

**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 Madden Preprint Media, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2022 ("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. Project Manager.
    - (1) Consultant will designate an employee as Project 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 Project Manager.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
    - (2) Project 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.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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 and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor 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.

- a. 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.
- b. 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. Consultant will meet to review the Project, Schedule 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, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" 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 \$1,800,000 as specifically detailed in **Exhibit D** ("Compensation").
- 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 Project 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 Subcontractors; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors 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 Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project 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 provision 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 effect 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:

Madden Preprint Media, LLC  
 c/o Kristin Dialessi  
 345 E Toole Avenue  
 Tucson, Arizona 85701

- 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 Paul Evans  
 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. Inconsistencies between the solicitation, any addenda attached to the solicitation, 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 three (3), 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. **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

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

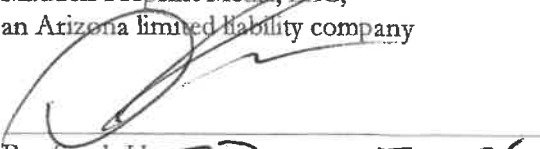
ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

Madden Preprint Media, LLC,  
an Arizona limited liability company

By:   
Its: Chief Operations Officer  
EXECUTIVE

**EXHIBIT A**  
**Professional Services Agreement**

**PROJECT**

Contractor shall perform services as indicated in RFP 21-40.

**EXHIBIT B**  
**Professional Services Agreement**

**SCOPE OF WORK**

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

**EXHIBIT C**  
**Professional Services Agreement**

**SCHEDULE**

City shall provide an annual budget and schedule to the Contractor.

**EXHIBIT D**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**


Consultant will receive an annual budget from the City for marketing services. Contractor shall 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 \$1,800,000.

**DETAILED PROJECT COMPENSATION**

Pricing workbook are attached. Contractor shall be paid based on the services provided at the rates indicated in the attachments.


 <p><b>Glendale</b> ARIZONA</p>	<p><b>City of Glendale</b> <b>Solicitation Number: RFP 21-40 / 42100067</b> <b>MARKETING AGENCY FOR THE</b> <b>GLENDALE CONVENTION &amp; VISITORS BUREAU RESPONSE</b> <b>WORKBOOK</b></p>	<p><b>CITY OF GLENDALE</b> <b>Procurement Department</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b></p>
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Offeror's to complete this Response Workbook and submit as their response to this RFP.

**COVER SHEET**

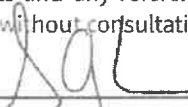
OFFEROR NAME: Madden Preprint Media, LLC

OFFEROR ADDRESS: 345 E Toole Ave, Tucson, AZ, 85701

	<b>City of Glendale</b> <b>Solicitation Number: RFP 21-40 / 42100067</b> <b>MARKETING AGENCY FOR THE</b> <b>GLENDALE CONVENTION &amp; VISITORS BUREAU RESPONSE</b> <b>WORKBOOK</b>	<b>CITY OF GLENDALE</b> <b>Procurement Department</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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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.

 _____ Authorized Signature	_____ June 02, 2021 Date
_____ Grady Colson	_____ Madden Preprint Media, LLC
_____ Printed Name (Authorized Signatory)	_____ Legal Company Name
_____ COO	Offeror Certifies it is a (check only one):
_____ Job Title	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation
_____ gcolson@maddenmedia.com	_____ 345 E Toole Ave
_____ Email Address	_____ Mailing Address
_____ 520-344-4221	_____ Tucson, AZ, 85701
_____ Phone Number	_____ City, State & Zip Code

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

_____ Bailey Madden	_____ bids@maddenmedia.com
_____ Contact Name	_____ Phone Number      Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 76-0738649

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS:  Yes  No

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

Yes, Number 20270115 Tax Rate: <sup>(099 Business Code)</sup> 2.5% 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

 <p><b>Glendale</b> ARIZONA</p>	<p><b>City of Glendale</b> <b>Solicitation Number: RFP 21-40 / 42100067</b> <b>MARKETING AGENCY FOR THE</b> <b>GLENDALE CONVENTION &amp; VISITORS BUREAU RESPONSE</b> <b>WORKBOOK</b></p>	<p><b>CITY OF GLENDALE</b> <b>Procurement Department</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b></p>
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**Exhibit 3 - Insurance Requirements**

**Exhibit 4 - Template Agreement**



## SOLICITATION ADDENDUM

Solicitation Number: RFP 21-40      Addendum #1      Page 1 of 2-

Solicitation Due Date: June 8, 2021, 2:00 p.m. (Local Time)

**CITY OF GLENDALE**  
Procurement Division  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-2865

### RFP 21-40

Marketing Agency for the Glendale Convention & Visitors Bureau

The following questions have been asked to the City. Please see responses below.

**1. Has the budget been established for this RFP?**

No. The budget has not been established and finalized. Please see to RFP 21-40 Section 3.B. Plan and Budget.

**2. What is all in the annual budget?**

Please see Section 3.B. Plan and Budget.

**3. What is cadence/frequency of blog writing/development?**

Cadence for the blog is based on leisure, focusing on City of Glendale's attractions, hotels and restaurants. The frequency is bimonthly.

**4. Will there be any budget for social media influencers?**

As discussed in Section 3.B. Plan and Budget, the awarded agency would work with the CVB to implement the plan to meet the budget. It is up to the awarded agency to propose what would be included in their budget.

**5. In regards to designing and supporting corporate and community outreach, is expectation to facilitate new connections, host events, etc.?**

The expectation is not to facilitate or host events but to outreach to local media and promote special events.

**6. Section J.1.f – What are the types and frequency of events seeking in-person PR/communications support? (ie – annual meeting?)**

It is the responsibility of the offeror to propose the types and frequency.

**7. Can you provide more specifics about what your website needs? Do you need an agency to redesign and rebuild your website? Or an agency to just come in and maintain hosting, maintenance, and support?**

We have onsite staff that maintain the website. Offerors may propose a redesign or rebuild to the website.

**8. Are you looking for an agency to rebrand your organization with new logo and brand standards?**

This is not being requested at this time as part of this RFP but offerors may propose new logo and brand standards.


The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.



**SOLICITATION ADDENDUM**

Solicitation Number: RFP 21-40      Addendum #1      Page 2 of 2-  
Solicitation Due Date: June 8, 2021, 2:00 p.m. (Local Time)

**CITY OF GLENDALE**  
Procurement Division  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-2865

Name of Company: Madden Preprint Media, LLC  
Address: 345 E Toole Ave, Tucson, AZ, 85701  
Authorized Signature:   
Print Name and Title: Grady Colson, COO



**SOLICITATION ADDENDUM**

**CITY OF GLENDALE**  
Procurement Division  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-2865

Solicitation Number: RFP 21-40      Addendum #2      Page 1 of 2-  
Solicitation Due Date: June 8, 2021, 2:00 p.m. (Local Time)

**RFP 21-40**

Marketing Agency for the Glendale Convention & Visitors Bureau

The following questions have been asked to the City. Please see responses below.

**1. The RFP references targeting meeting and event planners. What research do you have on this target audience? Do leisure travelers also fall under this solicitation? Please define this audience (who are they, where are they from, why do they come). What research do you have on them? What research do you believe you are missing?**

The City has no research on this target audience. Leisure travelers also fall under this solicitation. Audience should be determined by the offerors. The City is trying to determine what the demographics are. We do not have any research and it hasn't been completed in 17 years.

**2. Can you share your 2019/20 marketing plan to include media so we can better understand your current strategies on targeting the various audiences? What has worked and what hasn't?**

This information will not be provided.

**3. How will success be measured? By whom and how often? What are your specific goals (i.e increase occupancy rates, increase tax revenue), please be specific.**

Success will be measured by return on investment and success of marketing campaigns.

**4. Can you provide the current agreement with ON Marketing?**

Offerors can request a copy of the current agreement through the City Clerk as a records request.

**5. The workbook is asking " Offeror shall provide a strategic plan that would market the City of Glendale as a business and leisure destination." - Are you asking participants to do this in advance of being hired? If yes, who owns the rights to the work?**

Yes, we are asking for this to be provided as part of the response. Offeror may refer to section 4.15 if they prefer for this information to be proprietary. The offeror will own the rights to the work.

**6. The workbook is asking " Offeror shall describe approach to business travel & leisure messaging with examples for the City of Glendale's Convention & Visitors Bureau". Are you asking participants to create message in advance of being hired? If yes, who owns the rights to the work?**

Yes, we are asking for this to be provided as part of the response. Offeror may refer to section 4.15 if they prefer for this information to be proprietary. The offeror will own the rights to the work.

**7. The workbook is asking "Offeror shall provide writing samples for Glendale as a destination and should include story pitches to media and social media blogs." Are you asking participants to create message in advance of being hired? If yes, who owns the rights to the work?**

Yes, we are asking for this to be provided as part of the response. Offeror may refer to section 4.15 if they prefer for



**SOLICITATION ADDENDUM**

**CITY OF GLENDALE**  
Procurement Division  
5850 W. Glendale Avenue  
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Phone: (623) 930-2865

Solicitation Number: RFP 21-40      Addendum #2      Page 2 of 2-  
Solicitation Due Date: June 8, 2021, 2:00 p.m. (Local Time)

this information to be proprietary. The offeror will own the rights to the work.

**8. In the past, what percent of your budget has been allocated for agency services? Media? PR? Production services?**

This information will not be provided.

**9. On a scale of 1-5 (5 being most aggressive) rate your desire to be pushed creatively and strategically.**

This is not applicable, and information will not be provided. We are looking for offerors who can be creative.

**10. Are local firms given preference.**

No firms will be given preference. This is an equal opportunity for all who can meet the RFP requirements.

**11. Please provide any information delivered on the pre-proposal call, including the attendee list.**

This information will not be provided.

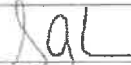
**12. Are PDF's an acceptable format to submit or do responses need to be provided on the actual workbook provided? Is there a page limit and format requirements?**

A PDF is an acceptable format as long as the answers are clearly numbered to reflect the workbook.

**13. What percent of your visitors are business v. leisure?**

Research has not been completed in 17 years, so we do not have measurements for this.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Madden Preprint Media, LLC  
Address: 345 E Toole Ave, Tucson, AZ, 85701  
Authorized Signature:   
Print Name and Title: Grady Colson, COO

<b>City of Glendale</b> <b>Solicitation Number: RFP 21-40 / 42100067</b> <b>MARKETING AGENCY FOR THE GLENDALE</b> <b>CONVENTION &amp; VISITORS BUREAU</b> <b>PRICING WORKBOOK</b>	<b>CITY OF GLENDALE</b> Procurement Department 5350 West Glendale Avenue, Suite 317 Glendale, Arizona 86301
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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.

Increase by 5% starting at year 3

Cost Item Description	Proposed Cost					Total Cost
	Year One	Year Two	Year Three	Year Four	Year Five	
<b>DESCRIPTION</b>						
<b>Media Placement</b>						
Account Executive	\$50,200.00 \$150/ PER HOUR NA (costs included in Account Executive row)	\$50,200.00 \$150/ PER HOUR NA (costs included in Account Executive row)	\$52,710.00 \$158/ PER HOUR NA (costs included in Account Executive row)	\$52,710.00 \$158/ PER HOUR NA (costs included in Account Executive row)	\$52,710.00 \$158/ PER HOUR NA (costs included in Account Executive row)	\$258,530
Administrative/Clerical/Intern	NA (costs included in Creative Director row)	NA (costs included in Creative Director row)	NA (costs included in Creative Director row)	NA (costs included in Creative Director row)	NA (costs included in Creative Director row)	\$ -
Art Director	NA (costs included in Creative Director row)	NA (costs included in Creative Director row)	NA (costs included in Creative Director row)	NA (costs included in Creative Director row)	NA (costs included in Creative Director row)	\$ -

Copywriter	\$ 9,000.00 \$100/ PER HOUR	\$ 9,000.00 \$100/ PER HOUR	\$ 9,450.00 \$105/ PER HOUR	\$ 9,450.00 \$105/ PER HOUR	\$ 9,450.00 \$105/ PER HOUR	\$ 9,450.00 \$105/ PER HOUR	\$ 46,350.00
Creative Director	\$ 5,940.00 \$135/ PER HOUR	\$ 5,940.00 \$135/ PER HOUR	\$ 6,237.00 \$142/ PER HOUR	\$ 6,237.00 \$142/ PER HOUR	\$ 6,237.00 \$142/ PER HOUR	\$ 6,237.00 \$142/ PER HOUR	\$ 30,591.00
Digital Services	\$ 28,560.00 \$130/ PER HOUR	\$ 28,560.00 \$130/ PER HOUR	\$ 29,988.00 \$136/ PER HOUR	\$ 29,988.00 \$136/ PER HOUR	\$ 29,988.00 \$136/ PER HOUR	\$ 29,988.00 \$136/ PER HOUR	\$147,084.00
Illustration	NA (costs included in Graphic Designer row)	NA (costs included in Graphic Designer row)	NA (costs included in Graphic Designer row)	NA (costs included in Graphic Designer row)	NA (costs included in Graphic Designer row)	NA (costs included in Graphic Designer row)	\$ -
Graphic Designer	\$ 13,860.00 \$100/ PER HOUR	\$ 13,860.00 \$100/ PER HOUR	\$ 14,553.00 \$105/ PER HOUR	\$ 14,553.00 \$105/ PER HOUR	\$ 14,553.00 \$105/ PER HOUR	\$ 14,553.00 \$105/ PER HOUR	\$ 71,379.00
Media Placement Services	NA (costs included in Digital Services row)	NA (costs included in Digital Services row)	NA (costs included in Digital Services row)	NA (costs included in Digital Services row)	NA (costs included in Digital Services row)	NA (costs included in Digital Services row)	\$ -
Photo Retouching Production Supervisor	NA (costs included in Graphic Designer row)	NA (costs included in Graphic Designer row)	NA (costs included in Graphic Designer row)	NA (costs included in Graphic Designer row)	NA (costs included in Graphic Designer row)	NA (costs included in Graphic Designer row)	\$ -
Public Relations	\$ 19,440.00 \$135/ PER HOUR	\$ 19,440.00 \$135/ PER HOUR	\$ 20,412.00 \$142/ PER HOUR	\$ 20,412.00 \$142/ PER HOUR	\$ 20,412.00 \$142/ PER HOUR	\$ 20,412.00 \$142/ PER HOUR	\$100,116.00

<p><b>City of Glendale</b>  <b>Solicitation Number: RFP 21-40 / 42100067</b>  <b>MARKETING AGENCY FOR THE GLENDALE</b>  <b>CONVENTION &amp; VISITORS BUREAU</b>  <b>PRICING WORKBOOK</b></p>	<p><b>CITY OF GLENDALE</b>  <b>Procurement Department</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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Cost Item Description	Proposed Cost		Proposed Cost		Proposed Cost	
	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	Proposed Cost
DESCRIPTION						
Media Buys (Print and Broadcast)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Banners, Signage, Booths, etc.	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Talent, production staff and Media Production (film, lighting, make-up, dubs, photography)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

\*\*\*Madden does not charge any mark-ups on media or film or photography. All our services are charged at the hourly rate listed on the Rate Sheet.



# CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 21-40

**ONLINE BID NUMBER:** 42100067

**TITLE:** **MARKETING AGENCY FOR THE  
GLENDALE CONVENTION & VISITORS BUREAU**

**PUBLISHED DATE:** **May 6, 2021**

**PRE-OFFER CONFERENCE:** **May 13, 2021, 10:00 AM Local Time**  
Please join my meeting from your computer, tablet or smartphone.  
<https://global.gotomeeting.com/join/704011053>  
You can also dial in using your phone.  
United States: +1 (312) 757-3121  
Access Code: 704-011-053  
New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/704011053>  
*Attendance is NOT required*

**OFFER DUE:** **June 8, 2021, 2:00 PM Local Time**  
Offer Submission Through Vendor Self-Service (VSS) Online Bid System.  
<https://glendaleaz.munisselfservice.com/Vendors/default.aspx>  
**NOTE:** *This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.*

**CONTACT:** Ileana Seward, Contract Analyst  
Purchasing-Procurement Division  
623-930-2865  
[iseward@glendaleaz.com](mailto:iseward@glendaleaz.com)

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Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Vendor Self-Service - New and Existing Vendor Registration Guide**

<https://www.glendaleaz.com/common/pages/DisplayFile.aspx?itemId=16718352Vendor>



**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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 5. SUBMISSION CHECKLIST .....18  
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**Exhibit Package**


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

**Fillable Forms**

**Response Workbook** – To be completed by Offeror and submitted as their response.

- Cover Sheet
- Offer Sheet
- Required Responses

**Fee Proposal Workbook** – To be completed by Offeror and submitted as their response.

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

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



**City of Glendale**  
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Procurement Division  
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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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**Glendale, Arizona 85301**

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 designers, producing the final product and



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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.

- c. The Contractor shall develop content marketing that produces results that puts Visit Glendale and the Glendale Civic Center brand front & center and top of mind as the meetings and travel industry, respectively begins to rebound from the Covid-19 pandemic.
- d. The Contractor shall develop a Content Marketing strategy which allows Visit Glendale to tell its story and surround market extended reach to consumers through editorial features (articles) written by winning editors with topics selected by the CVB for use in marketing collateral and the Glendale Official Visitors Guide and the Lure brochure.
- e. The advertising firm shall organize branded photo shoots as requested by the CVB. This includes selecting models and sourcing photography vendors. The advertising firm shall also provide post-production editing services such as photoshopping, color correction, removing visual clutter, and photo retouching, etc. to reflect Visit Glendale's branding and identity for images to be used on website, social media campaigns, print and digital advertising. Images captured by the selected vendor will be added to Visit Glendale photography archive and becomes the property of Visit Glendale. Photographer credit will be provided as appropriate.
- f. The Contractor shall have the ability to hire journalists to write copy and to produce articles and feature stories for Glendale Official Visitors Guide and the Lure brochure.

**G. Production Services:** The Contractor shall perform all functions normally required of a Production company for the preparation 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. The Contractor shall provide the CVB with a timely response to its advertising needs and schedules for all projects. Sufficient time will be allowed for developing the project, editing, and revising the product per the CVB request, obtaining final approval from the CVB staff, 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.
2. When producing any creative work, the Contractor shall not vary from approved scripts, storyboards, or print layouts without The CVB approval. Failure to adhere to approved scripts, storyboards, or layouts



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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 tradeshows 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 Marking 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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completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Contract Analyst immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. For information and instructions on how to file a protest, visit:

<https://www.glendaleaz.com/your-government/city-finances/procurement/procurement-policies>

- 4.11 WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- 4.12 OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- 4.13 COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.
- 4.14 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be



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#### **4. HOW WE CHOOSE**

##### **4.1 SCORING RESPONSES:**

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- o 30% Experience, proven performance, and qualifications
- o 50% Method of Approach/Capacity of Offeror
- o 20% Cost

**4.2 TYPE OF AWARD:** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

**4.3 LENGTH OF CONTRACT:** The City will award for an initial one (1) year with four (4) additional one-year renewal options.

**4.4 EVALUATION PANEL:** Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

**4.5 PANEL CONTACT:** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

**4.6 INTERVIEWS:** City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

**4.7 ADDITIONAL INVESTIGATIONS:** City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

**4.8 BEST AND FINAL OFFERS:** City may request best and final offers and will determine the scope and subject of any best and final request.

**4.9 PROPOSAL EVALUATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

**4.10 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD:** Information about the recommended award for this solicitation will be posted on the online at [https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/notice\\_of\\_intent\\_to\\_award](https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award) and will be available immediately after the City has



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construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

**4.15 PROPRIETARY INFORMATION** Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.



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**5. SUBMISSION CHECKLIST**

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offeror's shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

**The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.**

<b>Checklist for Submitting Proposal</b>		<b>Complete (✓)</b>
<b>Submission Requirements</b>		
COVER SHEET (Response Workbook) Offeror Name Offeror Address		
COMPLETED OFFER SHEET (Response Workbook)		
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS		
2. METHOD OF APPROACH/CAPACITY OF OFFEROR		
3. MARKETING SCENARIOS/PRICING (Pricing must be submitted in a separate electronic file)		
ADDENDUM RESPONSES (if applicable)		
<b>Return of Offer</b>		
<ul style="list-style-type: none"> <li>Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.</li> </ul>		

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**6. SUBMISSION REQUIREMENTS**

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

**Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.**

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words “Proprietary Information.” Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offeror’s acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

**Helpful Hints:**

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

