

**RESOLUTION NO. R19-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR SPECIAL EVENTS, TOURISM, AND CONFERENCE CENTRE MARKETING AND ADVERTISING SERVICES BETWEEN THE TOWN OF ADDISON AND GRUBBIE STYLE, LLC, dba THE BARBER SHOP MARKETING IN THE AMOUNT NOT TO EXCEED \$654,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The agreement for special event, tourism and Conference Centre advertising and marketing services between the Town of Addison and Grubbie Style, LLC, dba The Barber Shop Marketing, in an amount not to exceed \$654,000.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**SECTION 2.** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the 8<sup>th</sup> day of **OCTOBER 2019**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Brenda N. McDonald, City Attorney

## EXHIBIT A

**AGREEMENT BY AND BETWEEN  
THE TOWN OF ADDISON, TEXAS AND  
Grubbie Style LLC, DBA The Barber Shop Marketing  
RFQ # 19-212  
FOR MARKETING AND ADVERTISING SERVICES**

This Agreement ("Agreement") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **Grubbie Style LLC, DBA The Barber Shop Marketing**, a Texas limited liability company, hereinafter called ("Contractor").

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

### WITNESSETH:

WHEREAS, the Town sought qualification for an advertising agency to provide marketing and advertising services to the Town pursuant to Request for Qualifications No. 19-212 and attached hereto as **Exhibit "A"**, and incorporated herein in its entirety by reference for all purposes ("RFQ"); and

WHEREAS, Contractor is an advertising agency specializing in the marketing and advertising services requested in the RFQ, as provided in the Contractor's response, on file in the Town's Purchasing Office and attached hereto as **Exhibit "B"**, and incorporated herein in its entirety by reference for all purposes ("Response"); and

WHEREAS, the Town has determined that it is in the best interest of the public to hire Contractor to perform said services.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.  
The Contractor shall provide such services, equipment, and supplies upon the terms and conditions set forth in RFQ and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents.
2. Terms.  
This Agreement shall have an initial term commencing on October \_\_\_ 2019, and continuing through September 30, 2020 ("Initial Term"), subject to the terms and conditions of this Agreement.

Following the Initial Term, this Agreement may be renewed at the Town's sole option, and subsequent mutual agreement of both parties, for up to four (4) additional one (1) year terms ("Renewal Term"). A Renewal Term shall commence on October 1 and continue through and end on the immediately following September 30. Town shall give Contractor

notice of its intent to renew no later than thirty (30) days prior to the end of the existing term. The terms, conditions, and provisions of this Agreement shall apply to each Renewal Term except as the parties may otherwise agree in writing.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. Contractor and Town herein recognize that the continuation of any Agreement after the close of any given fiscal year of the Town, which fiscal year ends on September 30th of each year, shall be subject to Town Council approval. In the event that the Town Council does not approve the appropriation of funds for the Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder. However, if the Agreement is terminated, Town is obligated to pay all amounts due Contractor based on service performed before termination under the existing Agreement, notwithstanding other provisions of this Agreement. Agreement may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

Upon the termination or expiration of this Agreement, Contractor shall transfer, assign and make available to Town, or Town's representative, all advertising and marketing materials, documents, records, reports, studies, and information, and all ideas and concepts, (whether kept electronically, in writing, or otherwise) prepared by or for Contractor under or in connection with this Agreement shall be promptly delivered to Town, and all of Town's property and materials in Contractor's possession or control belonging to Town, excluding any information or knowledge which was in the possession of or used by Contractor prior to the beginning of the Agreement and not used in connection with this Agreement. Contractor also agrees to all reasonable cooperation toward transferring, with approval of third parties in interest, all reservation, contracts and arrangement with advertising media, or others, for advertising space, broadcast time, or materials yet to be used, and rights and claims thereto and therein, upon being duly released from the obligations thereof. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment.

In exchange for those services and schedules described in the Agreement Documents, the Town agrees to pay Contractor in accordance with (**Exhibit "C"**). Annual expenditures for the Initial Term, hereinafter defined, are estimated in an amount not to exceed Six

Hundred Fifty Four Thousand and No/100 Dollars (\$654,000.00), which includes the agreed upon sum of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour of work completed by the Contractor.

On or before the 10<sup>th</sup> day of each month, Contractor shall submit to Town an invoice for the Services provided by Contractor during the immediately preceding month. Each invoice shall be form and content satisfactory to Town and shall, among other things, include: (i) a specific description of the Services; (ii) such documentation and information as Town may require to verify the accuracy of the invoice; and (iii) the sum of all prior payments under this Agreement and the balance remaining that may be charged to the Services. Charges not in dispute shall be paid within thirty (30) days of receipt of invoice.

5. Ownership.

All advertising and marketing materials, documents, records, reports, studies, and information, and all ideas and concepts, prepared by or for Contractor under or in connection with this Agreement and paid for by Town or purchased under Town's account hereunder is and will be Town's exclusive property, and may be used by Town as it determines for its exclusive reuse at any time without further compensation and without any restrictions, excluding any information or knowledge which was in the possession of or used by Contractor prior to the beginning of the Agreement and not used in connection with this Agreement. Contractor agrees to do and does hereby grant and assign to Town all intellectual property rights (whether copyright or otherwise) in and to all such advertising and marketing materials, documents, reports, studies, and information, and all of such ideas and concepts in which Contractor may have or claim a copyright or other intellectual property interest. Contractor represents and warrants that Town's use of any of such advertising and marketing materials, documents, reports, studies, and information, and all of such ideas and concepts, will not infringe upon any third party's rights and CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AND PROTECT TOWN FROM ANY INFRINGEMENT OR RELATED CLAIMS ARISING FROM TOWN'S OWNERSHIP, POSSESSION AND/OR USE OF ANY OF THE SAME.

Contractor shall keep confidential all records, documents, or other materials that are requested by Town, or required by law, rule, or regulation, to be so maintained. No reports, information, documents, studies, or other materials given to or prepared by Town pursuant to this Agreement which Town requests either orally or in writing to be kept confidential, shall be made available to any third party or entity by Contractor without the prior written consent of Town.

6. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

- a. This Agreement;
- b. Town of Addison RFQ No.19-212, attached hereto as **Exhibit "A"**;
- c. Contractor's Response, on file in the Town's Purchasing Office as **Exhibit "B"**;
- d. Scope of Services, attached hereto as **Exhibit "C"**; and
- e. Insurance Requirements, attached hereto as **Exhibit "D"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that **Exhibit “A”, Exhibit “B”, Exhibit “C” and Exhibit “D”** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit “A”, Exhibit “C”, Exhibit “D” and Exhibit “B”**, shall prevail in that order.

The Contractor shall execute all forms attached to the RFQ prior to commencing work pursuant to this Agreement.

7. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town as provided in **Exhibit “D”**, attached hereto and incorporated herein for all purposes. Contractor, and shall present the Town with a copy of their Certificate of Insurance, which shall name the Town as an additional insured party.

9. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

10. INDEMNIFICATION.

CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “TOWN” FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH) LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS’ FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE TOWN WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION OR OMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING

SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, TOWN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF TOWN'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF TOWN'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL COSTS INCURRED BY TOWN.

THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Venue.  
This Agreement shall be constructed under and in accordance with the laws of the State of Texas and venue shall be in Dallas County, Texas.
12. Binding Effect.  
This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
13. Ordinances.  
Except as specifically provided in the Agreement Documents, the parties agree that contractor shall be subject to all Ordinances of the Town, whether now existing or in the future arising.
14. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

15. Assignment.

This Agreement may not be assigned without the written agreement of both parties.

16. Sovereign Immunity.

The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

17. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to:

**Grubbie Style LLC, DBA The Barber  
Shop Marketing**  
Amy Hall Phyfer, President  
14135 Midway Road, G-150  
Addison, Texas 75001  
972.818.3131

If to Town, to:

Town of Addison  
Attn: City Manager  
5300 Belt Line Road  
Dallas, Texas 75254

18. Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Representations.

Each signatory represents this Agreement has been read by the party for which this

Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

20. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

22. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

**IN WITNESS, WHEREOF**, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF ADDISON, TEXAS**  
**a Texas municipality**

By: \_\_\_\_\_  
**Wesley S. Pierson, City Manager**

Date: \_\_\_\_\_

**Marketing**

**Grubbie Style LLC, DBA The Barber Shop**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**BEFORE ME**, the undersigned authority, on this day personally appeared **Wesley S. Pierson**, City Manager of the Town of Addison, known to me to be one of the persons whose names are subscribed to the foregoing instrument; who acknowledged to me that he is the duly authorized representative for the Town of Addison, Texas and executed said instrument for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State of Texas

*Seal*

STATE OF \_\_\_\_\_ §  
                                  §  
COUNTY OF \_\_\_\_\_ §

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_ of known to me to be one of the persons whose names are subscribed to the foregoing instrument; who acknowledged that they are the duly authorized representative for **Grubbie Style LLC, DBA The Barber Shop Marketing** and they executed said instrument for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State of Texas

*Seal*

EXHIBIT A  
Town of Addison Solicitation 19-212

Town of Addison

19-212

**Solicitation 19-212**

**Special Events, Tourism, Conference & Theatre  
Marketing and Advertising Services**

**Bid Designation: Public**



**Town of Addison**

6/21/2019 2:05 PM

p. 1

**Agreement for Advertising and Marketing Services**

**Page 10**

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

**Bid 19-212**  
**Special Events, Tourism, Conference & Theatre Marketing and Advertising Services**

Bid Number	19-212
Bid Title	Special Events, Tourism, Conference & Theatre Marketing and Advertising Services
Bid Start Date	Jun 21, 2019 3:04:07 PM CDT
Bid End Date	Jul 26, 2019 2:00:00 PM CDT
Question & Answer End Date	Jul 22, 2019 12:00:00 PM CDT
Bid Contact	Wil Newcomer Purchasing Manager
Bid Contact	Michele Womack Accounting Specialist Finance

**Description**  
\*NO FAX OR EMAIL SUBMITTALS ACCEPTED.

6/21/2019 2:05 PM

p. 2

**EXHIBIT A  
Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212



**Request for Proposal  
Marketing and Advertising  
Services**

**RFP #19-212**

**The Town of Addison: Special Events, Tourism and the Addison  
Conference and Theatre Centre**

1

6/21/2019 2:05 PM

p. 3

Agreement for Advertising and Marketing Services

Page 12

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

**OVERVIEW**

The Town of Addison, Texas is seeking proposals for an advertising agency to provide marketing and advertising services to the Town of Addison, Texas. The selected firm will provide services related to the special events produced by the Town of Addison, tourism and the Addison Conference and Theatre Centre as outlined in the Scope of Services. If chosen, no guarantees of amount of work or amount of billings will be made. The selected agency will be brought before the Addison City Council for final review and approval before a contract can be signed and work can begin.

**BACKGROUND**

The Town of Addison is a 4.4 square mile city located on the northern edge of Dallas, Texas. Addison is truly unique in the amenities and customer service it provides to Dallas-area residents and visitors. Within 4.4 square miles, Addison offers abundant opportunities for lodging, dining, and shopping with more than 180 restaurants, 23 hotels, and 12 million square feet of office space. Addison perfectly blends the diversity of a big city with the ambiance of a small town. For more information on the Town of Addison, please visit the Town of Addison website at [www.addisontexas.net](http://www.addisontexas.net).

**TYPES OF PROJECTS**

Addison produces four major special events each year which bring in more than 600,000 patrons annually: Taste Addison, Kaboom Town!, Addison After Dark and Addison Oktoberfest. Collateral pieces are created for each major special event including, but not limited to: programs, posters, electronic/email promotions, flyers, parking passes, print and online ads, road banners, etc. Publicity is a major part of the Town's events success and the selected agency will be expected to work as seamlessly as possible with Addison's City Manager's Office, Addison's Public Communications Director, Addison's Director of Special Events, the Town's PR firm, and sponsor representatives on all projects—strong, flexible collaboration is essential and required.

The Addison Economic Development and Tourism Department operates as the Town's Convention and Visitors Bureau. It is responsible for marketing the community to both the leisure and meeting planner markets through digital and print ads on social media, in trade publications and in mainstream outlets, as well as dedicated emails and sponsored content.

The Addison Conference and Theatre Centre offers 6,600 square feet of meeting space and two theatre spaces available for lease. It has been marketed through online search, as well as facebook ads and print ads in select local publications.

It is essential that the selected Agency function well in Addison's highly collaborative environment. A high degree of flexibility is essential to be successful as there are multiple interests that are represented in this process.

2

6/21/2019 2:05 PM

p. 4

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

Change of direction during each project is to be expected. The Agency must have a good process in place for guiding the collaborative process, managing the needs of multiple parties involved as well as accommodating the possible change in direction.

The selected agency shall have in place the professional staff to immediately begin designing and developing collateral for Addison events. Addison will begin planning for a major event immediately after the Agency is selected and approved by the City Council. The first event, Taste Addison, is the Town's regionally recognized food and music festival that attracts thousands of visitors to Addison.

**Addison Special Event Dates 2020**

Taste Addison — late May

Addison After Dark —Third Saturday of each month from April - November

Addison Kaboom Town! — July 3

Addison Oktoberfest — mid-September

The Department is in the process of expanded its event line up so additional events may be added to the scope during the contract period.

**SCOPE OF SERVICES**

The following are key deliverables:

- Marketing strategy and project management for the Special Events and, Tourism Departments, as well as the Addison Conference and Theatre Centre
- All new creative concepts and implementation for special events including Taste Addison, Kaboom Town!, Oktoberfest and Addison After Dark.
- All new creative concepts and implementation for tourism efforts and the Addison Conference and Theatre Centre
- Attend all event marketing team meetings as required by Addison.
- Regular status calls to review outstanding items.
- Track budget, schedule, and list of deliverables to ensure timely completion, review and submission.
- Consult on advertising and insertions.
- Provide a written marketing report following each event or campaign no later than 20 days following each event. Report shall include the following as a minimum:
  - Marketing recap report
  - Impressions and /or response rate for all media
  - Update on marketing activity completed during the time period.
  - Tracking success metrics identified in the marketing plan
  - Success stories
  - Suggestions for improvement
- Purchase/creation of photography and/or illustration for the event campaigns
- Copywriting

3

6/21/2019 2:05 PM

p. 5

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

- Writing and editing services for all collateral pieces outlined in the Creative Deliverables listed below.
- Copywriting to include original and two rounds of revisions.
- Printing and production as outlined in the Creative Deliverables
- Graphic design and production as outlined in the Creative Deliverables.

**Creative Deliverables**

<b>Taste Addison</b>	<b>Addison After Dark</b>	<b>Kaboom Town!</b>	<b>Oktoberfest</b>
Web Banner / Main Graphic	Web Banner / Main Graphic	Web Banner / Main Graphic	Web Banner / Main Graphic
Email Template	Email Template	Email Template	Email Template
Social Media Graphic/Icons	Social Media Graphic	Social Media Graphic	Social Media Graphic
Parking Passes		Parking Passes	Parking Passes
Flyer			Flyer
Lanyard w/VIP card			
Program			Program
Kiosk Posters	Kiosk Posters	Kiosk Posters	Kiosk Posters
Billboards			Billboards
Belt Line Banner	Belt Line Banner	Belt Line Banner	Belt Line Banner
Print Ads	Print Ad	Print Ads	Print Ads
Print Ad Resize	Print Ad Resizes	Print Ad Resize	Print Ad Resize
Digital Ads/takeovers	Snapchat filter	Digital Ads	Digital Ads/takeovers
Digital Ad Resize	Digital Ads	Digital Ad Resizes	Digital Ad Resize
Radio Ad Copy	Digital Ad Resizes	Radio Ad Copy	Radio Ad Copy
TV ad Copy		TV Ad Copy	Bottleneck Hangers
Dedicated emails		Dedicated Emails	Case Cards
Snapchat filter		Snapchat Filter	Coaster Artwork
Menu Boards		Location Kiosks	TV Ad Copy
Location Kiosks		Posters	Dedicated Emails
Beverage Cards		Program Fan	Snapchat Filter
Window Clings		Social Media Videos	Location Kiosks
Posters			Menu Signage
Taste the competition stickers			Buttons
Shirts/wearable merchandise			Posters
Social Media Videos			Shirts/wearable merchandise
			Social Media Videos

**EXHIBIT A  
Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

<b>Tourism</b>	<b>ACTC</b>
(4-5) Print Ads	Google Search Ads
Print Ad Resizing	Print Ads
(4-5) Digital Ads/takeovers	Print Ad Resizing
Digital Ad Resizing	Digital Ads
Social Media Graphics as needed	Digital Ad Resizing
Belt Line Banners	
Dedicated Emails	
Sponsored Content Pieces	
Branding Pieces	
Brochure (digital and printed)	

**QUESTIONS**

Questions concerning this RFP shall be posted through BidSync. Questions will be answered in a timely manner on BidSync. All interested vendors will be able to see all answers.

**RIGHT TO MODIFY OR WITHDRAW**

The Town of Addison reserves the right to change, amend, supplement or withdraw this RFP. The Town of Addison may also decide to reject all submitted responses and either reissue the RFP or discontinue the search for an Agency.

**SUBMISSION OF PROPOSALS**

The vendor shall submit, at no cost to Addison; One (1) Original and Three (3) copies of the Proposal along with a PDF copy on a memory stick. All shall be enclosed in a sealed envelope and be mailed or hand delivered to the attention of:

Town of Addison  
Purchasing Division  
5350 Belt Line Road  
Dallas, TX 75254

5

6/21/2019 2:05 PM

p. 7

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

Proposals should be labeled: "RFP#19-212 Special Events, Tourism, and the Addison Conference and Theatre Centre Marketing and Advertising Services"

**Proposals will be accepted until 2:00 P.M. on July 26, 2019**

Late proposal submissions will be returned unopened, and unsigned or incomplete proposals will be rejected as non-responsive.

**OBJECTIVE OF RFP**

The purpose of the RFP is to select a vendor to assist Town staff with marketing, advertising and original publicity for our special events, Tourism Department, and Addison Conference and Theatre Centre. It is the Town's intent to engage one or more agencies to perform these functions.

**CRITERIA FOR EVALUATION OF RESPONSES**

Responses will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals.

The Town will only award the contract to a responsible vendor(s). In order to qualify as responsible, a vendor must meet the following criteria as they relate to this Request for Proposal:

- 1) The successful vendor must have adequate technical and financial resources to ensure satisfactory performance.
- 2) The successful vendor must have the necessary experience, organization, and technical skill to ensure satisfactory performance.
- 3) The successful vendor must have printing capabilities, including programs, flyers, posters, lanyards and a few other pieces. The Town does have several Addison vendors that it uses for certain collateral such as road banners and kiosk posters, etc.
- 4) The successful vendor will have a Texas office located within the four country regions of Dallas, Collin, Denton, and Tarrant. Selected vendor(s) will be expected to attend regular marketing team meetings in Addison.

**RFP EVALUATION PROCESS**

Responses will be evaluated using the following weighted criteria:

**1) Samples of Work (Up to 40 Points)**

Submit two examples (if available) of each of the following: creative concepts, brochures, event collateral, posters, newspaper and/or magazine

6

6/21/2019 2:05 PM

p. 8

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

advertisements, online advertisements, and social media creative in(Facebook covers/profile pics, Twitter backgrounds, videos, etc.).

**2) References (Up to 30 Points)**

**Three (3) references related to prior marketing and/or advertising service are required in the proposal.** This evaluation criterion will assign up to ten (10) points per reference. Special attention will be given to the quality of services provided to past or current customers. See #6- "References" under Proposals section of this RFP.

**3) Vendor Questionnaire (Up to 20 Points)**

This evaluation criterion will consist of verifying that all portions of the vendor questionnaire are accurately completed. In addition, the number of points per question will be based on the relevance of each response to advertising services for the Town of Addison.

**4) Average Hourly Cost (Up to 10 Points)**

The lowest average hourly fee (see question #7 on the Vendor Questionnaire) will be awarded all 10 points. All other proposals will receive points based on their ratio to the lowest proposal.

**MAXIMUM RESPONSE GRADE IS 100 POINTS**

**VENDOR PROPOSAL EVALUATION MEETINGS**

Discussions may be conducted with vendors to clarify the Town's requirements and the vendor's proposals. In addition, vendor finalists will be invited to give formal, in-person presentations to the Town panel approximately the last week in August.

**AWARD**

We may award this bid in part to one or more vendors. Award shall be made to the responsible vendor(s) with the highest overall score and is/are determined to be the most advantageous to the Town taking into consideration the criteria for proposal acceptance and the evaluation composite score. Vendors may team up and submit a joint proposal (ex: marketing support and design services).

**CONTRACT TERM**

Negotiations will be undertaken with the contractor whose proposal, as to price and other factors, demonstrate them to be qualified, responsible, and capable of performing the work. The contract developed will be the one most advantageous to the Town of Addison, cost and other factors considered. The Town reserves the right to consider proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the Town.

7

6/21/2019 2:05 PM

p. 9

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

This award would be a one-year (1) contract with an option for four (4) subsequent annual options to renew.

The contents of the proposal by the successful agency shall become contractual obligations if a contract ensues. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

**PROPOSALS**

To assure consistency, proposals must conform to the following format:

1. Table of Contents
2. Cover Letter
3. Sample Work
4. Introduction: This section should contain your understanding of the Town's needs and objectives.
5. Vendor Questionnaire: Complete the vendor questionnaire. All questions must be answered thoroughly.
6. References: This section shall contain names of at least three (3) but no more than five (5) organizations for which you have provided similar levels of service. Municipal/government contracts are preferred, but not required. Please include organization name, address, telephone number and contact person.
7. Fee Structure: Provide a fee structure (preferably government rates) for your services. This schedule should include a description of the services offered for each rate. The Town of Addison is tax exempt.
8. Contract: Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

8

6/21/2019 2:05 PM

p. 10

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

**Vendor Questionnaire**

1. Provide a brief description of your agency.
2. What is your main area of expertise (events, tourism, consumer, other)?
3. What services do you provide (creative development, illustration, writing, strategic marketing, collateral development, etc.)?
4. Describe the creative process and how/when you involve the client.
5. Provide two short case studies showing the creative process and results.
6. How many people are employed at your agency? How many of these employees work on creative advertising projects? How many of these employees work in general administrative capacities?
7. Provide a list of key personnel and bios including creative or marketing specialists, as well as those who would be assigned to the Town of Addison account? What are their billing rates by person/title?
8. Describe your process to manage the creative interests of multiple parties who may have differing opinions which may lead to minor or major conflict.
9. Comment on your process to manage frequent changes in direction.
10. What is your mark-up on printing and outside services?
11. What is your mark-up on advertising placement?
12. If you have marketed events in the past, provide a list of events, what elements the agency created, and any awards.
13. If you have marketed tourism in the past, provide a description.
14. If you have worked in the past or are currently working for another municipality, provide a description of the work performed.
15. Do you have any potential account conflicts?

9

6/21/2019 2:05 PM

p. 11

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

**APPROXIMATE TIMELINE OF RFP PROCESS**

(All dates are approximate and are subject to change without notice)

- Release of RFP June 21, 2019
- All submissions due by 2:00 PM July 26, 2019
- Interviews with finalists on August 19, 2019 week.
- Selected Agency may be taken to the City Council on September 24 for consideration and approval.

10

6/21/2019 2:05 PM

p. 12

**Agreement for Advertising and Marketing Services**

**Page 21**

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

Town of Addison

**REQUEST FOR PROPOSAL TERMS AND CONDITIONS**

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the Terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.
2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.
3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.
4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.
5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.
6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.
7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.
8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.
9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.
10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.
12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.
13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.
14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.
15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.
16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

6/21/2019 2:05 PM

p. 13

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

17. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. **FUNDING OUT CLAUSE:** This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract, (2) funds for this agreement or contract are not appropriated by the Town Council of the Town, and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. **DISPUTE RESOLUTION:** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7<sup>th</sup> business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. **PATENTS:** Seller agrees to indemnify and hold harmless the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and agrees to defend at Seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. **VENUE:** This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. **TERMINATION FOR CAUSE OR CONVENIENCE:** The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute right to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. **FORCE MAJEURE:** To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. **BAFO:** During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. **PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION:** Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

6/21/2019 2:05 PM

p. 14

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

**28. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION:** This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

**30. No Boycotting Israel:** The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6/21/2019 2:05 PM

p. 15

**Agreement for Advertising and Marketing Services**

**Page 24**

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

**TOWN OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <b><u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII-rated or above.</b>
4. <b>Professional Liability</b> Aggregate \$1,000,000.00 per year	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence	<b><u>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u></b> or material change in coverage. <b>Insurance company must be A-:VII-rated or above.</b>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: 972-450-7074 or **emailed** to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov). Questions regarding required insurance should be directed to the Purchasing Manager.

6/21/2019 2:05 PM

1  
p. 16

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

With respect to the foregoing insurance,

Town of Addison

Bid 19-212

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# \_\_\_\_\_  
Company: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

6/21/2019 2:05 PM

2

p. 17

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

**Town of Addison**

**Indemnification Agreement**

**Contractor's Indemnity Obligation. Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

6/21/2019 2:05 PM

p. 18

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#:

Company Name:

Signature:

Date:

6/21/2019 2:05 PM

p. 19

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212



**Interested Parties**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement the law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

**Filing Process**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

6/21/2019 2:05 PM

p. 20

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

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Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business:

Business Address:

Contact Name:

Phone#:

Fax#:

Email:

Name(s) Title of Authorized Company Officers:

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #:

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

6/21/2019 2:05 PM

p. 21

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison  
5350 Beltline Road  
Dallas, TX 75254  
Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of \_\_\_\_\_ Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.  
<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number \_\_\_\_\_ and expire date \_\_\_\_\_.

6/21/2019 2:05 PM

p. 22

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes  No

Bid Bond: Is Bid Bond attached if applicable?  Yes  No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature:    Date:

Title:

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

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6/21/2019 2:05 PM

p. 23

**EXHIBIT A**  
**Town of Addison Solicitation 19-212**

Town of Addison

Bid 19-212

**Question and Answers for Bid #19-212 - Special Events, Tourism, Conference & Theatre Marketing and Advertising Services**

Overall Bid Questions
There are no questions associated with this bid.

6/21/2019 2:05 PM

p. 24

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**



**TOWN OF ADDISON**  
Special Events, Tourism, Conference & Theatre  
Marketing & Advertising Services

RFP: NO. 19-212

PRESENTED BY  **THE BARBER SHOP**  
MARKETING & PROMOTIONS

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

**TABLE OF CONTENTS**

Cover Letter	1
Sample Work	3
Introduction: Understanding Needs & Objectives	15
Vendor Questions	21
Description of Agency	25
What is your main area of expertise	21 & 26
What services do you provide/partners	27 & 28
Creative Process (how/when involve the client)	29
2 short case studies showing creative process	5 & 31
How many people	21
Key personnel/bios	22 & 41
bill rates by person	22 & 47
Process to manage creative interests	22
Comment on changes in direction	22
Mark up on services	23
Mark up Ad placement	23
Economic development in past	23
Past/Present Municipality	24
Account Conflict	24
References	45
Fee Structure	46 & 47
Sample Contract	48
Forms	51 - 70
Reporting	74
PR/PSA	85 - 86
Experiential/Promo	87 - 88
Social Media	89
Additional Case Studies	90

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

1



Amy Hall  
Grubbie Style LLC, dba The Barber Shop Marketing  
14135 Midway Rd, Suite G-150  
Addison, TX 75001  
July 20, 2019

Town of Addison  
Purchasing Division  
5350 Belt Line Road  
Dallas, Texas 75254

Dear Purchasing Division:

Thank you for the considering The Barber Shop Marketing on RFP#19-212 Special Events, Tourism, Conference & Theatre Marketing and Advertising Services. The Barber Shop Marketing (TBS) is a full-service boutique advertising and marketing agency serving Dallas for over 17 years. TBS is proud to have multiple certifications for being a Hispanic Woman owned business including: Women's Business Council, HUB – Historically Underutilized Businesses, SBE – Small Business Enterprise, and the DFW Minority Supplier Development Council.

Being an Addison based business, we have taken steps to become involved in our community. We have immersed ourselves with the town of Addison through involvement in Addison Treehouse, local chamber events and city networking events. We also participated in the Co-Working Day in the park in May. We also had the opportunity to work with the city providing assistance in gathering demographic information from attendees at some of Addison's signature events such as Oktoberfest, Kaboom Town, and Taste Addison.

Our experience with the marketing and promotions of other municipal events such as the Richardson's Wildflower Arts & Music Festival and the Cottonwood Arts Festival, as well promoting events for the cities of Allen and Hurst, make us uniquely qualified for this RFP. We understand the necessity of an integrated campaign that marries with strong creative to drive attendance to events. In 2018, TBS performed more than 1,300 activations across the country for major brands like Chevy and Smoothie King. Our background as an onsite promotions and events specialist sets us apart from many local agencies and has allowed us to participate in the promotion of many national brands.

TBS has been recognized on multiple occasions for media expertise, acquiring four individual and two Agency of the Year awards. Since 2016, the agency has placed and managed \$16.3MM across all media on behalf of our local and regional clients. In addition to buying traditional media, we have extensive experience providing creative copy for broadcast radio, TV/cable, and OOH media placements ranging from graphic design development and production. Additionally, TBS has earned accolades for commercial production, a complete list of awards is included in the proposal.

Best Regards,

Amy Hall  
President

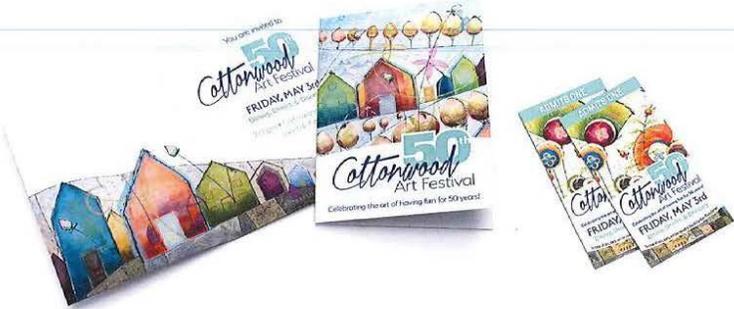
[thebarbershopmarketing.com](http://thebarbershopmarketing.com) 14135 Midway Rd., G150 • Addison, TX 75001 214.217.7177

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2

Cottonwood Art Festival: Invitation & Tickets

**EVENT COLLATERAL**



Wildflower Arts & Music Festival: Event Guide

**EVENT COLLATERAL**

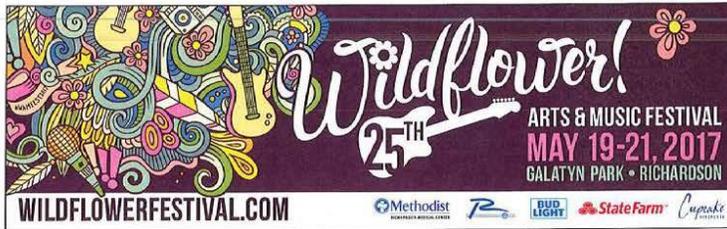


**EXHIBIT B**  
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**Response to RFQ 19-212**

3

Wildflower Arts & Music Festival: Outdoor Board

**OUTDOOR DISPLAY**



DCCCD: Outdoor Board

**OUTDOOR DISPLAY**



**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

4

City of Allen: Event Poster

**DISPLAY SIGNAGE**



**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

5

Reunion Tower: Terminal Display

DISPLAY SIGNAGE

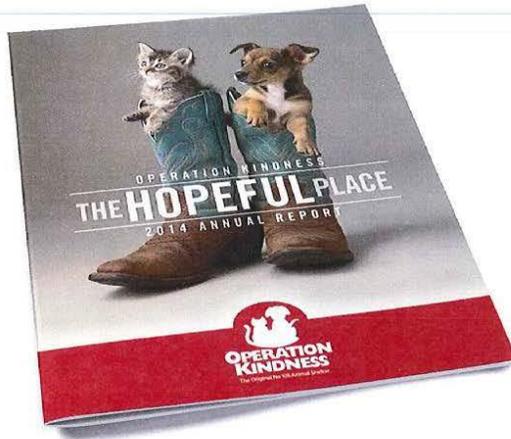


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**Response to RFQ 19-212**

6

Operation Kindness: Annual Report

CORPORATE COLLATERAL



Agreement for Advertising and Marketing Services

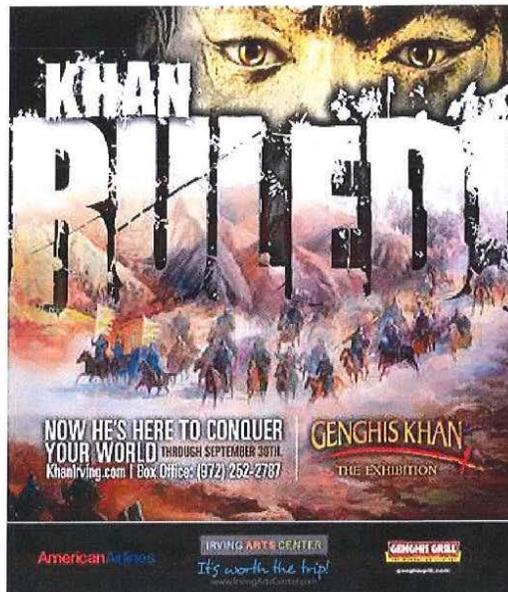
Page 41

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

7

Irving Arts Center

PRINT ADS



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**Response to RFQ 19-212**

8

DCCCD: Outdoor Board Campaign

**OUTDOOR DISPLAY**



**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

9

Form & Elevation

WEBSITE



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**Response to RFQ 19-212**

10

Cooper Clinic: Mailer

CORPORATE COLLATERAL

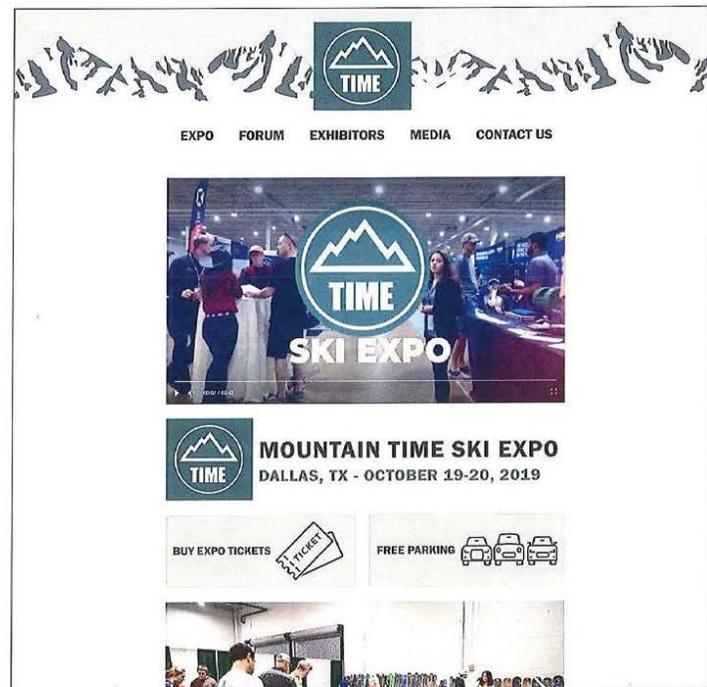


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**Response to RFQ 19-212**

11

Ski Time Ski Expo

WEBSITE



**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

12

Original Animation Samples

VIDEO/PRINT



[https://www.youtube.com/watch?v=LY1LiyEwKQs&list=PL\\_CM0XDRsXyVCMf4YDuJ-INIVJzZguinQ&index=10](https://www.youtube.com/watch?v=LY1LiyEwKQs&list=PL_CM0XDRsXyVCMf4YDuJ-INIVJzZguinQ&index=10)



Agreement for Advertising and Marketing Services

Page 47

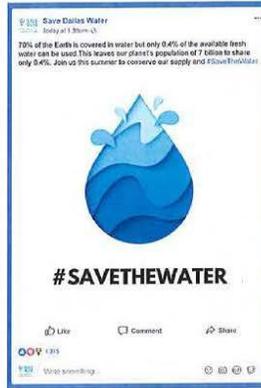
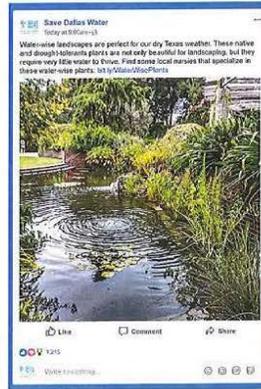
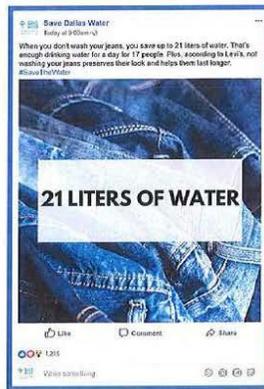
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Grubbie Style LLC, DBA The Barber Shop Marketing  
Response to RFQ 19-212

13

Facebook, Twitter, Instagram

POST SAMPLES

Facebook, LinkedIn, Twitter, Instagram

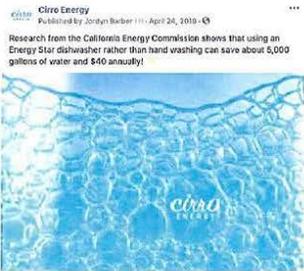


**EXHIBIT B**  
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**Response to RFQ 19-212**

14

Post Samples

SOCIAL



**EXHIBIT B**  
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**Response to RFQ 19-212**

15

Needs

**INTRODUCTION**

Addison faces some unique challenges today, there has been a slow yet steady shift in the Addison culture/population. Some of the issues, albeit out of the control of the Town of Addison might severely impact the longterm growth if not addressed.

**THINGS LIKE:**

- 1) Addison population 15,500 however 125,000 people commute here during the day.
- 2) Lack of available land for expansion.
- 3) Increased pull Northward for business and talent.
- 4) Addison, once considered "North Dallas" is now more centrally located

**OPPORTUNITIES TO LEVERAGE MEDIA/PR:**

- 1) Centrally located
- 2) Proximity to 3 airports: Addison Airport, DFW and Love Field]
- 3) New DART – Cotton Belt Line
- 4) Large number of restaurants and high-profile events
- 5) A concentration of QUALITY multifamily and rental apartments
- 6) Community with a unique urban neighborhood, perfect for "placemaking"
- 7) Heritage events: Kaboom Town (1985), Taste Addison (1993), Addison Oktoberfest (3 decades)

**COMPETITIVE ADVANTAGE FOR BUSINESS: THE ADDISON STORY**

- 1) Array of business incentives available at the state and local level. Addison specific:  
Fast track permitting, site selection, assistance, Chapter 380 Grants, Employment recruitment assistance
- 2) Addison Real Estate opportunities:  
office space \$24.52/SF, retail space \$19.34/SF industrial space \$7.12/SF
- 3) Transportation Infrastructure: Highways, Rail, Air, International Entry
- 4) Recognition as the Knowledge Capital of the World
- 5) Access to a skilled workforce  
4-year degree Addison (56.1%) Texas (27.1)
- 6) Quality of life: central location, local amenities, attractions, new DART station, housing

**EXHIBIT B**  
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**Response to RFQ 19-212**

16

Objectives

APPROACH

Strategic Plan Summary

Addison is the vibrant, active and growing hub of north DFW that offers  
 endless possibilities for visitors and more.



**GOALS AND STRATEGIES TO SUPPORT THE UPDATED VISION**

The following goals were determined from the on-site goals and visioning work session. The bullet points under each represent strategies to achieve these goals.

**GOAL 1: Promote Addison as a place of choice for talent looking to live, work and/or play in the Dallas-Fort Worth region.**

- Create a unified brand, messaging and marketing tools that can be used not only by the Town of Addison, but also by its employers to help retain and attract talent to Addison.
- Strategically identify and pursue the types of talent that would align with Addison's vision, as well as the needs of existing employers.
- Address talent attraction and development issues using standard, as well as unique and non-traditional programs and incentives. This may include different strategies for corporate businesses versus commercial/retail/service businesses.

**GOAL 2: Maintain a business climate that differentiates Addison and supports the needs of its existing and new corporate audiences in Addison's recommended target industries.**

- Continually monitor needs of existing businesses and prioritize/address issues as appropriate.
- Ensure Addison's policies support the types of attraction and expansion projects that align with Addison's target industries.
- Maintain and grow the entrepreneurship ecosystem within Addison through gaining knowledge about the needs of this business audience.
- Create awareness about current business resources provided by the Town of Addison, as well as partner organizations. This will allow Addison to become a one-stop shop for economic development and business needs.

**GOAL 3: Promote Addison's key assets and points of difference to its target industries.**

- Ensure Addison's brand and messaging resonate with its "business" audiences and marketing materials include the information needed for these companies to make growth decisions.
- Conduct outreach to companies within Addison's target industries through researching, planning and executing relationship marketing strategies with decision makers in each industry.
- Help build capacity among Addison's internal stakeholders and partners to enable them to help facilitate and reinforce Addison's brand and messaging.

**GOAL 4: Leverage Addison's quality of place to support its "people" audiences (residents, employees, visitors).**

- Elevate the focus for the next generation of neighborhood developments needed to attract and retain Addison's target audiences, including the positioning of Addison as a whole as North Dallas County's "new downtown".
- Enhance walkability and connectivity within Addison, including maximizing economic development potential from the recently funded Cotton Belt rail line, to create more synergies for all audiences between and among different neighborhoods and districts.
- In consideration of future rail service at the DART/Cotton Belt station, capitalize on Addison's geography with a focus on intra-regional connectivity and the opportunity to become a hub of regional mobility within the Dallas-Fort Worth market.
- Continually monitor and be responsive to the needs of residents and employees.
- Retain and grow Addison's existing base of commercial and retail businesses to continually enhance Addison's quality of place.

**EXHIBIT B**  
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**Response to RFQ 19-212**

17

TBS Philosophy+ The Addison Way

**APPROACH**

Our agency's campaign approach is refined from years of experience and has proven to yield a significant amount of reach as a result. We offer a unique perspective and an opportunity for the Town of Addison to use TBS as an extension of the brand. At our core, we work best collaboratively, **the Addison Way**. We have the experience, organization and technical skill to execute quickly.

Our agency will implement strategic tactics to produce successful community outreach efforts that go beyond public relations and traditional paid advertising to enhance understanding of critical issues the city currently faces of businesses migrating North. TBS is uniquely qualified to achieve the campaign goal through the following strategies:

**Event Marketing Strategy**

TBS has a separate promotions arm that specializes in planning community relations programs and public events through on-site activations and event marketing strategies. TBS is well-versed in managing multiple time-sensitive campaigns simultaneously. For example, in 2018, the Promotions Department executed 1,372 activations for 12 different clients, while successfully completing three daily programs for a local government agency, the DFW Airport. The agency has developed a proprietary online portal of over 2,000 diverse brand ambassadors to select from for public events. Exclusive access to this portal allows the agency to choose quality ambassadors to represent the brand with available information on work history, past evaluations, and reviews. Several ambassadors are bilingual as well, which will allow the agency to successfully reach diverse communities in the North Texas market.

**Social Media Strategy**

TBS will leverage all three campaigns to increase awareness, motivate, and educate Addison residents and businesses by developing issue-oriented messages that will resonate with diverse communities on various social media platforms. The agency has extensive knowledge and experience planning and implementing social media campaigns on Facebook, Instagram, and Twitter. Our experts in the Digital and Productions Department also provide webpage development and support for multiple clients. The agency has experience working on diverse social media campaigns that reach various demographics. Our Productions Department specializes in the development of video, GIFs, and photography with our camera/video equipment to produce authentic content on various social media platforms. Our expertise in web and graphic design also extends to animation, which will resonate with younger audiences to enhance this behavior change campaign for future generations. See a sample of our social media strategy in Section 3.1.

**Traditional Media Strategy**

The Barber Shop Marketing was established in 2003 out of our founder's tenured experience in radio. Since then, we have trail-blazed the way forward navigating an ever changing landscape of traditional media and non-traditional media. We are tenured experts in proven media that works and use that knowledge and experience to drive results using TV, Radio, Out of Home (OOH), Print and/or Digital. Most of our clients have experienced double-digit growth year-over-year as a result of our traditional and digital buying strategies. Part of that success is achieved by our ongoing relationships with vendors. Through those relationships over the years, we can negotiate the most effective and efficient media rates in the North Texas market, as well as an average 20% added value (in broadcast media) for our clients. Since 2016, the agency has placed and managed \$16.3MM across all media on behalf of our local and regional clients. In addition to buying traditional media, we have extensive experience providing creative copy for broadcast radio, TV/cable, and OOH media placements ranging from graphic design development and production. In 2018, our agency won four prestigious Davey Awards for our creative work for four different clients. These clients' campaigns ran simultaneously, and our agency was able to produce award-winning material for multiple time-sensitive projects.

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

18

Scope of Work

**CAMPAIGN STRATEGY**

- Marketing strategy and project management for the Special Events and, Tourism Departments, as well as the Addison Conference and Theatre Centre
- All new creative concepts and implementation for special events including Taste Addison, Kaboom Town!, Oktoberfest and Addison After Dark.
- All new creative concepts and implementation for tourism efforts and the Addison Conference and Theatre Centre
- Attend all event marketing team meetings as required by Addison.
- Regular status calls to review outstanding items.
- Track budget, schedule, and list of deliverables to ensure timely completion, review and submission.
- Consult on advertising and insertions.
- Provide a written marketing report following each event or campaign no later than 20 days following each event. Report shall include the following as a minimum:
  - Marketing recap report
  - Impressions and /or response rate for all media
  - Update on marketing activity completed during the time period.
  - Tracking success metrics identified in the marketing plan
  - Success stories
  - Suggestions for improvement
- Purchase/creation of photography and/or illustration for the event campaigns
- Copywriting
  - Writing and editing services for all collateral pieces outlined in the Creative Deliverables listed below.
  - Copywriting to include original and two rounds of revisions.
- Printing and production as outlined in the Creative Deliverables
- Graphic design and production as outlined in the Creative Deliverables.

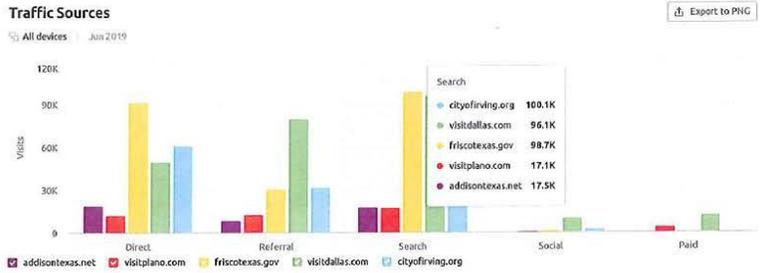
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**Response to RFQ 19-212**

Competitive Landscape

**CAMPAIGN STRATEGY**

The migration North coupled with the amount to time companies are searching on the Internet before selecting a location, SEO/website positioning should be an important piece to the Town of Addison's overall campaign strategy. Below is a snapshot of the Town of Addison's website as compared to others locally.

Domain	Visits	Unique Visitors	Pages / Visit	Avg. Visit Duration	Bounce Rate
addisontexas.net	44.6K -14.04%	26.1K -13.20%	2.81 -27.13%	05:04 -26.21%	77.85% +30.31%
visitplano.com	45.8K -4.20%	37.1K -8.94%	1.73 -22.89%	01:36 -43.53%	84.10% +40.97%
friscotexas.gov	221.8K +22.42%	111.3K +7.68%	3.38 +21.74%	03:00 -22.75%	74.61% +7.16%
visitdallas.com	247.5K -5.64%	211.3K +1.09%	2.45 +7.62%	01:13 -54.66%	76.28% +4.73%
cityofirving.org	194.6K -9.25%	125.2K +9.29%	2.78 -4.28%	01:46 -29.80%	72.09% -19.54%



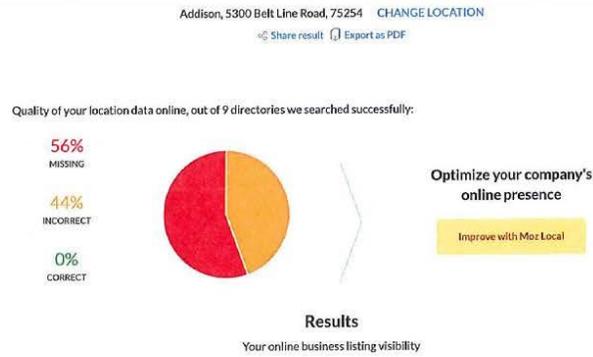
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**Response to RFQ 19-212**

20

Town of Addison

**LISTINGS**

Additionally, listings assist in searchers finding what they are looking for. The Town of Addison has none correct in the main online directories.



Directory	Business Info	Hours	Photos
Google Search	Addison Town Hall 5300 Belt Line Road, Dallas (972) 450-7001 <a href="http://tdaddison.tx.gov/">http://tdaddison.tx.gov/</a>	✓	✓
Google Maps	Addison Town Hall 5300 Belt Line Road, Dallas (972) 450-7001 <a href="http://tdaddison.tx.gov/">http://tdaddison.tx.gov/</a>	✓	✓
Facebook	Listing not found		
Bing	Listing not found		
Foursquare	Skin Specialists of Allen / Addison 5304 Belt Line Rd, Dallas +19726496644 Website missing	✗	✗
Factual	At the moment we cannot reach this directory		

**EXHIBIT B**  
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**Response to RFQ 19-212**

21

Q&A: With Supporting Documents

VENDOR QUESTIONS

**1 Provide a brief description of your agency.**

TBS Introduction Page 25

**2 What is your main area of expertise (economic development, events, tourism, consumer, other)?**

- Benefits of Partnering with TBS Page 26
- TBS is an agency that specializes in ROI driven campaigns. most of our clients enjoy double digit growth regardless the category. we have a few areas of specialty with one being municipalities and community organizations. some of these municipal partners include, the cities of Richardson, City of Hurst, City of Allen, DFW airport, Dallas County Community Colleges, and Texas A&M Commerce.

**3 What services do you provide (creative development, illustration, writing, strategic marketing, collateral development, etc.)?**

- We are a full-service ad agency. See our list of services on page 27

**4 Describe the creative process and how/when you involve the client.**

- See our creative process outlined on pages 29 & 30

**5 Provide two short case studies showing the creative process and results.**

- DCCCD Storyboard- DCCCD  
DCCCD Programmatic Case Study  
DCCCD Quarterly Recap  
YouTube Link: <https://youtu.be/a9p4ZTEqv-0>
- City Of Richardson- Flowchart  
City of Richardson- Project tracker  
City of Richardson- Wildflower Sample Creative Deliverables  
City of Richardson- Cottonwood Sample Creative Deliverables

**6 How many people are employed at your agency? How many of these employees work on creative advertising projects? How many of these employees work in general administrative capacities?**

DEPARTMENT	#
Principal	1
Creative	5
Account Service	2
Media	1
Experiential	1
Administrative	4

Agreement for Advertising and Marketing Services

Page 56

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

22

Q&A: With Supporting Documents

VENDOR QUESTIONS

**7 Provide a list of key personnel and bios including creative or marketing specialists, as well as those who would be assigned to the Town of Addison account? What are their billing rates by person/title?** Town of Addison will have access to all member of TBS. Typically we assign one account executive to attend meetings and serve as the liaison to the creative team. TBS operates using collaborative brain storms, so Addison will always have all hands-on deck for projects.

NAME	ROLE	HOURLY RATE
Amy Hall	Principal	250
David Adkins	Creative Director	175
Madeleine Flint	Graphic Artist/Web Developer	100
Bobby Paschall	Photography/Video	150
Taylor Lloyd	Photography/Video	175
Jordyn Walters	Content Writer/Digital Manager	150
Christie Friday	Account Executive	150
Jay Stokes	Account Executive	150
Gaela Renee Hall	Account Planner/Media Director	150
Jaelyn Garcia	Promotions	150

**8 Describe your process to manage the creative interests of multiple parties who may have differing opinions which may lead to minor or major conflict.**

We utilize processes which result in many approvals throughout the process. With frequent approvals along the way and over communication, we have often times minimize internal conflicts. We also use data to determine things like logo placement, background color, ethnicity/gender used in ads. Many times, the creative choices are best practices that lead to double digit conversions in ads.

**9 Comment on your process to manage frequent changes in direction.**

Most of our clients are ROI driven clients that frequently change direction. We always provide an estimate based on SOW before work commences. we also account for 2 revisions in that price. we also are unique in that we have an event promotions department that handles over 1,000 events annually, with many requiring last minute adjustments.

**10 What is your mark-up on printing and outside services?**

Printing & Promo items 10%, less depending on volume

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

23

Q&A: With Supporting Documents

VENDOR QUESTIONS

**11 What is your mark-up on advertising placement?**

Standard agency 15%, which includes: negotiation, reconciliation, and production of assets. TBS also requires a 20% added value from our vendors above negotiated schedule

**12 If you have marketed economic development in the past, provide a list of what elements the agency created, and any awards.**

TBS has worked on many campaigns; we have won many awards for our work including 6 of the IFEA/HAAS & Wilkerson Pinnacle Award for the City of Richardson. See a complete list of awards on Page 44.

**13 Have you ever marketed tourism in the past.** No tourism specifically, but we do specialize in driving attendance to big events. We drive tickets/ attendance for the DFW Boat Shows, Cottonwood, and Wildflower.

**14 If you have worked in the past or are currently working for another municipality, provide a description of the work performed.**

**Town Of Addison:** We have provided assistance for the City of Addison to gain information and understanding on visitors to the premier events. The city was interested in gaining more detailed demographic info on who is attending these events and why they are coming. Some of their premier events are Octoberfest, Kaboom Town, Taste Addison, Addison after dark and Vitruvian park events.

The surveys we helped to complete asked questions in the following areas:

- What zip code are attendees traveling from?
- What is the main reason for attending a specific event, for example Kaboom Town has fireworks, but also music, food and carnival atmosphere?
- How does the cost of events impact attendance?
- Are attendees utilizing other local amenities such as hotels and local restaurants?
- What size groups are attending these events?
- Demographic info such as income and earnings levels for attendees?
- Overall levels of satisfaction of the events, how happy are the attendees with the experience?
- How did they hear about the event, so the city can assess their marketing and communication efforts?

**City of Richardson:** producing Cottonwood and Wildflower almost 10 years. Produce all assets in house, place and manage media. CASE STUDY INCLUDED

**City of Hurst:** for SEO in the 2019 season they were booked every weekend April through August. CASE STUDY INCLUDED

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

24

Q&A: With Supporting Documents

VENDOR QUESTIONS

**DFW airport:** providing concierge teams to assist English, Spanish, Japanese speaking visitors to navigate the airport.

**Dallas County Community College:** We were Agency of Record for 8 years, prior to Kathy Cook's retirement in 2018. While AOR, we placed, managed all media, produced creative in English and Spanish. Most years they performed with double digit growth in enrollment numbers. CASE STUDY INCLUDED

**15. Do you have any potential account conflicts?** No we do not have any conflicts.

In fact, we have a wealth of knowledge ready for the Town of Addison to harness.

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

25



The Barber Shop Marketing and Promotions is a premier advertising think tank consisting of award-winning designers, plugged-in technical geniuses, social media masters, commercial production powerhouses, and web development gurus. Your business could not be in better hands.

We deliver high quality, creative advertising solutions. Whether you need a brand clean up, have something holding you back, or you want to build from the ground up, we'll give you that perfect cut and style. As brand ambassadors, you can make us your one-stop-shop for all advertising needs. We're small, and that makes us different. The classic advertising agency cannot offer clients the value we do: full attention.

Our interdisciplinary team of creative and resourceful thinkers consistently build effective strategies at warp speed while providing consistent availability and reliability.

Because the consumer journey is complex, we are always a step ahead. We're experts at blending traditional and creative media; we are conscious of testing and implementing the most innovative procedures and techniques. This allows us to tailor strategies that participate and connect with the consumer in the always weaving-and-bobbing, technological world.

**MISSION**

We are strategic partners, delivering exceptional client service, high quality creative and strategic marketing/advertising solutions

**PURPOSE**

Personal and professional satisfaction gained from expanding our client's business and exceeding expectation

**AT OUR CORE**

**QUALITY | CREATIVITY | STRATEGY | ACTION**

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**Response to RFQ 19-212**

26

## Benefits of Partnering with TBS

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**AWARD-WINNING** Addison based Advertising and Marketing Firm founded in 2003.



**GOVERNMENT/MUNICIPALITIES:** Familiar with RFP process through government agencies. Current clients include: DFW Airport, City of Richardson, City of Hurst, Town of Addison, City of Allen, and Irving Arts Center.



**PROVEN SUCCESS WITH EDUCATION/NON-PROFIT (PSA):** Well-versed in campaigns to drive student enrollment and retention for education. Some our clients have included: Baylor University, Dallas County Community Colleges, DeSoto ISD, and Texas A&M Commerce. Non-profit includes: Operation Kindness, Taylor's Gift, and The Warren Center.



**SENIOR TALENT:** Opportunity to work with marketing professionals, most with 20+ years of experience with no outsourcing.



**INSURANCE:** TBS will meet any requirements of the city, proof of coverage in forms.



**MINORITY CERTIFICATIONS:** Hispanic Woman Owned certified by Dallas/Fort Worth Minority Supplier Development Council (DFWMSDC), Women's Business Enterprise National Council (WBENC) as Minority Owned Business; Historically Underutilized Business (HUB), Small Business Enterprise (SBE), Women's Business Enterprise (WBE), Women Owned Small Business (SBAWOSD).



**AGENCY NICHE:** ROI driven marketing/digital campaigns with full transparency.



**BUYING POWER:** Leverage broader agency spend for reduced fees and lower rates. Buying media in DFW since 2003. Since 2016 TBS bought over \$16MM in media in North Texas.



**TBS AGENCY TOOLS:**

- **PROJECT MANAGEMENT SOFTWARE:** TBS uses Advantage Project Management software for effective resource and project management including employee time, project deliverables and approval.
- **VIDEO AND PHOTOGRAPHY:** TBS owns their own video and camera equipment giving you the option of original content or stock content through access of our subscription library.
- **RESEARCH:** Licensed research tools to leverage industry learnings (Nielsen, access to Scarborough).

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

27

## Things We Do

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### Account Service and Strategy

Branding & Refresh  
Analytics & Data Management  
Consumer Identification  
Marketing Automation  
Public Relations  
Market & Competitor Research

### Media Planning and Buying

Full Service Media  
Urban Marketing  
Multicultural  
National & Local Broadcast  
Media Planning  
Media Buying  
Media Buy Posting  
Sponsorship & Experiential Audit  
Print & Out Of Home  
Digital & Programmatic

### Digital Marketing

Programmatic  
Digital Re-targeting  
Reputation Management  
Website Development  
Social Media Management  
Social Media Advertising  
Native Ads  
Pixel Placement & Tagging  
Search Engine Optimization (SEO)  
Search Engine Marketing (SEM)  
Curated Content & Video  
E-mail Marketing

### Creative and Production

Creative Concepting  
Video Production  
Corporate Videos  
White Board Explainers  
Photography  
Animation  
Graphic Design  
Logo Design  
Outdoor  
POS & POP  
HTML5 Ad Design  
Radio Production  
Script Writing  
Copywriting  
Production & Printing  
Direct Mail

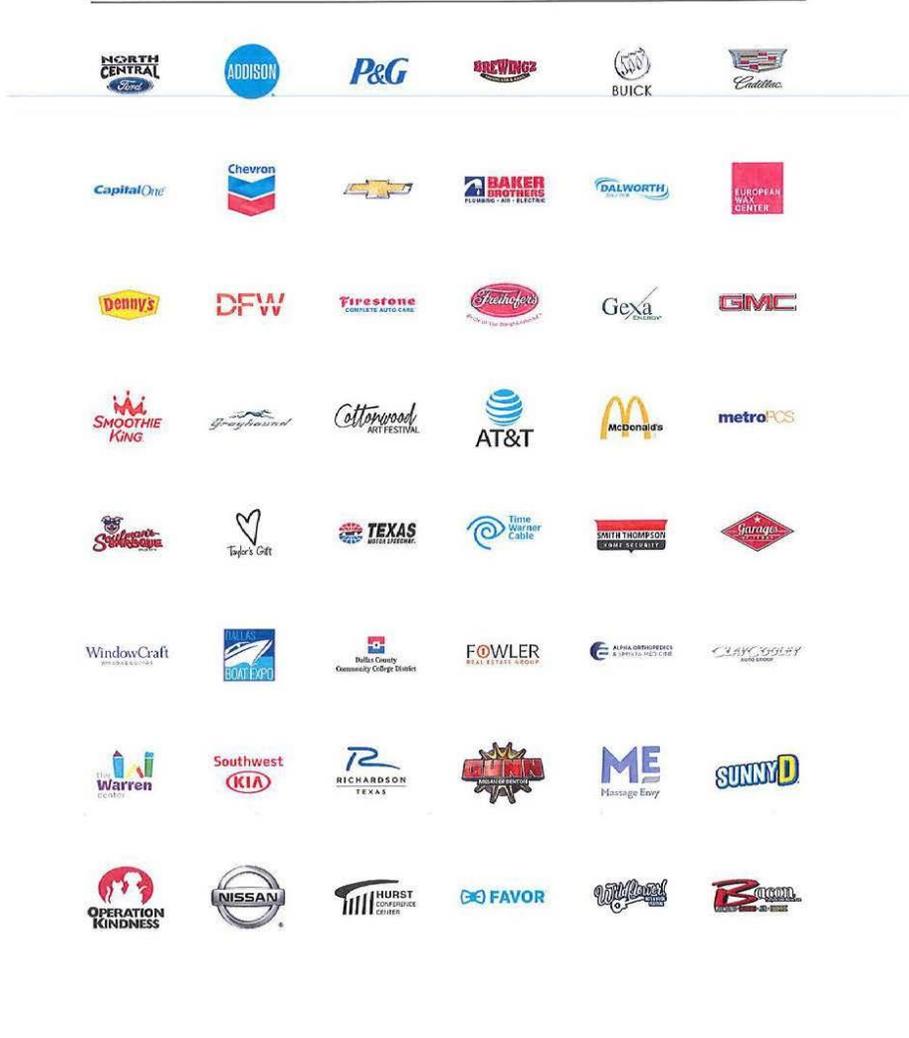
### Promotions

Lead Generation  
Fulfillment  
Brand Ambassadors  
Promotional Models  
Street Teams  
Event Manager  
Special Events  
Activations  
Guerrilla Marketing  
Secret Shopping  
Sampling  
Sponsorships  
Sweepstakes  
Game & Prize Insurance  
Asset Procurement, Storage & Management  
Grand Openings

EXHIBIT B  
Grubbie Style LLC, DBA The Barber Shop Marketing  
Response to RFQ 19-212

28

Partners



**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

29

Creative

**PROCESSES**

Client Meeting	<b>CREATIVE PROCESS OVERVIEW</b>	Client Approval
✓	<b>1</b> Initial Client Meeting	
	<b>2</b> Project and Time Line Development	✓
	<b>3</b> Creative Estimates	✓
	<b>4</b> Market Research / Creative Assets	
	<b>5</b> Design Creative	
	<b>6</b> Present Concepts	✓
	<b>7</b> Revise Creative	
	<b>8</b> Client Approval	✓
	<b>9</b> Send Final Creative to Vendor	

**EXHIBIT B**  
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**Response to RFQ 19-212**

30

Creative

PROCESSES

**1 Initial Client Meeting**

Gather information on client service(s) and/or product(s). Gain knowledge of the brand and brand guidelines such as logo usage, colors, fonts, imagery, etc. Engage in discussion on clients vision for creative, objectives for creative, and determine goals to be met. Determine which creative pieces and medium will be required to reach goals.

**2 Project and Time Line Development**

Meet with account manager and creative team to develop overall strategy and time line for creative process.

**3 Creative Estimates**

Meet with Production Manager and creative team to discuss creative items and specs for each. Engage with vendors to obtain competitive costs and present quotes to client for approval.

**4 Market Research / Creative Assets**

Gather research on target audience and creative medium. Research competitors and trends. Collect all creative assets including logos, images and any assets required to meet brand guidelines.

**5 Design Creative**

Conceptualize the goals and objectives that reflect the brand. Work with creative team to design and develop creative ideas and concepts. Create visuals and proofs to present concepts to the client.

**6 Present Concepts**

Present final concepts to the Project Manager and the client for input. Discuss concepts that best fit the objective and brand. Determine which concept will be used to move forward in completing the project.

**7 Revise Creative**

Further develop the final concept and make any revisions required. Work with Project Manager and creative team to finalize and complete all creative.

**8 Client Approval**

Collaborate with Project Manager to present final work and deliver to client for final approval.

**9 Send Final Creative to Vendor**

Finalize all creative and prepare files for vendor use. Work with Production Manager to deliver all creative files to vendors and begin the final step in production. Deliver all completed creative to appropriate sources.

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**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

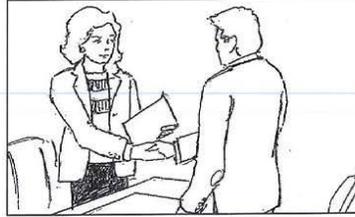
31

DCCCD TV :30 "You're Hired!"

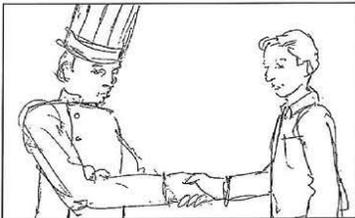
**STORYBOARD**



SMALL OFFICE INTERIOR, BUSINESS WOMAN LOOKING OVER A RESUME, STANDS UP FROM HER DESK.  
 MUSIC: Upbeat



SHE REACHES ACROSS HER DESK TO A YOUNG MAN AND SHAKES HIS HAND.  
 BIZ WOMAN: You're hired.



CUT TO A HEAD CHEF CONGRATULATING YOUNG MAN.  
 CHEF: You're hired.  
 AVO: When you go to a Dallas Community College, you're not just enrolling in college...



CUT TO WELDING CONTRACTOR APPRAISING THE WORK OF A JOB APPLICANT.  
 WELD: You're hired  
 AVO: ...you're hiring a career coach. With training that translates into jobs. Degrees that lead to careers.



CUT TO HEAD NURSE IN BUSY HOSPITAL SPEAKING WITH YOUNG CANDIDATE.  
 NURSE: You're hired.  
 AVO: Dallas Community Colleges, higher education...



CUT TO LOGO SEQUENCE  
 AVO: ...that actually gets you hired.

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**Response to RFQ 19-212**

32

DCCCD TV :15 "Cutting Edge"

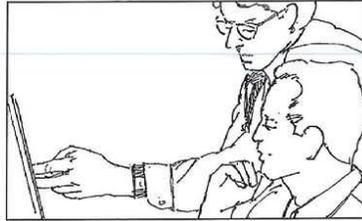
**STORYBOARD**



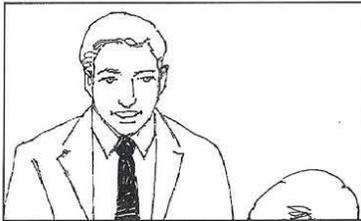
WIDE SHOT BUSINESS IT AREA. JOB APPLICANT IS DEMONSTRATING THE ABILITY TO WRITE CODE TO SUPERVISOR.

MUSIC: Upbeat

AVO: Dallas Community College's Computer IT programs employ cutting edge technology.



CUT TIGHT TO SUPERVISOR AS A SMILE BREAKS OUT.  
AVO: Giving you the training you need to cut it in the real world.



CUT TO TIGHT TWO SHOT.  
IT SUP: "You're hired!"



CUT TO LOGO SEQUENCE  
AVO: Dallas Community Colleges.  
Higher education that get's you hired.

**EXHIBIT B**  
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**Response to RFQ 19-212**

33

DCCCD RADIO: "Job vs. Career"

SCRIPT

MUSIC: Upbeat

ANNCR.: There are a lot of jobs out there...

VOICE: (Drive-thru Speaker) Can I take your order!?

ANNCR.: But not every job is a career. That's where Dallas Community Colleges come in.

With courses that prepare you. Training that makes you employment ready.

And the tuition is just a fraction of 4-year and technical schools.

So you want to be a chef?

"You're Hired!"

An auto mechanic?

"You're Hired!"

A Nurse?

"You're Hired!"

Dallas Community Colleges, higher education that gets you hired.

Find out more at [dccc.edu](http://dccc.edu).

**"Get Used To It"**

MUSIC: Upbeat

ANNCR.: When you go to a Dallas Community College there are two words you get used to hearing.

"You're Hired!"

See, when you choose a Dallas Community College, you're not just paying for an education, you're hiring a career coach.

"You're Hired!"

With courses designed to help you achieve. Help you succeed. And training that makes you job ready.

"You're Hired!"

There's a Dallas Community College near you. Or go to [dccc.edu](http://dccc.edu).

Dallas Community Colleges.

Higher education that actually gets you hired.

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**Response to RFQ 19-212**

Programmatic Digital Display and Video

**CASE STUDY**

**Dallas County Community College District (DCCCD)**

DCCCD's goal with Programmatic Digital Video and Display was to maximize influence and awareness of their offerings leading up to the Fall Registration deadline. The Colleges offer associate degree and career/technical certificate programs in more than 100 areas of study, including one- and two-year certificates and degrees. Tactics used were Site Targeting, Cross Device Behavioral Targeting, Cross Device Re-targeting, Pre-Roll Video, and Video Event Re-targeting. Part of the strategy was to use video specifically created for digital pre-roll video and placing pixels on strategic landing pages to measure site activity.

**The 9-week campaign delivered the following:**

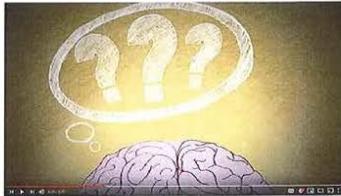
- Over 7.2MM impressions served to Vocational/ Technical School or Associate Degree Intenders.
- 11,290 clicks and 63,087 site activities.
- Video drove awareness from the top of the funnel, while Display pushed users down to the end goal.
- Video drove engagement with 72% VCR & 65% of total clicks
- Display drove scale and action with 85% of impressions & 93% of site activities.
- 95% of activities were post-impression, meaning users continued to come back to the site and explore further.



DCCCD - Knowledge



DCCCD - Welding



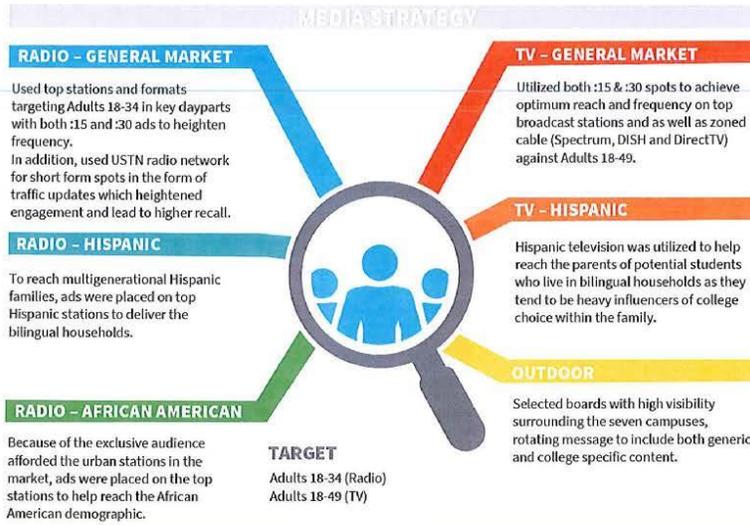
DCCCD - Dreams

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**Response to RFQ 19-212**

35

Dallas County Community College District

**QUARTERLY RECAP**



**MEDIA RESULTS**

<p><b>OUTDOOR</b></p> <ul style="list-style-type: none"> <li>• 20 Digital Displays</li> <li>• 2,986,718 Spots</li> <li>• 114,866,210 Impressions</li> <li>• \$1.79 CPM</li> </ul>	<p><b>RADIO</b></p> <p><b>GM Radio:</b> KDMX-FM, KEGL-FM, KFJR-AM, KHKS-FM, KJKK-FM, KLIF-FM, KLTY-FM, KPLX-FM, KVIL-FM</p> <ul style="list-style-type: none"> <li>• :05's, :15s, :30's</li> <li>• 2,684 Spots</li> <li>• 11,164,000 Impressions</li> <li>• \$18.17 CPM</li> </ul> <p><b>KXT Radio:</b></p> <ul style="list-style-type: none"> <li>• :15s Sponsorship Spots</li> <li>• 234 Spots</li> <li>• 342,572 Impressions</li> <li>• \$26.57 CPM</li> </ul> <p><b>USTN Radio</b></p> <ul style="list-style-type: none"> <li>• Traffic :10s</li> <li>• 327 Spots</li> <li>• 1,331,923 Impressions</li> <li>• \$22.53 CPM</li> </ul>	<p><b>TELEVISION</b></p> <p><b>GM TV:</b> KDAF, KDFI, KDFW, KTUT, KTXA, KXAS, WFAA</p> <ul style="list-style-type: none"> <li>• :15s, :30's</li> <li>• 2,081 Spots</li> <li>• 9,679,690 Impressions</li> <li>• \$41.59 CPM</li> </ul> <p><b>Hispanic TV:</b> KAZD, KMPX, KSTR, KUVN, KXTX</p> <ul style="list-style-type: none"> <li>• :30's</li> <li>• 627 Spots</li> <li>• 6,388,084 Impressions</li> <li>• \$25.81 CPM</li> </ul> <p><b>KXTX World Cup Package</b></p> <ul style="list-style-type: none"> <li>• :30's + Digital Streaming</li> <li>• 10 Spots</li> <li>• 886,493 Impressions</li> <li>• \$28.31 CPM</li> </ul> <p><b>Cable</b></p> <p>Dallas County Zones, Ads Everywhere Streaming</p> <ul style="list-style-type: none"> <li>• :15's</li> <li>• 5,174 Spots</li> <li>• 555,211 Impressions</li> <li>• \$87.04 CPM</li> </ul>
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**Response to RFQ 19-212**

36

Media: City of Richardson

**MEDIA FLOWCHART**

 <b>2018 WILDFLOWER FESTIVAL MEDIA FLOWCHART</b>	JAN		FEB			MAR			APR			MAY										
	1	8	15	22	29	5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	
<b>Wildflower Festival 5/18-20</b>																					WF	
<b>TELEVISION</b>																						
<b>KXAS (NBC 5)</b>																						
<b>RADIO</b>																						
<b>KJJK-FM (100.7 - Adult Hits)</b>																						
Live at Festival (Saturday)																						
2-4 hour live appearance																						
Station Win, Live Cut-ins, Min of 15:15's																						
<b>KPLK-FM (99.5 - Country)</b>																						
<b>KKKT-FM (115 Sponsorships) (91.7 - Adult Alternative)</b>																						
Digital Audio - Spotify (Katz Audio)																						
<b>PRINT</b>																						
<b>Dallas Observer</b>																						
(4) Full Page Ad + Color																						
(4) Half Page Ad + Color																						
(6) Newsletter Inclusion (Promo, Events, Music)																						
50K Online Impressions (Home, Calendar, Music)																						
50k Mobile Banners WAP site																						
(1) Month of Native Banner Ads																						
<b>DIGITAL</b>																						
<b>Culture Map</b>																						
(1) Promoted Article (On home page for one month)																						
Event Calendar - 1 month																						
(1) Targeted Promo Alert																						
(2) Targeted Social Media Posts																						
<b>Wildflower Targeting:</b>																						
North Dallas - Sherman, Dallas & surrounding cities within 30 mile radius																						
Adults 21+																						
Live Music Lovers																						
ROS - Rotate on EVERY article page + Mobile																						
Minimum of 500K Impressions																						
<b>Digital - Display (Varick Media)</b>																						
Data Driven Audience Buying																						
Site																						
Keyword Contextual																						

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

37

Deliverables: City of Richardson

**PROJECT TRACKER**

Media	Media Type	Length/Size	Creative due to Client	Final Creative due to Media	Media in market	Status
Facebook	online	Header/Icon	2/1	2/1	2/1	Complete
		Bus Exteriors 144" w x 29.25" h				
DART		Safety Area 141" w x 26.25" h	4/10			complete
Newsletter Template			2/1	2/1	2/1	Complete
Friends of Festival Flyer	print	Tri-fold, 250 qty	2/11	2/22		Complete
Promo Poster	print	11x17, 800 qty	2/11	2/22		Complete
Souvenir Cups	print	10,000 qty	3/8	3/15		complete
Stage Scrim Banners	print	140 x 390"	3/13	3/27	4/16	Complete
Bill Stuffer	print	4 x 9", 600,000	3/19	3/26	3/29	Complete
Stickers for Brochure Holders	print	150	3/19	3/26	3/29	Complete
		Working Media, Plaza Stage, Amphitheater, Singer/Songwriter, Hill Hall, Bud Light Stage				
Satins	print				4/1	Complete
		Backstage, Exhibitors, Staff, Property Partners, Eisemann Center				
Credentials	print				4/1	Complete
T-Shirts - Merchandise	print	Souvenir, Ladies Tank, Headband				Complete
T-Shirts - Staff	print	Volunteers, Event Staff, Video Crew	3/25	4/1	4/22	Complete
Souvenir Poster	print	16 x 24"	4/8	4/15	4/26	Complete
Street Banners	print		4/1	4/8	4/22	Complete
Festival Event Guide	print	15,000	4/22	4/29	5/13	
Hospitality Brochure	print	2,200	3/25			complete
Community impact	print	1/4 pg				Complete
Impact news	print	1/2 pg				Complete
Impact Banners	online	banners				Complete
		728x90, 300x600, 300x250, 320x50 and 640x90	4/3	4/10	4/15	Complete and sent
CultureMap	online					sent
Observer Print Ads	print	9.375" x 11"	4/12	4/19	4/25	
		728 x 90, 300 x 250, 468 x 60 - all under 50k 320 x 50 under 50k	4/15	4/22	4/25	complete and sent
Observer Online Banners	online					
		728 x 90 under 20k, 650 x 650 logo under 50k, 50-75 words of copy	4/15	4/22	4/25, 1x week of 5/2, 2x week of 5/9 & 2x	complete and sent
Observer Newsletter	online					
Dallas Observer - In-Kind added value	Added Value					
		160x600, 300x50, 300x250, 300x600, 320x50, 728x90	4/8	4/15	4/22	complete and sent
Goodway	online					
		:30s, :15s banner ads	4/15	4/22	5/6	Complete and sent
KJJK/KVIL	radio					
		homepage takeover 1800x1050, plus a 300x250	4/15	4/22	5/6	Complete and sent
KJJK/KVIL	online					
		social posts	4/15		4/29-5/17	complete and sent
KJJK/KVIL - Giveaways	radio	Tickets for giveaways, contest promo copy		4/15	+ ALT 5/6 KJJK	
KJJK/KVIL - Onsite	radio	Event Promo copy		4/29	5/13	

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

38

Wildflower Arts & Music Festival

**POSTERS**





**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

40

City of Hurst

**SEO CASE STUDY**

Organic Keywords Trend



**ORGANIC KEYWORD TRENDS**

POSITION	CAMPAIGN LAUNCH	12 MONTHS	18 MONTHS	CURRENT (19 MONTHS)	% IMPROVEMENT SINCE LAUNCH
TOP 3	5	13	12	22	77%
4-10	1	11	15	22	95%
11-20	2	12	18	25	92%
21-50	30	84	118	119	75%
51-100	32	153	199	222	86%
<b>TOTAL</b>	<b>70</b>	<b>273</b>	<b>362</b>	<b>408</b>	<b>83%</b>

**BACKLINK TRENDS**



**64%** INCREASE IN ORGANIC TRAFFIC | 
 **81%** INCREASE IN BACKLINKS | 
 **69%** INCREASE IN REFERRING PAGES

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

41

**TEAM BIOS**

*Full resumes available upon request.*



**AMY HALL**

Amy has nearly 20 years of experience in advertising, marketing, and running her own show. It's no surprise that she has worked for some impressive, big names in the biz. As an entrepreneur at heart, Amy is the perfect fit to take over our leadership at The Barber Shop Marketing from iconic founder Liz Barber. Her vision and direction for each client, combined with support for our team, make her irreplaceable. Amy makes sure the team lives by the core values we established, every day, and leads with purpose. Her ability to see talent in people and what motivates them is a strength that she implements daily to improve and move forward, in both her personal life and agency life.



**GAELA RENEE HALL**

With nearly 15 years in the media industry and education from the University of North Texas, Gaela Renee's prowess was recognized by her peers and colleagues at the 2018 Alliance for Women in Media Awards of Excellence Gala when she received an award for Regional Buyer.

At The Barber Shop, she takes pride in her market knowledge and her ability to approach each differently. Her strategies are centered on reaching the target audience with the best media. She specializes in TV, Radio, Out of Home, Print, and Programmatic, and maintaining stellar relationships with vendors. Fueled by her favorite coffee Gaela moves at full speed in order to keep pace with where the industry is heading and in collaborating with her teammates to ensure the best work is being done for clients.

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

42

**TEAM BIOS**

*Full resumes available upon request.*



**DAVID ADKINS**

As our resident creative extraordinaire, David is a jack of all trades and a master of many. From everything such as logo design, illustration, and animation, David strives to maintain brand integrity and quality creative. He's constantly coming up with brilliant ideas while continuing to handle a huge workload. We are consistently impressed by him and he pretends to not know how wonderful he is (we think he knows). Really, he's awesome. He's a family man, enjoys tacos, and firmly believes in always choosing pie over cake. On weekends he spends his free time expressing his creativity through a digital illustration, cooking, or a carpentry project.



**JORDYN WALTERS**

As a graduate in English, Jordyn gained experience by mastering Language with a capital L. Her role at TBS combines targeted content writing and the many leaves of digital marketing. From social media management and advertising to SEO and SEM, she's committed to bring existing and new campaigns to life and exceed client goals. She's also proofreading almost everything we do here; no pressure, of course.

Jordyn loves The Transcendentalists, searching for dog accounts on Instagram, and is a sucker for pointy-toe boots. If you're looking to kill some time, ask her about Back to the Future and Stevie Nicks.



**MADELEINE FLINT**

When Madeleine was at Southern Methodist University (studying to receive her BFA in Studio Art and Minors in Graphic Design and Advertising), she joined our team as an intern. After graduating, we knew we couldn't lose her, so we convinced her to stick around and join us full time as a graphic designer.

Madeleine is obsessed with dogs, particularly with golden retrievers and her own golden Gracie that lives in Los Angeles, her hometown. If she had to give other animal's a shot at domestication, it'd be llamas or giraffes. She firmly believes that the keto diet is the enemy and creates her own art in her free time. Madeleine is also a proud Slytherin -- the highlight of her life includes the honor of being the "chosen one" at Universal Studios and getting her wand.

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

43

**TEAM BIOS**

*Full resumes available upon request.*



**CHRISTIE FRIDAY**

Christie started in media at 16 by doing photography and reporting for a local newspaper. Needless to say, her young efforts grew into her graduating from the University of North Texas and securing positions at Univision and managing local sales at CBS TV. She eventually found her home with us because Amy knew she'd rock it at the development and management of new clients. And she does! Christie utilizes our team to collaborate and provide the ultimate client experience. She is very personable with our brand, so she is always out and about meeting with potential clients and keeping tabs on our current clients.



**JAY STOKES**

Jay is a Marine Corps Veteran that joined our team with over 20 years of experience in sales and marketing. His personable attitude and always-on-the-move footing made him a perfect match in our Business Development department. Jay loves to travel and spent half of 2017 traveling Europe, so we're in luck that this mover-and-shaker decided to settle down with us.

Jay's favorite country to visit is Italy and he'll challenge you to an Italian or Thai eating contest anytime, anywhere. In his spare time he focuses on meeting his daily latte quota and enjoys petting other people's pets.



**JACLYN GARCIA**

Born and raised in Arlington, Texas, Jaclyn's love affair with marketing began just after graduating from the University of North Texas and landing a job on the advertising side at Six Flags. Eager with inspiration, she joined our team in 2011. Jaclyn tackles the non-media side of our agency, which includes logistics, client calls, responding to RFPs, and traveling for onsite activation. She is diverting toward new, innovative formulas that create a brand experience client's cannot find anywhere else. She enjoys the busyness and chaos her position brings. It keeps her sane. In fact, Jaclyn works so hard that you'll find her getting in bed at 9pm. We think she deserves it.

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

44

## Awards

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### AWM

2018 Local Agency Digital Account Manager  
2017 Local Agency Broadcast Buyer  
2017 Agency Media Director of the Year  
2016 Agency of the Year  
2015 Agency Media Director of the Year  
2014 Agency of the Year  
2014 Agency Principle of the Year  
2012 Agency Media Director of the Year

### Telly Award

2017 Dallas Community Colleges  
2017 Aaron Crawford – Music Video  
2014 Dallas Community Colleges – TV Campaign  
2013 Baker Brothers Plumbing – TV Campaign  
2012 Dallas Community Colleges – TV Campaign

### IFEA/Haas & Wilkerson Pinnacle Award

2018 Best Event Invitation: Gold - Cottonwood Art Festival  
2018 Best Volunteer Program: Gold - Wildflower! Arts & Music Festival  
2018 Best Radio Promotion: Silver - Wildflower! Arts & Music Festival  
2018 Best Commemorative Poster: Bronze - Cottonwood Art Festival  
2018 Best Other Merchandise: Bronze - Cottonwood Art Festival  
2018 Best Street Banner: Bronze - Wildflower! Arts & Music Festival

### Davey Award

2018 North Central Ford Zero Percent Commercial  
2018 Baker Brothers A/C Running Commercial  
2018 Wildflower Art & Music Festival Event Poster  
2018 Segfault Film Trailer  
2017 Segfault Movie Poster  
2016 Soulman's Boss Hogg Poster  
2016 Retail Ready Video

### National Education Advertising

2014 Dallas Community Colleges "Brain TV"  
2014 Dallas Community Colleges "Brain Radio"

### Educational Advertising Award

2015 Gold Winner - Dallas Community Colleges "We Are the 7"

## Certifications



**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

45

**Current Clients**

**REFERENCES**

(Include: Names, Addresses, Phone No's., Dates, Work Description and Contract Amounts.)

**Company: United Boat Dealers of North Texas**  
Contact Name: Bron Beal  
Contact Title: Marketing Director  
Address: 1720 Milestone Ridge Rd. Lewisville, Texas 75067  
Phone Number: 972-345-6008  
Email: bron@dfwboatshow.com  
Contract: AOR: \$700,000 annually /8 year contract  
Contract Status: Active

**Company: City of Richardson**  
Contact Name: Serri Ayers  
Title: Superintendent of Community Events  
Address: 2100 East Campbell Rd., Suite 100, Richardson, Texas 75-81  
Phone Number: 972-744-4582  
Email: serri.ayers@cor.gov  
Contract: AOR \$118,000 annually, 12 years  
Contract Status: Active

**Company: Baker Brother's Plumbing, Air Conditioning and Electrical**  
Contact Name: Jimmie Dale  
Contact Title: President  
Address: 2615 Big Town Blvd., Mesquite, Texas 75150  
Phone Number: 214-534-4167  
Email: jdale50@bakerbrothers.com  
Contract: AOR: 10 years, \$3 Million annually  
Contract Status: Active

**Company: Hurst Conference Center**  
Contact Name: Chris Connelly  
Contact Title: General Manager  
Address: 1601 Campus Dr Hurst, Texas 76054  
Phone Number: 817-479-8806  
Email: cconnolly@hurstcc.com  
Contract: SEO SERVICES: \$49,080/annually, since Nov 2017  
Contract Status: Active

**Company: Mountain Time Ski Expo**  
Contact Name: Julien DuPont  
Contact Title: Director  
Address: 2200 N Stemmons Fwy, Dallas, Texas, 75207  
Phone Number: 505-401-6739  
Email: julien@mountaintimeexpo.com  
Contract: MEDIA/TV PRODUCTION/WEBSITE REFRESH/SOCIAL ADS/DIGITAL MARKETING: \$56,150/annual  
Contract Status: Active

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

46

Internal Rate Card

**HOURLY RATES**

DESCRIPTION	HOURLY RATE
Principal	250
Account Executive	150
Account Services Director	200
Broadcast Producers	150
Media Director	150
Creative Director	175
Account Planner	150
Account Coordinator	100
Copywriting	100
Digital Producers	100
Social Media Managers	100
Pivoting Ad sizes	75
Managing Ads/Insertions	75
Photography	175

Blended Rate Available based on Number of Retained Hours.  
TBS uses Advantage to track hours.  
Estimates provided before work begins.

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

47

Individual Rates

**HOURLY RATES**

DEPARTMENT	# EMPLOYEES	NAME	HOURLY RATE
Principal	1	Amy Hall	250
Creative	5	David Adkins	150
		Madeleine Flint	200
		Bobby Paschall	150
		Taylor Lloyd	150
		Jordyn Walters	175
Account Service	2	Christie Friday	150
		Jay Stokes	100
Media	1	Gaela Renee Hall	100
Experiential	1	Jaclyn Garcia	100
Administrative	4	Jeanne Thompson	
		Cathy Germany	
		Kaleigh Beal	
		Rachel Myers (Intern)	

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

48

Sample: The Barber Shop Marketing

SERVICES AGREEMENT

THE BARBER SHOP MARKETING SERVICE AGREEMENT

This AGREEMENT ("Agreement"), dated as of \_\_\_\_\_ 2019, by and between \_\_\_\_\_ ("Client") with an address at \_\_\_\_\_ and THE BARBER SHOP MARKETING ("Contractor") with an address at 14135 Midway Rd G150 Addison, Texas 75001, is for Contractor's professional services as further detailed on Exhibit A of this Agreement ("Services"), attached hereto and incorporated herein. The Parties agree as follows:

1. **Services Provided by Contractor:** All Services provided by Contractor for Client shall be outlined on Exhibit A. Additional services may be provided at the estimated rates outlined on Exhibit A, which shall be based on the scope of work and approved by Client before the additional work commences. Any additional labor or resale items will be negotiated in good faith between Client and Contractor.
2. **Ownership:** Contractor retains all rights in and to all Deliverables (defined below), including copyrights and other intellectual property rights, until full and complete payment of the compensation as further detailed on Exhibit A ("Compensation"), is received by Contractor. Upon Contractor's receipt of the full payment of Compensation, Contractor grants all rights in and to Deliverables to Client, provided, however, that Client acknowledges that this transfer of rights is expressly conditioned on such receipt. "Deliverable" shall mean all materials developed, created, furnished or prepared by Contractor for Client and selected by Client during the Term of this Agreement, as set forth on Exhibit A. Notwithstanding the foregoing, any and all conceptual ideas presented to Client by Contractor, which are not selected as a Deliverable, shall remain the sole property of Contractor. During the Term of this Agreement, Contractor's logo may appear on Deliverables created for Client.
3. **Term:** The term of this Agreement shall be set forth on Exhibit A ("Term") and remain in full force and effect until the completion of Services, subject to earlier termination as provided in in this Agreement.
4. **Compensation:** Client will pay Contractor the amount set forth in Exhibit A. Such Compensation shall be due and payable to Contractor within Thirty (30) days of the date of the applicable invoice, unless otherwise set forth in Exhibit A. All Compensation must be paid in U.S. currency. Delays resulting from the action or inaction of Client may result in an adjustment in fees by the Contractor, subject to Client approval. All rights of the Client herein are conditioned on Contractor's receipt of full payment. In addition, Contractor may suspend performance of services and withhold delivery of materials until payment in full of all amounts due. Contractor shall not be liable for any damages, losses or liabilities that may arise out of Contractor's suspension of performance and/or withholding of materials due to Client's non-payment. Late payments shall accrue interest at the rate of 1.5% per month. Contractor shall be entitled to all of its costs of collection of amounts outstanding hereunder, including without limitation, the fees of its attorneys. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to a pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.
5. **Applicable Taxes:** Client shall be solely responsible for and shall pay all sales, use, foreign and other similar taxes required by any governmental authority exercising control or taxing authority relating to this Agreement, the products and services which are subject to this Agreement, and the invoices sent to Client by Contractor. Both parties shall be responsible for their own personnel's wages, federal, state and local income taxes, and worker's compensation. For purposes of clarification, such applicable taxes as detailed herein are not specified on Exhibit A but, shall still remain the sole responsibility of Client.
6. **Client Contact:** During the Term, Client agrees to approve or send revisions to Contractor by the later of Seventy-Two (72) hours or Three (3) business days of receipt of the Deliverables, including but not limited to, written posts and articles (if applicable). During the Term, Contractor will use good faith efforts to report progress directly to the Client Contact listed in Exhibit A.
7. **URL:** The website URL will be defined in Exhibit A and will not change unless agreed upon by both parties.
8. **Termination:** Either party may terminate this Agreement for any reason by giving Thirty (30) days written notice to the other party, provided however, that Contractor may terminate this Agreement at any time due to Client's breach of Paragraph 4, 9, or 10 of this Agreement. Upon the expiration or termination of this Agreement by either party, and the full payment of Compensation (according to Exhibit A) to Contractor, all completed campaigns and property purchased or constructed specifically for the Client, including but not limited to, URLs, websites, video ads, audio ads, and print ads, but excluding rentals such as servers, production equipment, monthly services, will be transferred to the Client within Thirty (30) days after the execution of the termination letter, as such letter is provided to Contractor by Client.

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

49

Sample: The Barber Shop Marketing

SERVICES AGREEMENT

THE BARBER SHOP MARKETING SERVICE AGREEMENT

9. **Client Representations:** Client represents and warrants to Contractor that: (i) it is the exclusive owner of all right, title and interest to all intellectual property used in accordance with the Agreement and that the materials submitted to Contractor do not infringe on any valid rights of any third party; (ii) nothing contained herein violates the terms of any other agreement, judgment or decree to which Client is a party or subject; and (iii) it has the full legal authority to enter into this Agreement, and grant the rights granted to Contractor hereunder.
10. **Confidentiality:** Both parties shall hold in strict confidence, and shall not directly or indirectly copy, reproduce, use or disclose to any person except each party's respective business and legal advisors, at any time any information that comes into its possession relating to this Agreement including, without limitation, the terms, amounts payable hereunder, and existence of this Agreement, the Services to be performed hereunder, or their respective businesses, properties, financial information, assets, marketing plans or programs, product/service specifications, business plans, objectives, components of intellectual property or business concepts (collectively, "Confidential Information"). Upon the expiration or termination of this Agreement, each party shall return to the other all written or descriptive matter which contains Confidential Information. Information regarding the services, cost, algorithms, tools, employees, or contractors will remain proprietary information for both the Client and the Contractor.
11. **Indemnification:** During and after the Term hereof, Client shall indemnify and defend Contractor from all claims, liabilities, demands, causes of action, judgments, settlements and expenses (including, reasonable attorneys' fees and court costs) arising out of or in connection with any breach of any representation, duty, or warranty, made by Client hereunder ("Claim"), provided such has been reduced to a final adverse judgment in a court of competent jurisdiction or settlement entered into with the Client's consent, such consent not to be unreasonably withheld, delayed or conditioned. In no event shall either party be liable for any consequential damages or loss of profits. Client shall reimburse Contractor on demand for any liability or payments made at any time for any expense paid or incurred or to be paid or incurred in connection with any Claim.
12. **Notices:** All notices hereunder shall be sent by confirmed facsimile, delivery service, or certified mail, return receipt requested, to the address specified on the most recent Invoice or such other address as the party specifies in writing.
13. **Assignability:** Neither party may assign this Agreement without the prior written consent of the other party.
14. **Jurisdiction:** This Agreement and the parties' performance hereunder shall be construed according to, and governed by, the laws of the State of Texas without giving effect to the conflict of law provisions either of the State of Texas or of any other jurisdiction. The parties to this Agreement agree that any litigation between them relating to or arising out of this Agreement shall only be filed in a state or federal court of competent jurisdiction located in Dallas County, Texas. Should such litigation be filed in a court not located in Dallas County, Texas, the parties hereto consent and agree to its transfer to or dismissal and re-filing in a state or federal court of competent jurisdiction located in Dallas County, Texas.
15. **Waiver:** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
16. **Severability:** If any paragraph of this Agreement is void, voidable or unenforceable, the remaining provisions shall remain in full force and effect.
17. **Entire Agreement:** This Agreement (including all Exhibits) supersedes all prior negotiations and understandings and agreements between Client and Contractor in connection with Contractor's Services. No oral agreements shall be binding until written and signed by Client and Contractor. The signatures below indicate that Client and Contractor have carefully read, fully understood and agreed to all provisions of this Agreement.
18. **Limitations:** CONTRACTOR MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WHICH ARE NOT EXPRESSLY MADE IN THIS AGREEMENT.

**AGREED AND ACCEPTED:**

	<b>THE BARBER SHOP MARKETING</b>
By: _____	By: _____
An Authorized Signatory	An Authorized Signatory
Date: _____	Date: _____

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

50

Sample: The Barber Shop Marketing

**SERVICES AGREEMENT**

THE BARBER SHOP MARKETING SERVICE AGREEMENT

EXHIBIT A

Exhibit A to the Agreement between \_\_\_\_\_ Client") and THE BARBER SHOP MARKETING ("Contractor") dated as of February 1, 2019.

<b>TERM</b>	February 1, 2019 to December 31, 2019, automatically renews with 30 days to cancel.
<b>SERVICES, DELIVERABLES &amp; SCHEDULE, MONTHLY</b>	
<b>URL</b>	
<b>CLIENT CONTACT</b>	
<b>COMPENSATION</b>	XXXX Dollars (\$XXXXXX), payable on the first day of each month during the Term.
<b>ESTIMATES OF ADDITIONAL SERVICES</b>	<ul style="list-style-type: none"> <li>Traditional Media, Digital services will be billed to the client at a rate of 15% (fifteen percent) of Gross purchases.</li> <li>Any video production or creative hours will be quoted on a project to project basis.</li> </ul>

AGREED AND ACCEPTED:

\_\_\_\_\_

**THE BARBER SHOP MARKETING**

By: \_\_\_\_\_  
 An Authorized Signatory

By: \_\_\_\_\_  
 An Authorized Signatory

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B  
Grubbie Style LLC, DBA The Barber Shop Marketing  
Response to RFQ 19-212**

51

**CERTIFICATES**





**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

53

**TOWN OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b>TOWN OF ADDISON to be provided a WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-:VII-rated or above.</b>
4. <b>Professional Liability</b> Aggregate \$1,000,000.00 per year.	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence	<b>TOWN OF ADDISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION or material change in coverage. Insurance company must be A-:VII-rated or above.</b>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: 972-450-7074 or **emailed to: [purchasing@addisontx.gov](mailto:purchasing@addisontx.gov)**. Questions regarding required insurance should be directed to the Purchasing Manager.

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

54

With respect to the foregoing insurance, Town of Addison

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

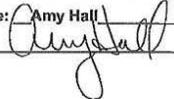
**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# BID 19-212

Company: Grubbie Style LLC, DBA The Barber Shop Marketing

Printed Name: Amy Hall

Signature:  Date: 7/20/19

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

55

**INSURANCE**

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YYYY) 01/16/2019
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER The Jenkins Agency 1161 Corporate Dr., West #306 Arlington TX 76006		CONTRACT NAME Rosalind Fantry PHONE NO. EXT. 817-226-4311 FAX NO. 817-226-4315 E-MAIL Rosalind@thejenkinsagency.com		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Grubbie Style LLC 14135 Midway Rd. Suite G-150 Addison TX 75001		INSURER A: Ohio Security Ins. Co		INSURER B: Republic Vanguard Ins. Co		24074 27863
		INSURER C: Starstone National Ins. Co.		INSURER D: Texas Mutual Insurance Co.		25496 22945
		INSURER E: Certain Underwriter Lloyds of London		INSURER F:		
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Location	BKS56760900	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER				DAMAGE TO RENTED PREMISES (per occurrence) \$ 1,000,000 MED EXP (per person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> OTHER	CNO555036304	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (all accidents) \$ 1,000,000	
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per person) \$ Hired Collision \$ 80,000	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	82645Q185ALI	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 9,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> RETENTION \$ 0				AGGREGATE \$ 9,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Spec. describe class of DESCRIPTION OF OPERATIONS below	0001316203	12/03/2016	12/03/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
E	Media Professional Liability	ESG02587966	06/09/2018	06/09/2019	Per Claim \$1,000,000 Aggregate \$1,000,000	
CERTIFICATE HOLDER San Jacinto College Contracts & Purchasing Services 4620 Fairmont Parkway, Suite A2.208 Pasadena TX 77044	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jal S. K.</i>					

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

56

**Town of Addison**

**Indemnification Agreement**

**Contractor's Indemnity Obligation.** Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons") and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

57

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: 19-212 Special Events, Tourism, Conference and Theatre Advertising and

Marketing Services

Company Name: Grubbie Style LLC, DBA The Barber Shop Marketing

Signature: 

Date: 7/20/19

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

58

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Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

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Section I Company Profile

Name of Business: Grubbie Style LLC, DBA The Barber Shop Marketing  
Business Address: 14135 Midway Rd G-150 Addison Texas, 75001

Contact Name: Amy Hall  
Phone#: 214-217-7168 or 703-597-4881 (cell)  
Fax#: 214-217-7175  
Email: amy@thebarbershopmarketing.com

Name(s) Title of Authorized Company Officers: Amy Hall, President

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.  
DUN #: 03-049-7583

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

59

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Dallas, TX 75254

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of   365   Days.

Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.  
<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

HUB Owned Business Yes, Include a current copy of your HUB certification with your response INCLUDED  
Certification number 1271927830600 and expire date Aug 5, 2020.

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

60

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes  No

Bid Bond: Is Bid Bond attached if applicable?  Yes  No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: \_\_\_\_\_



Date: 7/20/19

Title: President

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

61



**Interested Parties**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

**Filing Process**

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), please follow Instructional Video for Business Entities.

**ACKNOWLEDGED**

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

62

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>
		Date Received
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p align="center">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b> _____</p> <p align="center">Signature of vendor doing business with the governmental entity</p>		<p>6/3/19</p> <p align="center">Date</p>

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212  
63

**OVERVIEW**

The Town of Addison, Texas is seeking proposals for an advertising agency to provide marketing and advertising services to the Town of Addison, Texas. The selected firm will provide services related to the special events produced by the Town of Addison, tourism and the Addison Conference and Theatre Centre as outlined in the Scope of Services. If chosen, no guarantees of amount of work or amount of billings will be made. The selected agency will be brought before the Addison City Council for final review and approval before a contract can be signed and work can begin.

**BACKGROUND**

The Town of Addison is a 4.4 square mile city located on the northern edge of Dallas, Texas. Addison is truly unique in the amenities and customer service it provides to Dallas-area residents and visitors. Within 4.4 square miles, Addison offers abundant opportunities for lodging, dining, and shopping with more than 180 restaurants, 23 hotels, and 12 million square feet of office space. Addison perfectly blends the diversity of a big city with the ambiance of a small town. For more information on the Town of Addison, please visit the Town of Addison website at [www.addisontexas.net](http://www.addisontexas.net).

**TYPES OF PROJECTS**

Addison produces four major special events each year which bring in more than 600,000 patrons annually: Taste Addison, Kaboom Town!, Addison After Dark and Addison Oktoberfest. Collateral pieces are created for each major special event including, but not limited to: programs, posters, electronic/email promotions, flyers, parking passes, print and online ads, road banners, etc. Publicity is a major part of the Town's events success and the selected agency will be expected to work as seamlessly as possible with Addison's City Manager's Office, Addison's Public Communications Director, Addison's Director of Special Events, the Town's PR firm, and sponsor representatives on all projects—strong, flexible collaboration is essential and required.

The Addison Economic Development and Tourism Department operates as the Town's Convention and Visitors Bureau. It is responsible for marketing the community to both the leisure and meeting planner markets through digital and print ads on social media, in trade publications and in mainstream outlets, as well as dedicated emails and sponsored content.

The Addison Conference and Theatre Centre offers 6,600 square feet of meeting space and two theatre spaces available for lease. It has been marketed through online search, as well as facebook ads and print ads in select local publications.

It is essential that the selected Agency function well in Addison's highly collaborative environment. A high degree of flexibility is essential to be successful as there are multiple interests that are represented in this process.

6/21/2019 2:05 PM

p. 4

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212  
64

Change of direction during each project is to be expected. The Agency must have a good process in place for guiding the collaborative process, managing the needs of multiple parties involved as well as accommodating the possible change in direction.

The selected agency shall have in place the professional staff to immediately begin designing and developing collateral for Addison events. Addison will begin planning for a major event immediately after the Agency is selected and approved by the City Council. The first event, Taste Addison, is the Town's regionally recognized food and music festival that attracts thousands of visitors to Addison.

**Addison Special Event Dates 2020**

Taste Addison — late May

Addison After Dark —Third Saturday of each month from April - November

Addison Kaboom Town! — July 3

Addison Oktoberfest — mid-September

The Department is in the process of expanded its event line up so additional events may be added to the scope during the contract period.

**SCOPE OF SERVICES**

The following are key deliverables:

- Marketing strategy and project management for the Special Events and, Tourism Departments, as well as the Addison Conference and Theatre Centre
- All new creative concepts and implementation for special events including Taste Addison, Kaboom Town!, Oktoberfest and Addison After Dark.
- All new creative concepts and implementation for tourism efforts and the Addison Conference and Theatre Centre
- Attend all event marketing team meetings as required by Addison.
- Regular status calls to review outstanding items.
- Track budget, schedule, and list of deliverables to ensure timely completion, review and submission.
- Consult on advertising and insertions.
- Provide a written marketing report following each event or campaign no later than 20 days following each event. Report shall include the following as a minimum:
  - Marketing recap report
  - Impressions and /or response rate for all media
  - Update on marketing activity completed during the time period.
  - Tracking success metrics identified in the marketing plan
  - Success stories
  - Suggestions for improvement
- Purchase/creation of photography and/or illustration for the event campaigns
- Copywriting

6/21/2019 2:05 PM

p. 5

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212  
65

- Writing and editing services for all collateral pieces outlined in the Creative Deliverables listed below.
- Copywriting to include original and two rounds of revisions.
- Printing and production as outlined in the Creative Deliverables
- Graphic design and production as outlined in the Creative Deliverables.

**Creative Deliverables**

<b>Taste Addison</b>	<b>Addison After Dark</b>	<b>Kaboom Town!</b>	<b>Oktoberfest</b>
Web Banner / Main Graphic	Web Banner / Main Graphic	Web Banner / Main Graphic	Web Banner / Main Graphic
Email Template	Email Template	Email Template	Email Template
Social Media Graphic/icons	Social Media Graphic	Social Media Graphic	Social Media Graphic
Parking Passes		Parking Passes	Parking Passes
Flyer			Flyer
Lanyard w/VIP card			
Program			Program
Kiosk Posters	Kiosk Posters	Kiosk Posters	Kiosk Posters
Billboards			Billboards
Belt Line Banner	Belt Line Banner	Belt Line Banner	Belt Line Banner
Print Ads	Print Ad	Print Ads	Print Ads
Print Ad Resize	Print Ad Resizes	Print Ad Resize	Print Ad Resize
Digital Ads/takeovers	Snapchat filter	Digital Ads	Digital Ads/takeovers
Digital Ad Resize	Digital Ads	Digital Ad Resizes	Digital Ad Resize
Radio Ad Copy	Digital Ad Resizes	Radio Ad Copy	Radio Ad Copy
TV ad Copy		TV Ad Copy	Bottleneck Hangers
Dedicated emails		Dedicated Emails	Case Cards
Snapchat filter		Snapchat Filter	Coaster Artwork
Menu Boards		Location Kiosks	TV Ad Copy
Location Kiosks		Posters	Dedicated Emails
Beverage Cards		Program Fan	Snapchat Filter
Window Clings		Social Media Videos	Location Kiosks
Posters			Menu Signage
Taste the competition stickers			Buttons
Shirts/wearable merchandise			Posters
Social Media Videos			Shirts/wearable merchandise
			Social Media Videos

6/21/2019 2:05 PM

p. 6

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212  
66

Tourism	ACTC
(4-5) Print Ads	Google Search Ads
Print Ad Resizing	Print Ads
(4-5) Digital Ads/takeovers	Print Ad Resizing
Digital Ad Resizing	Digital Ads
Social Media Graphics as needed	Digital Ad Resizing
Belt Line Banners	
Dedicated Emails	
Sponsored Content Pieces	
Branding Pieces	
Brochure (digital and printed)	

**QUESTIONS**

Questions concerning this RFP shall be posted through BidSync. Questions will be answered in a timely manner on BidSync. All interested vendors will be able to see all answers.

**RIGHT TO MODIFY OR WITHDRAW**

The Town of Addison reserves the right to change, amend, supplement or withdraw this RFP. The Town of Addison may also decide to reject all submitted responses and either reissue the RFP or discontinue the search for an Agency.

**SUBMISSION OF PROPOSALS**

The vendor shall submit, at no cost to Addison; One (1) Original and Three (3) copies of the Proposal along with a PDF copy on a memory stick. All shall be enclosed in a sealed envelope and be mailed or hand delivered to the attention of:

Town of Addison  
Purchasing Division  
5350 Belt Line Road  
Dallas, TX 75254

6/21/2019 2:05 PM

p. 7

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212  
67

Proposals should be labeled: "RFP#19-212 Special Events, Tourism, and the Addison Conference and Theatre Centre Marketing and Advertising Services"

**Proposals will be accepted until 2:00 P.M. on July 26, 2019**

Late proposal submissions will be returned unopened, and unsigned or incomplete proposals will be rejected as non-responsive.

**OBJECTIVE OF RFP**

The purpose of the RFP is to select a vendor to assist Town staff with marketing, advertising and original publicity for our special events, Tourism Department, and Addison Conference and Theatre Centre. It is the Town's intent to engage one or more agencies to perform these functions.

**CRITERIA FOR EVALUATION OF RESPONSES**

Responses will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective proposals.

The Town will only award the contract to a responsible vendor(s). In order to qualify as responsible, a vendor must meet the following criteria as they relate to this Request for Proposal:

- 1) The successful vendor must have adequate technical and financial resources to ensure satisfactory performance.
- 2) The successful vendor must have the necessary experience, organization, and technical skill to ensure satisfactory performance.
- 3) The successful vendor must have printing capabilities, including programs, flyers, posters, lanyards and a few other pieces. The Town does have several Addison vendors that it uses for certain collateral such as road banners and kiosk posters, etc.
- 4) The successful vendor will have a Texas office located within the four country regions of Dallas, Collin, Denton, and Tarrant. Selected vendor(s) will be expected to attend regular marketing team meetings in Addison.

**RFP EVALUATION PROCESS**

Responses will be evaluated using the following weighted criteria:

**1) Samples of Work (Up to 40 Points)**

Submit two examples (if available) of each of the following: creative concepts, brochures, event collateral, posters, newspaper and/or magazine

6/21/2019 2:05 PM

p. 8

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212  
68

advertisements, online advertisements, and social media creative in(Facebook covers/profile pics, Twitter backgrounds, videos, etc.).

**2) References (Up to 30 Points)**

**Three (3) references related to prior marketing and/or advertising service are required in the proposal.** This evaluation criterion will assign up to ten (10) points per reference. Special attention will be given to the quality of services provided to past or current customers. See #6- "References" under Proposals section of this RFP.

**3) Vendor Questionnaire (Up to 20 Points)**

This evaluation criterion will consist of verifying that all portions of the vendor questionnaire are accurately completed. In addition, the number of points per question will be based on the relevance of each response to advertising services for the Town of Addison.

**4) Average Hourly Cost (Up to 10 Points)**

The lowest average hourly fee (see question #7 on the Vendor Questionnaire) will be awarded all 10 points. All other proposals will receive points based on their ratio to the lowest proposal.

**MAXIMUM RESPONSE GRADE IS 100 POINTS**

**VENDOR PROPOSAL EVALUATION MEETINGS**

Discussions may be conducted with vendors to clarify the Town's requirements and the vendor's proposals. In addition, vendor finalists will be invited to give formal, in-person presentations to the Town panel approximately the last week in August.

**AWARD**

We may award this bid in part to one or more vendors. Award shall be made to the responsible vendor(s) with the highest overall score and is/are determined to be the most advantageous to the Town taking into consideration the criteria for proposal acceptance and the evaluation composite score. Vendors may team up and submit a joint proposal (ex: marketing support and design services).

**CONTRACT TERM**

Negotiations will be undertaken with the contractor whose proposal, as to price and other factors, demonstrate them to be qualified, responsible, and capable of performing the work. The contract developed will be the one most advantageous to the Town of Addison, cost and other factors considered. The Town reserves the right to consider proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the Town.

6/21/2019 2:05 PM

p. 9

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212  
69

Town of Addison

**REQUEST FOR PROPOSAL TERMS AND CONDITIONS**

1. **APPLICABILITY:** These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the Town of Addison's Request for Proposal (collectively, "Terms and Conditions") are applicable to Contracts/Purchase Orders issued by the Town of Addison (hereinafter referred to as the "Town" or "Buyer") and the Seller (herein after referred to as the "Seller," "Proposer," "Contractor," or "Supplier"). Any deviations must be in writing and signed by a representative of the Town's Purchasing Department and the Supplier. No Terms and Conditions contained in the Seller's Proposal, Invoice or Statement shall serve to modify the terms set forth herein. If there is a conflict between the Terms and Conditions and the provisions on the face of the Contract/Purchase Order, the Terms and Conditions will take precedence and control.

2. **OFFICIAL PROPOSAL NOTIFICATION:** The Town utilizes the following for official notifications of proposal opportunities: [www.bidsync.com](http://www.bidsync.com) and the Dallas Morning News of Dallas County. These are the only forms of notification authorized by the Town. The Town is not responsible for receipt of notifications or information from any source other than those listed. It shall be the Supplier's responsibility to verify the validity of all Request for Proposal information received from any source other than the Town. There will be NO COST to the Seller for using BidSync for its Bids/Proposals.

3. **PRIOR OR PENDING LITIGATION OR LAW SUITS:** Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable.

4. **COST OF RESPONSE:** Any cost incurred by the Supplier in responding to the Request for Proposal is the responsibility of the supplier and cannot be charged to the Town.

5. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No Town of Addison employee shall have a direct or indirect financial interest in any contract with the Town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the Town.

6. **COMPETITIVE PRICING:** It is the intent of the Town to consider Interlocal Cooperative Agreements and State/Federal contracts in determining the best value for the Town.

7. **INTERLOCAL AGREEMENT:** The successful Proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the Town. The Town is a participating member of several interlocal cooperative purchasing agreements. As such, the Town has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful Supplier may be asked to provide products/services based upon terms and conditions of award, to any other participant in a cooperative purchasing program.

8. **CORRESPONDENCE:** The proposal number must appear on all correspondence and inquiries pertaining to the Request for Proposal. The Purchase Order number must appear on all invoices or other correspondence relating to the contract.

9. **INDEMNITY/INSURANCE:** See attached Town of Addison minimum requirements.

10. **ERROR-QUANTITY:** Proposals must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

11. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the proposal or offer, and to accept the proposal or offer considered most advantageous to the Town by line item or total offer or proposal.

12. **PROPOSAL LIST REMOVAL:** The Town reserves the right to remove a Supplier from any Proposal list for: (1) continued failure to be responsive to the Town, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, or (4) failure to comply with the Contract/Purchase Order requirements.

13. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the Request for Proposal, all renewals will be based solely upon the option and agreement between the Town and the Supplier. Either party dissenting will terminate the contract in accordance with its initial specified term.

14. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the successful Supplier.

15. **ASSIGNMENT AND SUCCESSORS:** The successful Supplier shall not assign, transfer, pledge, subcontract, or otherwise convey, in any manner whatsoever, any contract resulting from this proposal, in whole or in part, without the prior written consent of the Town of Addison.

16. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the contract/purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.

6/21/2019 2:05 PM

p. 13

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212  
70

17. **ELECTRONIC SIGNATURE—UNIFORM ELECTRONIC TRANSACTION ACT:** The Town adopts Texas Business and Commerce Code Chapter 322, Uniform Electronic Transactions Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

18. **FUNDING OUT CLAUSE:** This agreement or contract may be terminated by the Town without notice and without penalty or liability in the event that (1) the Town lacks sufficient funds for this agreement or contract; (2) funds for this agreement or contract are not appropriated by the Town Council of the Town; and (3) funds for this agreement or contract that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the Town.

19. **DISPUTE RESOLUTION:** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the Town within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) If the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the Town whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) If those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

20. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Chapter 176 of the Texas Local Government Code requires that any person, as defined in the statute, considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Town not later than the 7<sup>th</sup> business day after the later of (a) the date the person (i) begins discussions or negotiations to enter into a contract with the local governmental entity, or (b) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity, or (b) the date the person becomes aware (i) of an employment or other business relationship with a local government officer, or a family member of the officer, described by the statute, or (ii) that the person has given one or more gifts described in the statute. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be found at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf). By submitting a response to this request, Supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

21. **PATENTS:** Seller agrees to indemnify and hold harmless the Buyer against all costs and expenses, including but not limited to attorneys fees, and undertakes and agrees to defend at seller's own expense, all suits, actions or proceedings in which Buyer or the users of Buyer's products are claimed to have conducted in, or are made defendants of, actual or alleged infringement of any U.S. or foreign patent or other intellectual property right resulting from the use or sale of the items purchased hereunder and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.

22. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Texas, including but not limited to the Uniform Commercial Code as adopted by the State of Texas, as effective and in force on the date of this agreement, without regard to its conflict of laws rules or the conflict of law rules of any other jurisdiction.

23. **VENUE:** This agreement is performable in Dallas County, Texas, and venue for any suit, action, or legal proceeding under or in connection with this agreement shall lie exclusively in Dallas County, Texas. Proposer submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder, and waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

24. **TERMINATION FOR CAUSE OR CONVENIENCE:** The Town at any time after issuance of this agreement, by 30 days written notice to the Supplier, has the absolute right to terminate this agreement for cause or for convenience (that is, for any reason or no reason whatsoever). "Cause" shall be the Supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Contract/Purchase Order. In such case the Supplier shall be liable for any damages suffered by the Town. If the agreement is terminated for convenience, the Supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the Town as of the effective date of the termination.

25. **FORCE MAJEURE:** To the extent either the Town or Proposer shall be wholly or partially prevented from the performance of this agreement or of any obligation or duty under this agreement placed on such party, by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance, then in such event, such party shall give notice of the same to the other party (specifying the reason for the prevention) and the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

26. **BAFO:** During evaluation process Town reserves the right to request a best and final offer upon completion of negotiations.

27. **PROTECTION OF TRADE SECRETS OR PROPRIETARY INFORMATION:** Proposals will be received and publicly acknowledged at the location, date, and time stated. Sellers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing sellers and kept secret

6/21/2019 2:05 PM

p. 14

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212  
71

during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal and identified by Seller in writing as such will be treated as confidential by the Town to the extent allowable in the Texas Public Information Act and other law.

**28. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**29. PROPOSAL RESPONSE CONTRACTUAL OBLIGATION:** This proposal, submitted documents, and any negotiations, when properly accepted by the Town, shall constitute a contract equally binding between the successful Proposer and the Town. No different or additional terms will become part of this contract except as properly executed in an addendum or change order.

**30. No Boycotting Israel.** The entity contract with the Town of Addison does not boycott Israel and will not boycott Israel during the term of the contract. Reference HB 89 as it relates to Chapter 2270 of the Texas Government Code. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6/21/2019 2:05 PM

p. 15

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212

72

**Question and Answers for Bid #19-212 - Special Events, Tourism, Conference & Theatre Marketing and Advertising Services**

Overall Bid Questions
<p><b>Question 1</b> Does new creative concepts include the design of new logos for any of the events? (Submitted: Jul 8, 2019 10:03:08 AM CDT)</p> <p><b>Answer</b> - The original 1-year contract will have four possible renewals. We anticipate that over the course of the five year contract, the Town will want to update, refresh, or even replace a few event logos, but this is not done annually. (Answered: Jul 10, 2019 4:40:13 PM CDT)</p>
<p><b>Question 2</b> Can we get more information on what "consult on advertising and insertions" is means? Are you seeking help placing traditional media buys and looking for providers for digital ad products or are your seeking some other consulting service? (Submitted: Jul 8, 2019 10:06:20 AM CDT)</p> <p><b>Answer</b> - In some instances, the Town will ask the agency for advice on number of insertions, outlets, etc. for traditional print and radio advertising. The Town usually contracts directly with those outlets for the advertising buy. However, we have in the past asked the agency to place digital media buys (facebook, search, programmatic). (Answered: Jul 10, 2019 4:40:13 PM CDT)</p>
<p><b>Question 3</b> Is the preference that the city of Addison work with a business also located in Addison? (Submitted: Jul 8, 2019 10:07:34 AM CDT)</p> <p><b>Answer</b> - We are not giving extra weight to Addison businesses. (Answered: Jul 10, 2019 4:40:13 PM CDT)</p>
<p><b>Question 4</b> The bid pack requests we "Provide a written marketing report following each event or campaign no later than 20 days following each event. Report shall include the following as a minimum:</p> <ul style="list-style-type: none"><li>o Marketing recap report</li><li>o Impressions and/or response rate for all media</li><li>o Update on marketing activity completed during the time period.</li><li>o Tracking success metrics identified in the marketing plan</li><li>o Success stories</li><li>o Suggestions for improvement"</li></ul> <p>Does this pertain to only media we have contracted on behalf of the Town? Or will you require us to compile a comprehensive report based on numbers you have provided to us from the traditional advertisements you indicated (in your response to question number 2 above) you might contract? (Submitted: Jul 18, 2019 6:24:19 PM CDT)</p> <p><b>Answer</b> - The advertising agency will provide a report that details only the advertising they have placed. (Answered: Jul 23, 2019 12:46:52 PM CDT)</p>
<p><b>Question 5</b> Do you have an anticipated budget for the digital media (paid search, paid social, programmatic) buy you might ask the selected agency to place? If so, can you specify the breakdown of allocation between events, tourism, and the ACTC? (Submitted: Jul 18, 2019 6:32:23 PM CDT)</p> <p><b>Answer</b> - Anticipated Budget:</p>

7/23/2019 11:51 AM

p. 24

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

Town of Addison

Bid 19-212

73

Tourism: \$100,000  
Special Events: \$90,000  
Conference Centre: \$15,000 (Answered: Jul 23, 2019 12:46:52 PM CDT)

**Question 6**

What is the general length and frequency of the event marketing team meetings required by Addison?  
(Submitted: Jul 18, 2019 6:33:08 PM CDT)

**Answer**

- The special events marketing team meets for one hour twice a month. The tourism team schedules their meetings immediately after the Special Events meeting and it typically lasts 30 minutes. The time and frequency are directly related to the proximity of the events (we may meet less often during slow times).  
(Answered: Jul 23, 2019 12:46:52 PM CDT)

**Question 7**

Is section 7 under "PROPOSAL" (below) requesting a rate sheet of hourly rates for distinct services only (i.e. copywriting, graphic design, web design)? Or are you requesting an estimated number of required hours for the requested services?

"Fee Structure: Provide a fee structure (preferably government rates) for your services. This schedule should include a description of the services offered for each rate. The Town of Addison is tax exempt. (Submitted: Jul 18, 2019 6:46:59 PM CDT)

**Answer**

- Please provide an hourly rate for the services. (Answered: Jul 23, 2019 12:46:52 PM CDT)

7/23/2019 11:51 AM

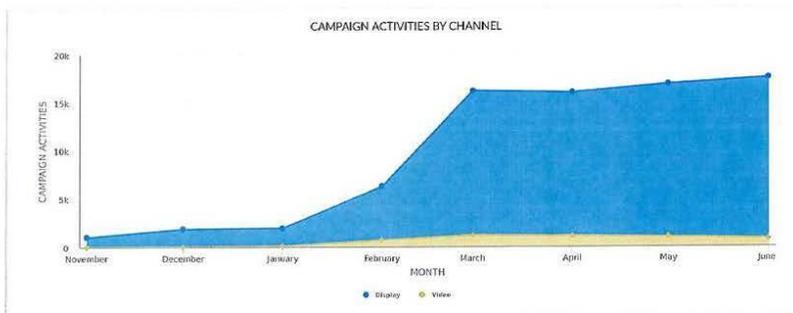
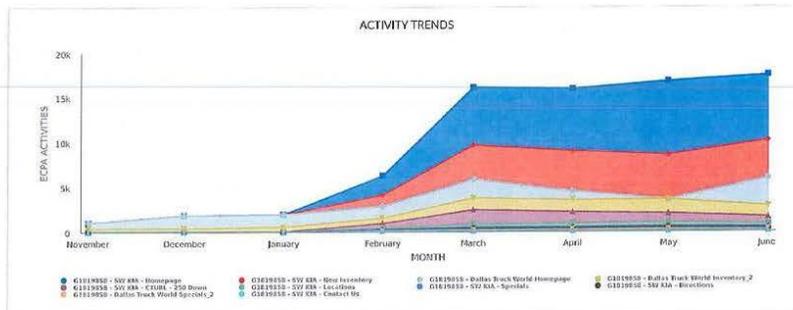
p. 25

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

74

Programmatic Display and Video

**REPORTING**



**WEBSITE ACTIVITY BREAKDOWN**

ACTIVITY	POST-IMPRESSION eCPA ACTIVITIES	POST-CLICK eCPA ACTIVITIES	eCPA ACTIVITIES
G1819858 - SW KIA - Homepage	30,965	72	31,037
G1819858 - SW KIA - New Inventory	18,807	119	18,926
G1819858 - Dallas Truck World Homepage	6,373	4,642	11,015
G1819858 - Dallas Truck World Inventory_2	6,934	383	7,317
G1819858 - SW KIA - CTURL - 250 Down	3,879	1,423	5,302
G1819858 - SW KIA - Locations	1,503	10	1,513
G1819858 - SW KIA - Specials	714	5	719
G1819858 - SW KIA - Directions	669	4	673
G1819858 - Dallas Truck World Specials_2	481	68	549
G1819858 - SW KIA - Contact Us	441	55	496

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

75



**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

76

SEO

REPORTING

**4.5K** KEYWORDS

The number of keywords bringing users to the website via Google's top 100 organic search results

**9.1K** TRAFFIC

The number of users expected to visit the website in the following month on condition that average monthly organic traffic stays relatively the same

**\$21.6K** TRAFFIC COST

Estimated price of organic keywords in Google AdWords

**Traffic Analytics: Summary**

northcentralford.com | All Devices | All Regions | May 2019

Visits

**28.0K** +1.91%

Unique Visitors

**20.1K** -4.70%

Pages / Visit

**8.23** +81.45%

Avg. Visit Duration

**07:25** -14.75%

Bounce Rate

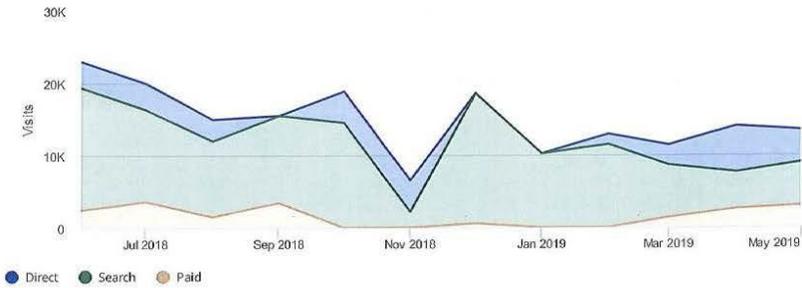
**26.53%** +2.23%

Traffic Rank

**676927** ↑154228

**Traffic Analytics: Traffic Sources Trend**

northcentralford.com | Desktop | All Regions | Last 1 year



**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

77

SEO

**REPORTING**

Domain	Visits	Unique Visitors	Pages / Visit	Avg. Visit Duration	Bounce Rate	Traffic Rank
northcentralford.com	28.0K +1.91%	20.1K -4.70%	8.23 +81.45%	07:25 -14.75%	26.53% +2.23%	676.9K 1154.2K
fivestarfordofplano.com	19.4K -2.54%	15.9K -5.64%	2.94 -12.91%	09:07 +1.11%	52.92% +17.71%	1.1M 152.1K
bobtomesford.com	21.5K +18.26%	14.3K +8.58%	4.10 -39.19%	04:19 -38.77%	44.44% +5.21%	870.6K 191.2K
westwayford.com	22.0K -1.11%	19.6K +4.98%	5.27 -30.94%	03:54 -49.46%	59.69% +46.98%	1.0M 157.9K
fivestarfordlewisville.com	17.4K +0.59%	15.3K -5.14%	3.96 +2.79%	02:46 -50.30%	28.49% +5.94%	1.2M 128.1K

**Rankings: Devices & Locations 1 - 34 (34)**

Keyword	Richardson, Texas, United States (English)		Dallas, Texas, United States (English)		Plano, Texas, United States (English)	
	16 Jun	Diff	16 Jun	Diff	16 Jun	Diff
1. ford dealer richardson tx	1	0	1	0	1	0
2. ford dealership richardson tx	1	0	1	0	1	0
3. ford dealership north texas	1	+1	1	+1	1	+2
4. richardson ford dealer	1	0	1	0	1	0
5. ford dealer	1	0	7	+3	4	0
6. ford service center	1	0	15	-1	4	0
7. ford north texas	1	+2	1	+2	1	+2
8. ford showrooms near me	1	0	7	0	4	0
9. ford dealers	1	+1	8	+5	4	0
10. north texas ford	1	0	1	0	1	0
11. ford richardson	1	0	1	0	1	0
12. north dallas ford	1	0	1	0	1	0
13. ford dealership richardson	1	0	1	0	1	0
14. ford dealership	1	+1	7	+1	4	0
15. ford used vehicles	1	0	3	0	4	0
16. ford lease deals dallas	1	0	1	0	1	0

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

78

SEO

**REPORTING**

Keyword	Richardson, Texas, United States (English)		Dallas, Texas, United States (English)		Plano, Texas, United States (English)	
	16 Jun ^	Diff	16 Jun	Diff	16 Jun	Diff
17. ford dealer richardson	1	0	1	0	1	0
18. ford dealerships	2	-1	7	+4	4	0
19. dfw ford dealer	2	0	11	+1	4	0
20. ford car services	2	0	2	0	3	0
21. ford dealers in dfw	2	0	11	0	3	0
22. ford plano	3	0	4	-1	3	+1
23. best ford dealer	5	0	13	-1	7	+1
24. ford dealerships dallas tx	6	+1	6	+1	6	+1
25. dallas ford	6	0	6	0	6	0
26. ford dealerships dallas texas	6	+2	6	+2	6	+2
27. ford dallas	6	+1	6	+1	6	0
28. ford dealership dallas tx	6	+1	6	+2	6	+1
29. dallas ford dealer	7	+1	7	+1	6	+2
30. dallas ford dealers	7	+1	7	+1	7	+1
31. certified pre owned f 150	7	-1	9	-1	7	-1
32. ford dealers dallas	8	0	8	0	8	0
33. car dealerships in richardson	8	-5	8	+1	2	0
34. ford lease	9	0	9	+1	9	0

**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

79

Pay Per Click

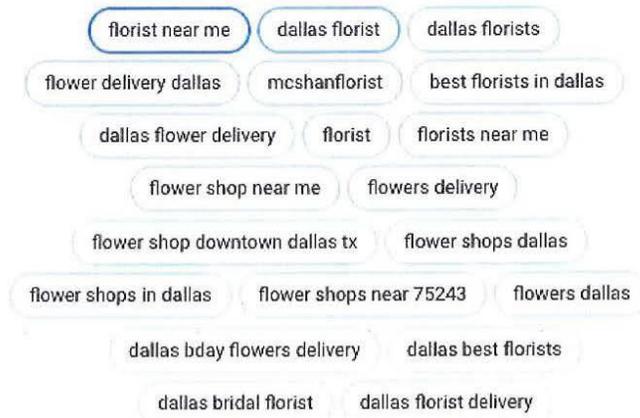
REPORTING

Overall Campaign Performance

Clicks	Impressions	Avg. pos.	CTR
284	7.6K	1.7	3.74%



Top Searches



**EXHIBIT B**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

80

Pay Per Click

REPORTING

Highest Conversion Ads

**Fresh Flowers And Centerpieces | Apples to Zinnias | Same Day Delivery Available**

[Ad] [www.applestozinnias.com](http://www.applestozinnias.com)

Fresh Flowers Flown-In Directly Every Day. We'll Help You Customize Your Own Bouquet. Other Choices Include Green & Tropical Plants, High Quality Faux Options, & Unique Gifts. Same Day Delivery. Home & Office Installs....

Sympathy

Order Online

Signature Flowers

Plants

 Call 214-771-9115

**Apples to Zinnias | Dallas Florist | applestozinnias.com**

[Ad] [store.applestozinnias.com](http://store.applestozinnias.com) 214-771-9115  
Fresh Cut And Flown-In Flowers Daily From Holland, Hawaii, California, And Ecuador. Centerpiece Arrangements & Bouquets. Holiday & Occasion Installs. Same Day Delivery. Same Day Delivery · Home & Office Installs · Custom Arrangements  
Types: Bouquets, Custom Arrangements, Accessories, Vases, Silk, Centerpieces, Installations, Greeting...

Order Online                      Signature Flowers

**Apples to Zinnias | Best Florist In Dallas | Bouquets, Arrangements, & More**

[Ad] [store.applestozinnias.com](http://store.applestozinnias.com) 214-771-9115  
Local Florist. Fresh Cut Flowers Daily. Arrangements & Bouquets. Same Day Delivery. Unique Centerpieces & Designs For Holiday and Occasion. Lush Plants & Silk Available. Same Day Delivery · Home & Office Installs · Custom Arrangements  
Types: Bouquets, Custom Arrangements, Accessories, Vases, Silk, Centerpieces, Installations, Greeting...

Order Online                      Signature Flowers

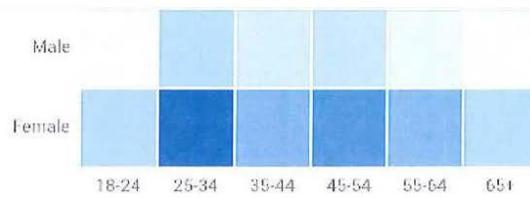
**EXHIBIT B**  
**Grubbe Style LLC, DBA The Barber Shop Marketing**  
**Response to RFQ 19-212**

81

Pay Per Click

**REPORTING**

Conversion Demographics



Conversions

Conversion action	Source	Category	↑ All conv.
Local actions - Other engagements <a href="#">🔗</a>	Google hosted	Other	3.00
Phone Call	Import from clicks	Other	8.00
Purchases	Website	Purchase/Sale	30.00
Local actions - Directions <a href="#">🔗</a>	Google hosted	Other	35.00
Clicks to call <a href="#">🔗</a>	Google hosted	Other	40.00
Local actions - Website visits <a href="#">🔗</a>	Google hosted	Other	360.00

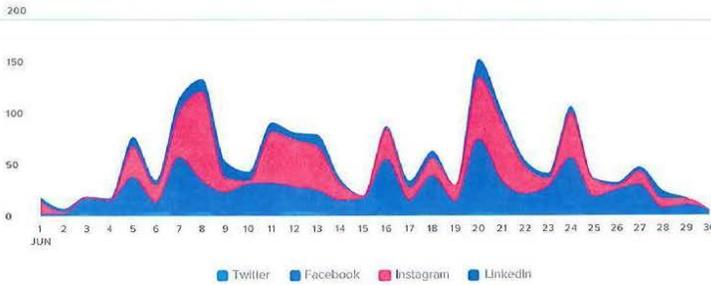
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82

Social/Engagement

REPORTING

ENGAGEMENTS PER DAY



Engagement Metrics	Totals	% Change
Twitter Engagements	34	▼ 41.4%
Facebook Engagements	745	▲ 43.3%
Instagram Engagements	695	▲ 9.8%
LinkedIn Engagements	180	▲ 7.1%
<b>Total Engagements</b>	<b>1,654</b>	<b>▲ 19.9%</b>

The number of engagements increased by **19.9%** since previous date range

Group Stats by Profile/Page

Profile/Page	Total Fans / Followers	Fan / Follower Increase	Messages Sent	Impressions	Impressions per Message Sent	Engagements	Engagements per Message Sent	Link Clicks
Garages of Texas @GaragesofTexas	2,389	-0.25%	12	2,920	243.3	34	2.8	1
GaragesOfTexas Business Page	2,127	4.32%	12	180,939	15,078.3	745	62.1	4,217
Garages Of Texas (Business) @garagesoftexas	2,185	1.3%	12	10,774	897.8	695	57.9	-

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83

Social Event Recap

**REPORTING**

Total Spend  
**\$129.99**

Impressions  
**10,802**

CPM  
**\$12.03**

Engagements  
**290**

CPE  
**\$0.45**

Clicks  
**504**

CPC  
**\$0.26**

Paid Event Responses  
**223**

Total Event Responses  
**408**

Engagement, by Engagement Type

**Total Engagements**

Totals: % Change

**290** ↗

Reactions



64 ↗

Shares



9 ↗

Comments



2 ↗

Link Clicks



214 ↗

Event Responses

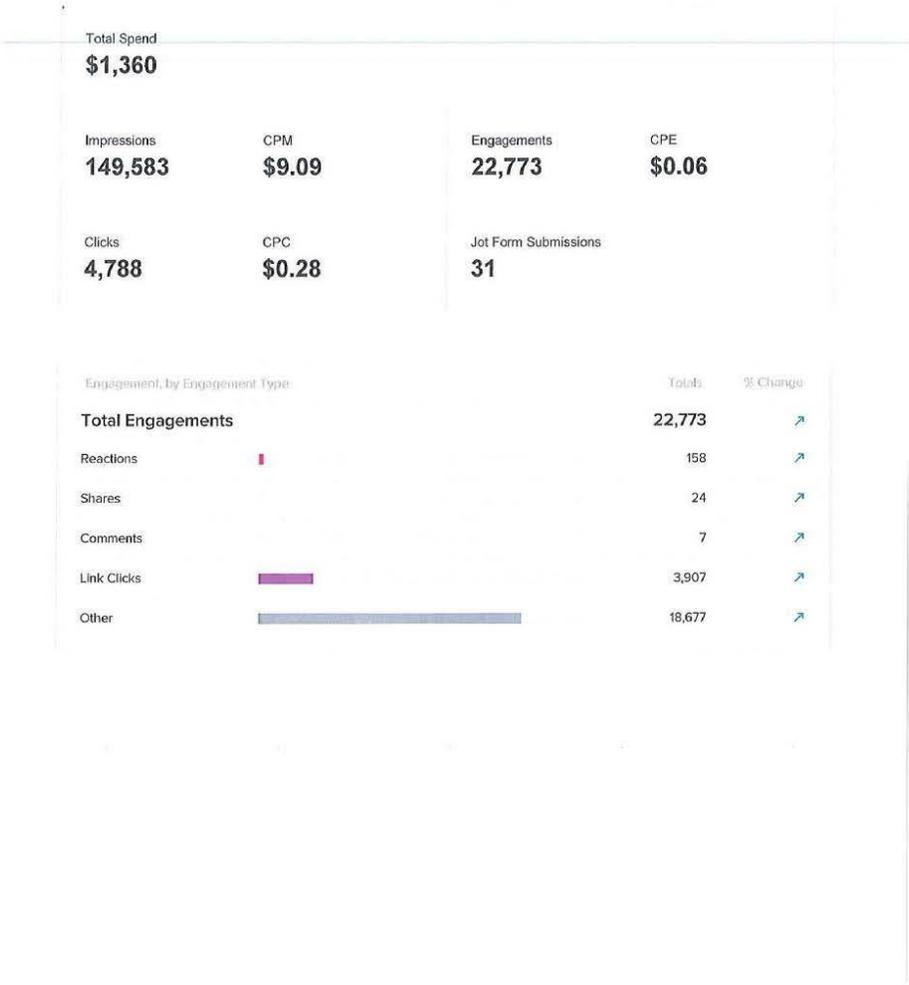
223 ↗

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84

Social Ads

**REPORTING**



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85

The Warren Center

**PUBLIC RELATIONS: PSA**

The Warren Center is a nonprofit agency that advocates, serves and empowers the children and families impacted by developmental delays and disabilities.

Fifty years ago, very few resources existed for parents of disabled children in Dallas County. With nowhere to turn for community-based services or help, families lacked support and their children had limited options in life. The Warren Center was created in 1968 and for decades, we have provided much-needed resources and care to children with disabilities and their families. Grassroots efforts and proven successes paved the way for an increase in community and parental awareness. As our organization experienced growth, we began adapting our programs to meet the changing needs of families.

Over the years, The Warren Center has given parents access to the resources their children needed, and more importantly, hope and support.

SPOT VALUE:  
**\$107,610**

SPOT TOTAL:  
**2057**

STATIONS UTILIZED:



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86

Taylor's Gift

PR CAMPAIGNS

Taylor's Gift, now known as The Outlive Yourself Foundation was created by Southwest Transplant Alliance (STA) to honor and support the gift of life through organ donation. The foundation's mission is to invest in community education, care for organ donor families and transplant recipients, and advance transplant science.



The DFW Boat Expo - CBS 11 news coverage

PR CAMPAIGNS

CBS 11 news coverage on location.



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87

Promotional Marketing

**EXPERIENTIAL**



Our promotions side specializes in solidifying brand loyalty by creating awareness. Whether you are looking to increase sales, create a notable image, advertise new products/services, or dominate your brand equity, we have the tools to exceed your expectations. From sponsorships and special events to sweepstakes and prize insurance, our exclusive techniques are eager to be your solution.

**BEYOND EVENTS**

Our repertoire of services delivers results that exceed expectations. With our committed team of seasoned professionals, we are positioned to bring the notoriety that you desire. And through our extensive pool of brand ambassadors, we have the people in place to insure you with the right talent.

**BEYOND SUCCESS**

Our team of promotions experts pack decades of experience into every activation. From conception to completion, our promotions team excel at every stage.

Whether your objective is to increase sales, advertise new products, new services, or highlight your brand, we have the tools and capabilities to make you more than successful.

**SERVICES INCLUDED**



SPONSORSHIPS



SWEEPSTAKES



ACTIVATION



LEAD GENERATION



FULFILLMENT



ASSET PROCUREMENT,  
STORAGE & MANAGEMENT



SPECIAL EVENTS



GAME & PRIZE  
INSURANCE



GUERRILLA MARKETING

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Univision Latino Mix Live

**MULTI-CULTURAL**



Costco | Proctor & Gamble  
Hispanic Community Festival

**MULTI-CULTURAL**



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89

**Our Approach**

**SOCIAL MEDIA**

Social media is valuable for all businesses and is a key channel for growth. By building relationships through effective strategy, your brand awareness climbs, engagement increases, and conversions skyrocket.



We believe in the effectiveness of keeping social media social. Our custom strategies are uniquely goal-based to your brand to scale social presence and nurture the customer's journey. Yes, we publish content to drive awareness and reach, but it doesn't stop there. The further down you get in the user's journey, the more paramount it is to make connections and build relationships. We build a layered strategy based on this philosophy through user-focused owned, earned, and paid content. By focusing on the actual purpose of social media, TBS delivers measurable growth through reach, traffic, conversions, and positive sentiment.

**Example Strategy**

<b>Goal</b>	<b>Activity</b>	<b>Social KPIs</b>	<b>Business Impact</b>
 <b>Create Awareness</b>	Expose audience through posts, engaged influencers, and boosts	Impressions, reach, CPI (cost per impression)	SOV (Share of Voice), ToMA (Top of Mind Awareness)
 <b>Generate Demand</b>	Drive engagement of audience with brand content through posts, interactions, and boosts/targeted ads	Engagement metrics and type	Traffic, online and offline
 <b>Drive Conversation</b>	Guide audience to brand offers using posts, ads, and links with CTAs (Call to Action)	Link clicks, CPC (Cost Per Click)	Conversions: Purchases, leads, downloads, etc
 <b>Charm Customers</b>	Drive engagement with products/services through user interaction, responses, and promoted user content	Positive sentiment, customer care metrics	Sentiment and satisfaction
 <b>Inspire Advocates</b>	Activate influencers through posts, outreach, and shares	Earned impressions, reach, social UGC (User Generated Content)	Referrals, positive word of mouth, NPS (Net Promoter Score)

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90

Case Study

**SOCIAL MEDIA**

**Client Brief**

Client approached TBS for assistance with a social ad strategy to drive sales with a conservative budget. The small and locally-owned business offers a product that requires narrow demographic targeting because of their markets serviced and price point. Results were used to sign-off an annual contract.

**Goals**

- Reach narrow demographic for product awareness
- Exclude previous purchasers to reach new purchasers and expand clientele
- Encourage engagement, website visits
- Drive sales and retarget interested consumers

**Results (60 Days)**

Ads reached 62.5k impressions, 1k engagements, and 869 clicks. After 60 days, the client's campaign earned \$9,403.48 and a ROI of 1,075.44%, a 92% profit margin.



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91

Social

CASE STUDY

**Cirro Social**

Cirro Energy's goal on social media was to increase their overall impressions, engagement, messages received and followers. It was important that with the strategy's subsequent up-tick of activity, community management was in actively in-place. The community management arm provided the brand with an effective and personable voice to engage the audience and assist with customer care in real-time. We strategically created eye-catching visuals and engaging copy to match relevant audience interest and capture overall growth.

**Impressions increased 166%.**  
(6,880,935 ► 18,305,713)

**Engagements increased 2,868%**  
(288 ► 8,549)

**Followers increased 19%**  
(11,265 ► 13,435)

**Messages received increased 1,622%.**  
By end of year, the response rate was 100% with a five-minute response time. (65 ► 1,119)



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92

Programmatic Display and Video

CASE STUDY

**Cirro Programmatic Display and Video**

Cirro Energy's objective was to use programmatic video and display to drive enrollments in Dallas/Fort Worth and in Houston. Tactics used were Search Targeting, Behavioral Targeting, Re-targeting, Search Re-targeting, and Keyword Contextual. Pixels were placed to measure site activities. Delivery was reviewed and optimized monthly with a steady upward trend of trend of sign-ups and activities each month.

**The 29-week campaign delivered the following:**

**Display:**

- 25.9 million targeted impressions served across Dallas & Houston geos, reaching 19.2 million unique users
- 16,664 clicks to the website and 122,782 total site activities (across both markets)
- Dallas: Sign Up Completes (59%); Lower Funnel activities (55%); Total Activities (62%)
- Houston: Sign Up Completes (41%); Lower Funnel activities (45%); Total Activities (38%)

**Video:**

- Total impressions: 6,225,921
- Total number of people who clicked through to the Cirro Energy website from online/mobile: 37,065
- Overall CTR for online/mobile: .60%
- Total Impressions Delivered on CTV: 1,082,379
- VCR on CTV: 98%



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**Response to RFQ 19-212**

93

Programmatic Display and Video

**CASE STUDY**

**PRE-OWNED BRAND, INACTIVE ON ALL ADVERTISING** for 1 year.

**CREATIVE:** Truck centric, general market and Hispanic

**FLIGHT:** 5 months

**MEDIA MIX:** SOCIAL PAID ADS and PROGRAMMATIC CAMPAIGN BELOW (first 60 days)

**TACTIC:** Leverage CRM Data (last 2 years of pre-owned purchases) to create look-a-like audiences

**DE-TARGETING:** People who purchased in the last 90 days (so they are not served ads)

**AUDIENCE:** Behavioral Targeting (low funnel auto intenders) using keyword search terms, competitor sites, Auto trader, KBB, cars.com

	PRE-OWNED DEALER			PRE-OWNED DEALER - HISPANIC		
	IMP	ACTIVITIES	eCPA	IMP	ACTIVITIES	eCPA
NOV	994,568	674	\$7.72	533	340	\$9.02
DEC	1,258,120	1,353	\$4.86	503175	485	\$5.97
JAN	1,046,985	1,369	\$4.00	477130	517	\$ 5.31
FEB	835,546	1,318	\$3.42	524165	627	\$4.65
MAR	1,250,315	2,594	\$2.42	707008	1010	\$2.84

**SOLD 12 vehicles in the first 15 days attributed to campaign**

<b>284%</b> INCREASED ACTIVITY (Nov compared to March)	<b>68%</b> REDUCED eCPA \$7.72 to \$2.42	<b>13.70%</b> REDUCTION IN OVERALL BOUNCE RATE (from 44.91% to 38.76%)	<b>23.61%</b> INCREASE IN PAGES/SESSIONS (from 44.91% to 38.76%)	<b>116</b> FORMS SUBMITTED ON MOBILE ALONE
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**Organic: 6.76 pages and 4.29 minutes time spent on site!**

**EXHIBIT C**  
**Grubbie Style LLC, DBA The Barber Shop Marketing**  
**Statement of Work**

<b>Account Service</b>		<b>\$ 12,000.00</b>
<b>Creative Development</b>		<b>\$ 72,000.00</b>
<i>Taste Addison</i>	<i>\$15,000</i>	
<i>Addison After Dark</i>	<i>\$ 6,000</i>	
<i>Kaboom Town!</i>	<i>\$10,000</i>	
<i>Oktoberfest</i>	<i>\$15,000</i>	
<i>Tourism</i>	<i>\$15,000</i>	
<i>Addison Conference Centre</i>	<i>\$ 5,000</i>	
<i>Restaurant Promotion</i>	<i>\$ 6,000</i>	
<b>Production (buttons, banners, posters, fans)</b>		<b>\$100,000.00</b>
<b>Ad buys (including industry standard %15% commission)</b>		<b>\$ 470,000.00</b>
<i>Special Events</i>	<i>\$165,000</i>	
<i>Conference Centre</i>	<i>\$ 30,000</i>	
<i>Restaurant Promotion</i>	<i>\$ 50,000</i>	
<i>Tourism</i>	<i>\$225,000</i>	
 <b>TOTAL</b>		 <b>\$ 654,000.00</b>

**EXHIBIT D**  
**Town of Addison Insurance Requirements**

**REQUIREMENTS**

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF FATE reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b>TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</b> <b>Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</b> <b>Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b>TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage.</b> <b>Insurance company must be A:VII-rated or above.</b>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by

**EXHIBIT D**  
**Town of Addison Insurance Requirements**

email to: [Wnewcomer@addisontx.gov](mailto:Wnewcomer@addisontx.gov). Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# \_\_\_\_\_

Company: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_