

TOWN OF WICKENBURG
MEDIA PLANNING & PURCHASING SERVICES
REQUEST FOR QUALIFICATIONS
RFQ # 25-02



PROJECT MANAGER:
Tim Suan, Deputy Town Manager | Economic Development
928.668.0522
tsuan@wickenburgaz.gov

RFQ INFORMATION: Electronic Documents
www.wickenburgaz.gov/bids

RFQ SUBMITTAL DUE DATE:
Thursday, May 22, 2025, 11:00 a.m., Arizona Time

Please Note: If documents are downloaded from the Town of Wickenburg website, the consultant is responsible for obtaining any amendments either through updates on the website or contacting the Town through the project manager listed above.

**NOTICE & REQUEST FOR STATEMENTS OF QUALIFICATIONS
FROM ADVERTISING AND MEDIA FIRMS
TOWN OF WICKENBURG**

Project Name:	Media Planning & Purchasing Services
Solicitation Number:	RFQ 25-02
RFQ Due Date:	Thursday, May 22, 2025 11:00 a.m.
Location of RFQ Opening:	Town Clerk's Office 155 North Tegner Street, Suite A Wickenburg, AZ 85390
Town Staff Contact:	Tim Suan, 928.668.0522, tsuan@wickenburgaz.gov
RFQ Documents available at:	Electronic Documents: www.wickenburgaz.gov/bids For assistance, please call Amy Brown, 928-684-5451, Ext. 1517

Introduction: The Town of Wickenburg is requesting Statements of Qualifications (SOQs) from experienced and qualified firms to provide professional services for media advertising planning and purchasing. The selected consultant will assist with the launch of the Town's Fiscal Year 2026 tourism campaign, beginning July 1, 2025, and help establish a long-term, strategic media approach to promote Wickenburg as a tourism destination.

In 2021, the Town of Wickenburg was designated as an official Destination Marketing Organization (DMO), making it eligible—when funding is available—for Proposition 302 tourism development funds. These funds are managed by the Arizona Office of Tourism and are anticipated to be the primary funding source for this contract, though all funding is subject to change and future appropriations. For the initial contract term, the Town expects to expend approximately \$27,000, subject to funding availability.

The selected firm will work closely with Town staff and local stakeholders to develop a targeted Media Plan that advances the Town's tourism goals. At a minimum, the Media Plan must identify key target markets, recommended media channels, and suggested activities. The plan may also include development or coordination of creative promotional materials. All elements of the Media Plan are subject to review and approval by Town staff.

Upon approval of the Media Plan, the consultant will be responsible for purchasing media in accordance with the approved strategy. All media placements must support campaign objectives and focus on attracting visitors from outside Maricopa County and the immediate surrounding area. All media placements for each annual contract term must be finalized by June 30th of each year. The firm may also be retained to provide ongoing services for future fiscal years, based on performance, funding, and coordination with Town staff.

The consultant will provide quarterly reports evaluating the performance of all media placements. These reports must include key performance indicators such as click-through rates, conversion rates, cost per click, cost per acquisition, impressions, reach, and return on ad spend. Prior to the launch of any campaign, the consultant must also provide projected performance benchmarks, along with relevant industry standards for comparison.

The Town expects that an initial media purchasing plan will be submitted and approved within 60 days of contract execution, with campaign implementation to begin shortly thereafter. All services provided will be aligned with the Town's objective of increasing tourism to Wickenburg through targeted, data-informed advertising efforts.

Date and Location for Submittal: SOQ's will be received at the Town of Wickenburg Clerk's Office, 155 N. Tegner, Suite A, Wickenburg, Arizona 85390 until 11:00 a.m. Thursday, May 22, 2025, for the above services. SOQs must be submitted in a sealed envelope clearly marked on the outside with the name of the services, the solicitation number and the submitting company's name and address. Any SOQ received after the time specified will be returned unopened. It is the consultant's responsibility to assure SOQs are received at the above location on or before the specified time. SOQs will be opened at 11:00 a.m. in Town Council Chambers.

Contract Summary: The contract initial term will end June 30, 2026 and may be renewed for up to two (2) additional one-year terms if agreed upon by both parties, as approved by the Town Manager.

SOQ Format: Each SOQ received must be in accordance with the format and information provided within the Request for Qualifications package. Any submittal that does not conform, in all material respects to what is outlined in the RFQ, will be considered non-responsive. Each SOQ shall be submitted in a sealed envelope per the directions provided in the Request for Qualifications (RFQ).

Right to Reject SOQ: The Town reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The Town will not be responsible for any cost incurred by any firm submitting a SOQ or responding to this notice.

Equal Opportunity: The Town is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit SOQs on this solicitation.

DATED: April 23, 2025
TOWN OF WICKENBURG, ARIZONA
Amy Brown, Town Clerk

Publication Dates: April 30 and May 7, 2025

IMPORTANT CHECK LIST

(To be submitted with the SOQ – Verification of Compliance with Submittal Requirements)

- ☐ 1. Cover Letter
- ☐ 2. Project Experience
- ☐ 3. Past Performance
- ☐ 4. Experience of Key Personnel
- ☐ 5. Method of Approach
- ☐ 6. Authorized Signature Form.
- ☐ 7. Submittal Package/Envelope has been addressed to:
Location:
Town of Wickenburg
Town Clerk's Office
155 N. Tegner Street, Suite A
Wickenburg, Arizona 85390
- ☐ 8. Submittal Package/Envelope has been identified with RFQ number and title: RFQ 25-02 Media Planning & Purchasing Services
- ☐ 9. Submittal Package/Envelope has been identified with the Name and address of the company submitting the RFQ.
- ☐ 10. The Submittal is submitted in time to be received and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the SOQ cannot be considered.)

REQUEST FOR QUALIFICATIONS DOCUMENTS FOR:
MEDIA PLANNING AND PURCHASING SERVICES – RFQ 25-02
FOR THE TOWN OF WICKENBURG, ARIZONA

The Town intends to enter into an agreement for Media Planning & Purchasing Services in compliance with these specifications.

I. REQUIREMENTS FOR SOQs.

1.1 Date and Location for Submittal: SOQ's will be received at the Town of Wickenburg Clerk's Office, 155 N. Tegner, Suite A, Wickenburg, Arizona 85390 until 11:00 a.m. Thursday May 22, 2025, for the above services. SOQs must be submitted in a sealed envelope clearly marked on the outside with the name of the services, the solicitation number and the submitting company's information. Any SOQ received after the time specified will be returned unopened. It is the consultant's responsibility to assure SOQs are received at the above location on or before the specified time. SOQs will be opened at 11:00 a.m. in Town Council Chambers.

1.2 Submittal Documents: The Submittal Documents are available on the town's website at www.wickenburgaz.gov/bids or by contacting Amy Brown, at abrown@wickenburgaz.gov or 928-668-0517 for information on where to find the documents. The final SOQ should assemble all documents with a cover letter for the Town's review.

1.3 Submittal Procedures: Qualifications must be submitted using the procedures described in this Request for Qualifications. All Qualifications must be submitted in a sealed envelope clearly marked "Media Planning & Purchasing Services."

1.4 Town's Right to Reject: The Town of Wickenburg reserves the right to reject any and all SOQs and to waive technicalities.

1.5 Late SOQs: Late submittals and/or unsigned SOQs will not be considered. Envelopes containing SOQs with insufficient postage will not be accepted by the Town. It is the sole responsibility of the consultant to see that his/her SOQ is delivered and received by the proper time and at the proper place.

1.6 Amendment or Withdrawal: An SOQ may be withdrawn anytime before the due date and time. An SOQ may not be amended or withdrawn after the due date and time except as otherwise provided by applicable law.

1.7 Public Record: All SOQs submitted in response to this solicitation and all evaluation related records shall become property of the Town and shall become a matter of public record for review, subsequent to SOQ opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the Town in SOQs submitted, and the information sought to be protected clearly marked as proprietary. The Town will not assure confidentiality of any portion of the SOQ that is submitted in the event that a public record request is made. The Town will provide 48 hours' notice before releasing materials identified by

the SOQ as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.8 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.9 Addendum: This Request for Qualifications may only be modified by a written Addendum. Potential consultants are responsible for obtaining all addenda.

1.10 Clarifications: The Town reserves the right to obtain clarifications where necessary to arrive at full and complete understanding of the consultant's services and/or solicitation response.

1.11 Waiver and Rejection Rights: The Town of Wickenburg reserves the right to reject any or all SOQs or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective SOQs received.

1.12 SOQ Preparation:

1.12.1 Format. Consultants shall submit their SOQs with an original and 5 copies along with digital PDF on a flashdrive. All documents must be legible and contain the same information requested in the solicitation.

1.12.2 No Facsimile or Electronic Mail. SOQs may not be submitted in facsimile or electronically. A facsimile or electronic mail SOQ shall be rejected.

1.12.3 Typed or Ink Corrections. The SOQ shall be typed or in ink. Erasures, interlineations, or other modifications in the SOQ shall be initialed in ink by the person signing the SOQ.

1.12.4 No Modifications. Modifications shall not be permitted after SOQs have been opened except as otherwise provided under applicable law.

1.12.5 Content. The SOQ shall contain all of the following information:

- A. Cover Letter
- B. Project Experience
- C. Past Performance
- D. Experience of Key Personnel
- E. Method of Approach
- F. Authorized Signature Form

These SOQ Documents shall be assembled with the submittal checklist on top and documents included in the order presented in this section. In preparing the experience of key personnel, please list those individuals who would work on this contract if awarded including

their general qualifications, any project experience directly relevant while with this firm, current workload, and other information deemed material to this solicitation. Past performance should include services directly related to this contract and include: project name, client, locations, budget, and completion date. Current client contact and telephone numbers for each project are also requested. The method of approach may include projected schedules and recommendations for completion of the services and demonstrate the understanding of the services and the steps you will undertake to accomplish the task. Discuss the firm's unique ability, if any, to professionally provide media planning & purchasing services.

1.13 Duty to Examine: It is the responsibility of each consultant to examine the entire Solicitation, seek clarification (inquiries), and examine its SOQ for accuracy before submittal.

1.14 Contact Person: Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The consultant shall not contact or direct inquiries concerning this solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.15 Submission of Inquiries: All inquiries shall be submitted in writing and shall refer to the appropriate solicitation number, page and paragraph. Do not place the solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an SOQ and not be opened until after the SOQ due date and time. The Town shall consider the relevancy of the inquiry but is not required to respond in writing.

1.16 Timeliness: Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the SOQ due date and time for review and determination by the Town. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.17 No Right to Rely on Verbal Responses: A consultant shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract: Any consultant awarded a contract pursuant to this solicitation shall enter into a contract with the Town of Wickenburg in substantially the same form as attached to this solicitation.

2.2 Contract Term; Renewal: The contract term commences on or after July 1, 2025 upon execution of the contract and continues through June 30, 2026. The Contract may be renewed for up to two (2) additional one-year terms upon mutual written agreement of the parties approved by the Town Manager. Any price adjustment for a renewal term shall be in the sole discretion of Town. Renewal with a price adjustment less than 10% of the original contract price may be approved by the Town Manager. The Town Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the

renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

2.3 Contract Amount: The contracted amount shall not exceed \$30,000 for the initial term and shall not exceed \$30,000 for each additional term(s), unless otherwise approved by the Town Manager pursuant to Section 2.2 above.

III. SCOPE OF WORK

The consultant is expected to begin work on or after July 1, 2025 and can expect to provide services in the amount of not to exceed \$30,000 by the end of the initial term ending June 30, 2026.

Specific work will be authorized by the Town Manager's Office approved by both Parties in writing and attached to the final contract entered into between the Parties to document the scope of services for the Initial Term and any renewal term.

The successful consultant will be expected to complete items to include but not limited to:

3.1 Media Planning:

- 3.1.1 Developing a strategic consumer marketing plan in coordination with Town's Strategic Plans, stakeholder feedback, and staff approval.
- 3.1.2 Identify target markets with specific strategies and objectives; and create performance measures.
- 3.1.3 Develop and recommend strategies that maximize funds with the objective of establishing an on-going marketing program. This could include finding new revenue sources, creating effective tactics, and leveraging existing resources.

3.2 Media Purchasing:

- 3.2.1 Make recommendations of the purchase and generation of tourism marketing media, collateral, material, and advertising. Purchases must be approved by staff and in accordance with established Media Plan.
- 3.2.2 Purchase, deploy, and monitor tourism marketing media. Consultant will ensure accuracy, completion, and performance of purchased media.
- 3.2.3 Provide comprehensive reports indicating the effectiveness of purchased media. The report may include performance elements that are not limited to: impressions, return on investment, and conversions.

IV. SELECTION CRITERIA - SOQ

The selection criteria and relative weights for determining the order of firms on the final list are as follows:

1. Consultant experience on similar projects and demonstrated quality of work and ability to convey information. **60 points**
2. Overall experience and qualifications of the assigned team. **20 points**
3. Proposed work schedule, general availability and responsiveness by the consultant and team. **20 points**

Total Maximum Points

100 points

A Selection Committee will review the SOQs and develop a final list based on the included evaluation criteria. The firms appearing on the final list may be invited to participate in an interview with the Selection Committee. If interviews occur final selection will be based upon ordinal scores from the interviews alone. Each firm will then be ranked accordingly. In the event of a tie, total points from the interviews and original evaluation will be utilized as a tie-breaker.

TOWN OF WICKENBURG, ARIZONA

AUTHORIZED SIGNATURE FORM

Town Contract Number: _____

Contractor Name: _____

WHEREAS, the Town of Wickenburg requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the contract;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that

(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Contractor papers necessary for the conduct of the entity's affairs including contract documents on behalf of the Contractor.

The above-named person is granted the authority and duties herein referenced for the duration of the contract or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

Name

Title

STATE OF _____)
) ss.
County of _____)

I, _____ of the _____
corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by
the Board of Directors of said corporation, at a meeting of said Board held on
_____, 202____, and that the same is in full force and effect at this time.

DATED _____, 202__.

(Officer of Corporation)

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 202_____ by _____, appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

Notary Public

My Commission Expires:

AGREEMENT FOR PROFESSIONAL SERVICES

Contract No. _____

THIS Agreement is entered into as of this _____ day of _____, 202____, by and between the Town of Wickenburg, Arizona, a municipal corporation, hereinafter referred to as the “Town” and _____, hereinafter referred to as the “Contractor.”

FOR THE PURPOSE of providing professional services including media planning and purchasing services for the Town of Wickenburg, the Town and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, the Town engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by the Town, the services set forth in this Agreement, including all exhibits (“Services”). The specific scope of work is set forth in Exhibit A.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.3 Contractor shall designate _____ as Contractor Representative and all communications shall be directed to the representative. Key Contractor Personnel are set forth in Exhibit B. “Key Personnel” includes the Contractor employee who will place their signature on key documents and those employees who have significant responsibilities regarding the Services. Prior to changing such designation, Contractor shall first obtain the approval of Town.

1.3.4 Contractor's subcontracts are set forth in Exhibit B. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of the Town.

1.3.5 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.6 Contractor shall coordinate its activities with the Town's representative and submit its reports to the Town's representative.

1.3.7 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.8 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the Contractor by placing at its disposal all available information concerning the Services.

1.4.2 Town designates Tim Suan as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 Contract Term; Renewal. The Contract commences upon execution of the Contract on or after July 1, 2025 and continues through June 30, 2026. The Contract may be renewed for up to two (2) additional one-year terms upon mutual written agreement of the parties approved by the Town Manager. Any price adjustment for a renewal term shall be in the sole discretion of Town. A price adjustment less than 10% of the original contract price may be approved by the Town Manager. The Town Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

1.6 Schedule of Services. The Schedule of Services is set forth in Exhibit C. If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed \$_____.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

2.3 Invoices. Town reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are

completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Town.

2.4 W-9 Required. The Contractor shall submit its completed W-9 prior to receipt of any Compensation.

2.5 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, Town will assist Contractor in applying for and obtaining the same.

3. **CHANGES TO THE SCOPE OF SERVICES.** The parties may, by written change order, make changes in the services to be performed under this Agreement. It is distinctly understood and agreed by the parties that Consultant shall not provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing. A form of change order is attached hereto as Exhibit E.

4. **INSURANCE REPRESENTATIONS AND REQUIREMENTS**

4.1 General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance and noncontributory as respects performance of subject contract and in the protection of the Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.

- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with a policy limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance policy limit of \$1,000,000 each claims and \$2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify the Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including the Town. Such indemnity does not extend to the Town's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. The Town may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for the Town's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice

directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by the Town to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, the Town shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Town, and Town will not be liable for any obligation

incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Exclusive Use of Services - Conflicts. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of the Town and Contractor shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.8 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.9 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

CONTRACTOR:

Town Manager
Town of Wickenburg
155 N. Tegner, Suite A
Wickenburg, Arizona 85390

The address may be changed from time to time by either party by serving notices as provided above.

7.10 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

7.11 Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

7.12 China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

8. SUSPENSION OF WORK

8.1 Order to Suspend. The Town may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Town.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of the Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY. The Contractor shall not assign any interest in this Agreement without the prior written consent of the Town.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement as of the date first written.

TOWN OF WICKENBURG

BG Bratcher, Mayor

ATTEST:

Amy Brown, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

CONTRACTOR

Name_____

Title_____

Date _____

EXHIBIT A
SCOPE OF WORK

Scope of work to include services in support of and related to Media Planning and Purchasing Services.

Specific work will be authorized by the Town Manager's Office approved by both Parties in writing and attached to this contract for the Initial Term and any renewal term.

EXHIBIT B
CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT C
SCHEDULE OF SERVICES

All work for the initial contract must be completed by June 30, 2026.

**EXHIBIT D
PAYMENT SCHEDULE**

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit D-1 is the Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

Description

Amount

B. Method of Payment

Invoices shall be on a form and in the format provided by the Town and are to be submitted in triplicate to the Town via the Town's authorized representative.

C. Reimbursable Costs

**Contractor will be reimbursed for expenses up to a maximum amount of \$_____.
The items allowable for reimbursement are as follows:**

1. Cost of transportation. (Mileage associated with Project, but not to/from Project site at____ cents per mile. Any out of state travel must receive prior approval of Town.)
2. Costs of printing, as required by the contract.
3. Cost of long distance telephone, postage, UPS, Federal Express, etc.
4. Cost of other items as required, with prior approval from Town.

All reimbursable costs must be submitted with monthly bill.

**EXHIBIT E
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution: TOWN	[]
CONTRACTOR	[]
OTHER	[]

PROJECT: _____
CONTRACTOR: _____
AGREEMENT DATED: _____

DATE: _____

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Contractor.
Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Contractor
By _____

Town of Wickenburg
By _____

Date _____

Date _____