

RESOLUTION NO. R19-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR MARKETING AND ADVERTISING SERVICES RELATED TO ECONOMIC DEVELOPMENT BETWEEN THE TOWN OF ADDISON AND 31,000 FT, LLC IN THE AMOUNT NOT TO EXCEED \$125,000, 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 marketing and advertising services related to economic development between the Town of Addison and 31,000 FT, LLC, in an amount not to exceed \$125,000.00, 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 8th 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
31,000 Ft., LLC
RFQ # 19-213
FOR MARKETING AND ADVERTISING SERVICES**

This Agreement ("Agreement") is made and entered into this the _____ day of _____, 2019 ("Effective Date"), is by and between the **Town of Addison, Texas**, hereinafter called ("Town"), a home rule Texas municipal corporation, and **31,000 Ft., LLC**, 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. 19-213 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 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

EXHIBIT A

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 the RFQ. Annual expenditures for the

Agreement for Advertising and Marketing Services

Page 2

EXHIBIT A

Initial Term, hereinafter defined, are estimated in an amount not to exceed One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000.00), which includes the agreed-upon blended rate of Ninety-Seven and 50/100 Dollars (\$97.50) per hour of work completed by the Contractor.

On or before the 10th 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.19-213, attached hereto as **Exhibit "A"**;
- c. Contractor's Response, on file in the Town's Purchasing Office as **Exhibit "B"**;

Agreement for Advertising and Marketing Services

Page 3

EXHIBIT A

d. Insurance Requirements, attached hereto as **Exhibit "C"**.

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

EXHIBIT A

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.

EXHIBIT A

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: | 31,000 Ft., LLC
Carter Keith, CEO
15101 Surveyor Blvd.
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

EXHIBIT A

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.

EXHIBIT A

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of _____, 2015.

TOWN OF ADDISON, TEXAS
a Texas municipality

By: _____
_____, CityManager

Date: _____

31,000 Ft., LLC

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **First Name Last Name** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me she is the duly authorized representative for the **Town of Addison, Texas** and she 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
My Commission Expires: _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Vendor First Name Last Name** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to he is the duly authorized representative for **Launch Agency, L.P.** and he 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

**EXHIBIT "A"
Request for Qualifications No. 19-213**

Town of Addison

RFQ 19-213

Solicitation 19-213

**Economic Development 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

**EXHIBIT "A"
Request for Qualifications No. 19-213**

Town of Addison

Bid 19-213

**Bid 19-213
Economic Development Marketing and Advertising Services**

Bid Number	19-213
Bid Title	Economic Development 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

Agreement for Advertising and Marketing Services

Page 11

EXHIBIT A

**EXHIBIT "A"
Request for Qualifications No. 19-213**

Town of Addison

Bid 19-213



**Request for Proposal
Marketing and Advertising
Services**

RFP#19-213

The Town of Addison Economic Development

1

6/21/2019 2:05 PM

p. 3

Agreement for Advertising and Marketing Services

Page 12

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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 promoting Addison's economic development 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.addisontx.gov.

Over 1600 businesses call Addison home. In 2019 the community adopted a new economic development strategic plan that can be found [here](#). The targeted industry sectors include:

- Information Technology.
- Specialized Financial Services.
- Engineering, and Research and Development Services.
- Consulting Services.
- Creative Services.

These are the type of companies the community will focus to entice to relocate or expand in Addison.

TYPES OF PROJECTS

The purpose of the RFP is to select a vendor to assist Town staff with marketing, advertising and original publicity. Collateral pieces created for but not limited to: community awareness campaigns, city project campaigns, business communications, electronic/email promotions, economic development business kits and retention materials, sales kits, print and online ads, roadway banners, etc.

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. Change of direction during each project is to be expected. The Agency must

2

6/21/2019 2:05 PM

p. 4

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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 planning, designing and developing collateral for designated Addison projects.

It is important that the agency selected have a good understanding of the Town's new economic development strategic plan to ensure successful forward movement of the goals and strategies of the plan to create economic prosperity in Addison.

SCOPE OF SERVICES

The following are key deliverables:

- Marketing strategy and project management for the Town of Addison, and the Department of Economic Development
- All new creative concepts and implementation as requested by the Town of Addison (scope and pricing will be agreed upon prior to work commencing)
- Attend marketing team meetings as required by Addison.
- Monthly status call as needed to review outstanding items
- Track budget, schedule, and list of deliverables to ensure timely completion, review and submission
- Manage advertising and insertions
- Purchase/creation of photography and/or illustrations for campaigns
- Copywriting
 - Writing and editing services for all collateral pieces outlined in the Deliverables listed below.
- Printing and production of requested deliverables described below
- Other marketing collateral as requested—with cost estimates provided and approved before work begins
- Graphic design and production as outlined in the list below:

Addison Deliverables

- 3-4 print ads
- 3-4 digital banners
- Email template
- Social Media graphics as needed
- Print and online ad resizing
- Economic Development kits
- Brochure

3

6/21/2019 2:05 PM

p. 5

Agreement for Advertising and Marketing Services

Page 14

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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 the City of 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, Texas 75254

Proposals should be labeled: "RFP#19-213 Economic Development 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 to further the economic development efforts of the community. 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:

4

6/21/2019 2:05 PM

p. 6

Agreement for Advertising and Marketing Services

Page 15

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

- 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, creativity, and technical skill to ensure satisfactory performance.
- 3) The successful vendor must have printing capabilities or relationships with printers, for marketing collateral including flyers, posters, and other pieces. The Town does have several Addison vendors that it uses for printing certain collateral such as Roadway 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 advertisements, online advertisements, and social media creative (FB covers/profile pics, Twitter backgrounds, 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

5

6/21/2019 2:05 PM

p. 7

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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 late-July.

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.

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.

6

6/21/2019 2:05 PM

p. 8

EXHIBIT A

**EXHIBIT "A"
Request for Qualifications No. 19-213**

Town of Addison

Bid 19-213

8. Contract: Enclose a copy of your standard contract. Indicate any clause(s) that are conditional or non-negotiable.

7

6/21/2019 2:05 PM

p. 9

Agreement for Advertising and Marketing Services

Page 18

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

Vendor Questionnaire

1. Provide a brief description of your agency.
2. What is your main area of expertise (economic development, 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 economic development in the past, provide a list of what elements the agency created, and any awards.
13. If you have worked in the past or are currently working for another municipality, provide a description of the work performed.
14. Do you have any potential account conflicts?

8

6/21/2019 2:05 PM

p. 10

Agreement for Advertising and Marketing Services

Page 19

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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.

9

6/21/2019 2:05 PM

p. 11

Agreement for Advertising and Marketing Services

Page 20

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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 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. 12

Agreement for Advertising and Marketing Services

Page 21

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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 7th 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. 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. 13

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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. 14

Agreement for Advertising and Marketing Services

Page 23

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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. Workers' Compensation Employers' Liability 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 <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial (Public) Liability 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	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.
4. Professional Liability Aggregate \$1,000,000.00 per year	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.

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. Questions regarding required insurance should be directed to the Purchasing Manager.

6/21/2019 2:05 PM

p. 15

EXHIBIT A

**EXHIBIT "A"
Request for Qualifications No. 19-213**

With respect to the foregoing insurance, Town of Addison Bid 19-213

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. 16

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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. 17

Agreement for Advertising and Marketing Services

Page 26

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

(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. 18

Agreement for Advertising and Marketing Services

Page 27

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213



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, please follow Instructional Video for Business Entities.

6/21/2019 2:05 PM

p. 19

Agreement for Advertising and Marketing Services

Page 28

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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 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. 20

Agreement for Advertising and Marketing Services

Page 29

EXHIBIT A

EXHIBIT "A" Request for Qualifications No. 19-213

Town of Addison

Bid 19-213

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/embl/emblhub.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. 21

Agreement for Advertising and Marketing Services

Page 30

EXHIBIT A

**EXHIBIT "A"
Request for Qualifications No. 19-213**

Town of Addison

Bid 19-213

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

6/21/2019 2:05 PM

p. 22

EXHIBIT A

**EXHIBIT "A"
Request for Qualifications No. 19-213**

Town of Addison

Bid 19-213

Question and Answers for Bid #19-213 - Economic Development Marketing and Advertising Services

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

6/21/2019 2:05 PM

p. 23

Agreement for Advertising and Marketing Services

Page 32

EXHIBIT A

EXHIBIT "B"
Contractor Response to Request for Qualifications No. 19-213

PROPOSAL FOR TOWN OF ADDISON

Economic Development



31000 FT

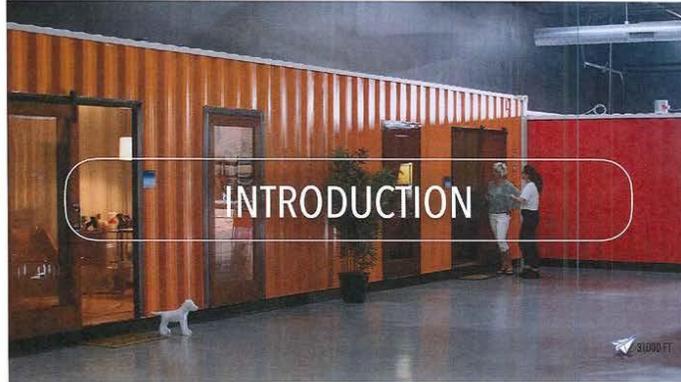
TABLE OF CONTENTS

3	Introduction	48	References
7	Our Work	50	Fee Structure
19	Questionnaire Inputs	52	Standard Contract

31000 FT

EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213



WHO WE ARE

Hello neighbor. Happy to introduce ourselves. 31,000 FT is an Addison-based full service Agency. We are start-up Agency (as of 2012) of senior level talent (over 120 years of experience). With deep roots in brand building, we use creativity and strategy to help brands find their higher purpose.

We are delighted to have the chance to pull up a chair at your table. Let's collaborate to meet your growth objectives



EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

31,000 FT CLIENTS



150 YEARS OF EXPERIENCE ON LEADING BRANDS



EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

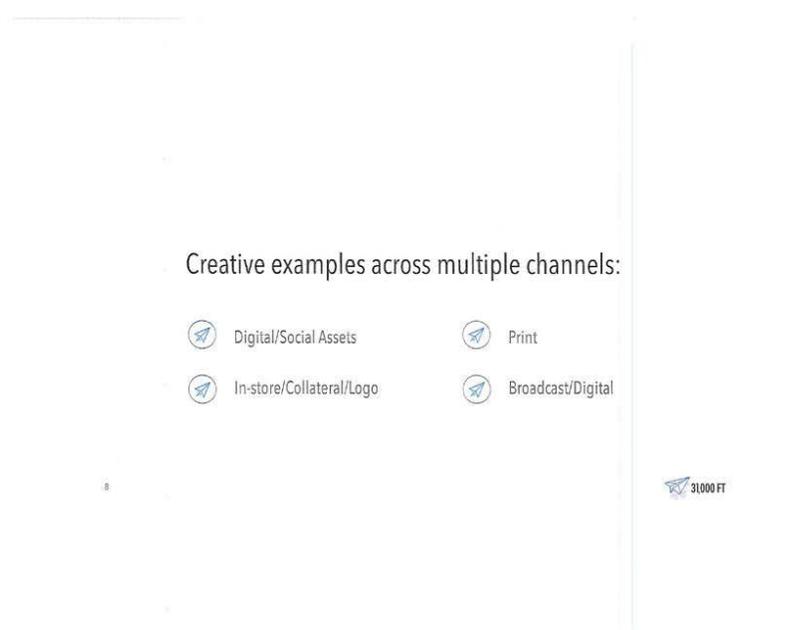


EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213



SCOTTISH RITE HOSPITAL

Print/Event Marketing

Highlighting the joy of childhood and making the impossible become possible. The world-renowned experts at Scottish Rite Hospital give children the chance to live their childhood.

10

31000 FT

EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

10

1 EPSON
"KISS EXPENSIVE
CARTRIDGES GOODBYE."

2 Get EcoTank®
EPSON ink

3 It comes with a
RIDICULOUS amount of ink.
EPSON ink

4 EPSON
EcoTank® Printers
Just fill & chill!

31000 FT

14

FEMICLEAR

"Joie de hooha"

How better to launch a brand than with joy? Again, facts and reasons to believe breakthrough to connect in a memorable way. Social media carries the conversation and creates community in a joyful manner. Merchandise creates a bond with our consumer.

31000 FT

EXHIBIT A

**EXHIBIT "B"
Contractor Response to Request for Qualifications No. 19-213**

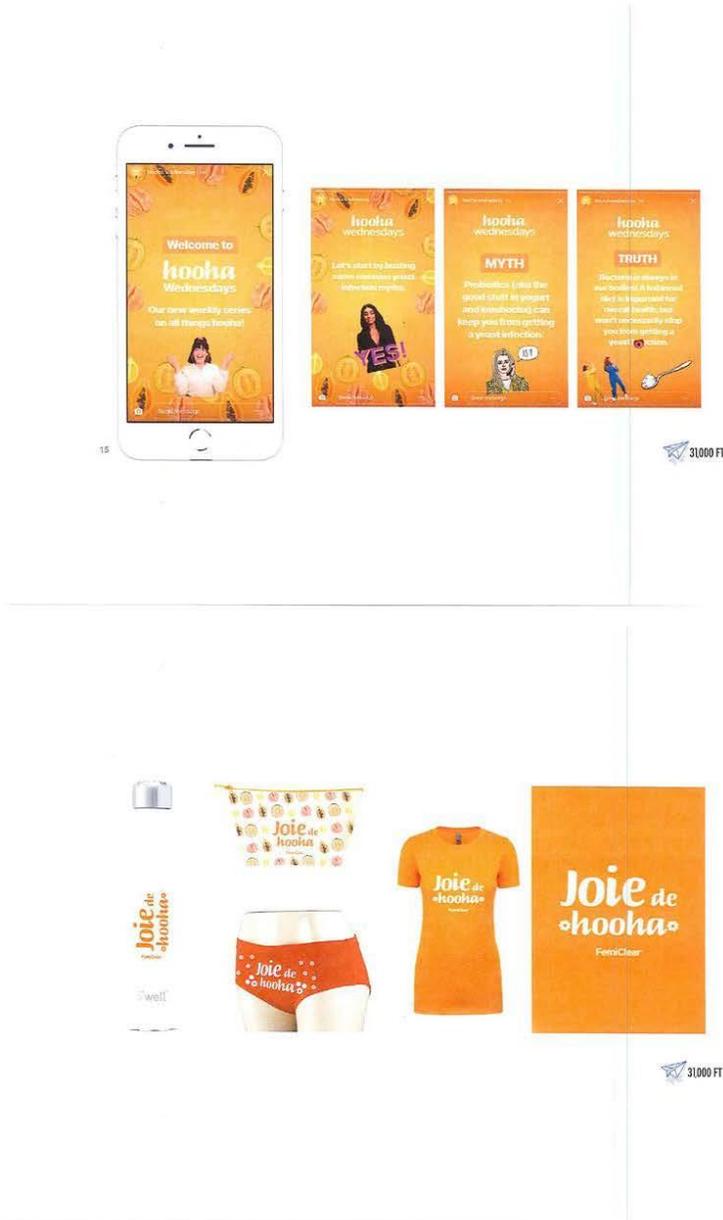


EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

WWE PARTNERSHIP

World Wrestling Entertainment
Social/Event Marketing

3 year partnership with the WWE and GOLD BOND POWDERS

30M Impressions
1M+ Pieces of Engagement
25% increase YOY in website traffic
\$BK

17

31000 FT



Agreement for Advertising and Marketing Services

Page 41

EXHIBIT A

**EXHIBIT "B"
Contractor Response to Request for Qualifications No. 19-213**



18

**BITTER
SISTERS**

Brand building with impactful posters for Cat Fight beer

Sharpen your nails for Cat Fight beer.

31,000 FT

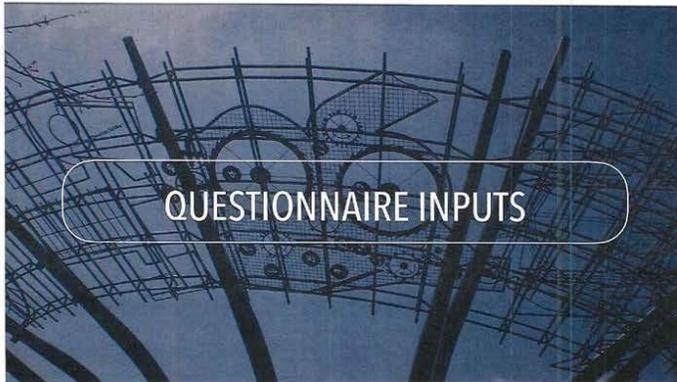


EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

Provide a brief description of your agency.

We are a start-up agency of senior talent, with over 120 years of experience, yet in business for the last seven years. With big agency experience behind us, we set out to develop a full service agency built on three core pillars. We are nimble by nature, collaborative by design, and efficient as a result.

21

 31000 FT

What is your main area of expertise?

31,000 ft. is a full service advertising agency, offering creativity and strategy. Our name alludes to our perspective and approach. People are motivated by higher level emotions and every brand has a higher level purpose. Understanding the purpose is the key to unlocking growth and brand potential. Facts and reasons why are still important, yet support the higher level emotion.

22

 31000 FT

EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

What is your main area of expertise?

We partner with clients to develop strategy for brand growth and, via a collaborative process, execute creativity across channels to best connect with people.

From special events, digital ads, collateral, to major national campaigns, we can help build the Addison brand and drive the events.

20

31000 FT

What services do you provide?

- Brand strategy
- Consumer insights
- Communication strategy
- Full creative services including broadcast, print and digital
- Influencer partnerships
- Event creative and management
- Collateral and merchandise development

24

31000 FT

EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

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

All projects begin with a creative brief, detailing key inputs and deliverables. Creative briefs include components such as target audience, key consumer insights and the single minded selling point, which are developed through an Agency-led collaborative process with the Client.

25

31000 FT

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

With full Client buy-in, the creative teams are briefed and pre-approved timelines are discussed. The Client will review work, provide inputs and review subsequent rounds, as detailed in project timelines.

With Agency/Client agreement to creative concepts, Agency will begin a production bidding process and provide production options to the Client.

With Agency/Client agreement, Agency will lead production process with Client collaboration. Agency will lead approval process for full Client approval of final/as produced creative. Approved final creative will be utilized in market.

26

31000 FT

EXHIBIT A

EXHIBIT "B" **Contractor Response to Request for Qualifications No. 19-213**

Provide two case studies showing the creative process and results.

1 - Gold Bond Ultimate Radiance Renewal

Radiance Renewal was a significant new product launch in August 2017.

The communication process was extensive and included multi-city research effort to gain insights with this new consumer.

- Phase 1: Product Concept and Consumer Insights Qualitative
- Phase 2: Creative Idea Qualitative/Quantitative Research
- Phase 3: Creative Development, Event Creative including all booth design, collateral, merchandising

Key Learnings:

- The healthy appearance and feel of her skin are key to her personal confidence. She's self-conscious about having visibly dry skin.
- Natural/raw butters are necessary for "fier" type of skin. Blending oils and butters is necessary to get the longer lasting moisturization she needs.
- Most "basic" lotions in the HBL aisle are not sufficient to meet the unique needs of her skin, so she creates her own mixture.
- She values strength, perseverance, independence, hard work, success, community and family. Reliance on the AA community for role models, beauty advice and encouragement is second nature for her.

27

 31000 FT

Provide two case studies showing the creative process and results.

1 - Gold Bond Ultimate Radiance Renewal

KEY MESSAGE

Insight	I feel self-conscious when my skin is visibly dry because I don't look put-together. I want my skin to reflect my confident, best self.
Benefit	Gold Bond Radiance Renewal - keeps your skin moisturized and looking radiant all day long.
RTBs	Gentle exfoliants help remove dry, flaky skin. Deeply nourishes with a unique triple blend of Coconut Oil, Cocoa and Shea Butters to effectively moisturize visibly dry skin.
Tagline	"Ultimate Lotion. Ultimate Skin."

28 Creative was developed across multiple channels, with both traditional and digital assets.

 31000 FT

EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213



Provide two case studies showing the creative process and results.

1 - Gold Bond Ultimate Radiance Renewal

HH Penetration increased not only among the core target audience (AA Women 25+), but among all HH.

31K then extended the campaign at the Essence Festival, one of the country's largest curated live experiences. 31K worked with the Essence Festival to create a truly unique celebration of culture, connection and community for GOLD BOND ULTIMATE.

Event execution included on-site booth design, short-form videos, premium content channels, social amplification program, geo-targeted filter, added value media, and custom website.

The total Festival budget of \$10K generated 4.1MM impressions (vs. 3.0MM planned), 10.1K engagements, and a 26% engagement ratio.

30



EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

GOLD BOND ULTIMATE | RADIANCE RENEWAL
"TRY SKIN" - 50 2000 FT



WOMAN #1: My skin is very unique, it puts me apart in the crowd. There aren't many people with a husk like mine.



WOMAN #2: I've gotten freckles here and there. So I feel like that's kind of unique about me. My best (LAUGH)

31 31000 FT

GOLD BOND ULTIMATE | RADIANCE RENEWAL
"TRY SKIN" - 50 21000 FT



WOMAN #2: I love my skin, it's soft. It's the kind of person who keeps you know extra lotion in my purse.



WOMAN #3: I'm the one doing this. (MUSIC/DING) WOMAN #1: My best skin is soft, smooth, and RADIANT. PUTS ON MAKEUP (SFX) I hope you ready yet! He just a moment. (LAUGH) He just a moment. (LAUGH)

32 31000 FT

EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

GOLD BOND ULTIMATE | RADIANCE RENEWAL
"MY SKIN" 30" 3000 FT



WOMAN #1: Gets her radiant skin.
WOMAN #2: Let her me up with a waterfall of moisture.



33 WOMAN #3: Now I have skin I'm happy with.
Happy skin makes you happy.
WOMAN #1: Happy skin is a

31000 FT

GOLD BOND ULTIMATE | RADIANCE RENEWAL
"MY SKIN" 30" 3000 FT



WOMAN #1: confident me.
WOMAN #2: Being able to walk in a place and
Just feel like you are



34 The number one there because you're SKINOME... I think is amazing.
WOMAN #3: It makes you feel good.

31000 FT

EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

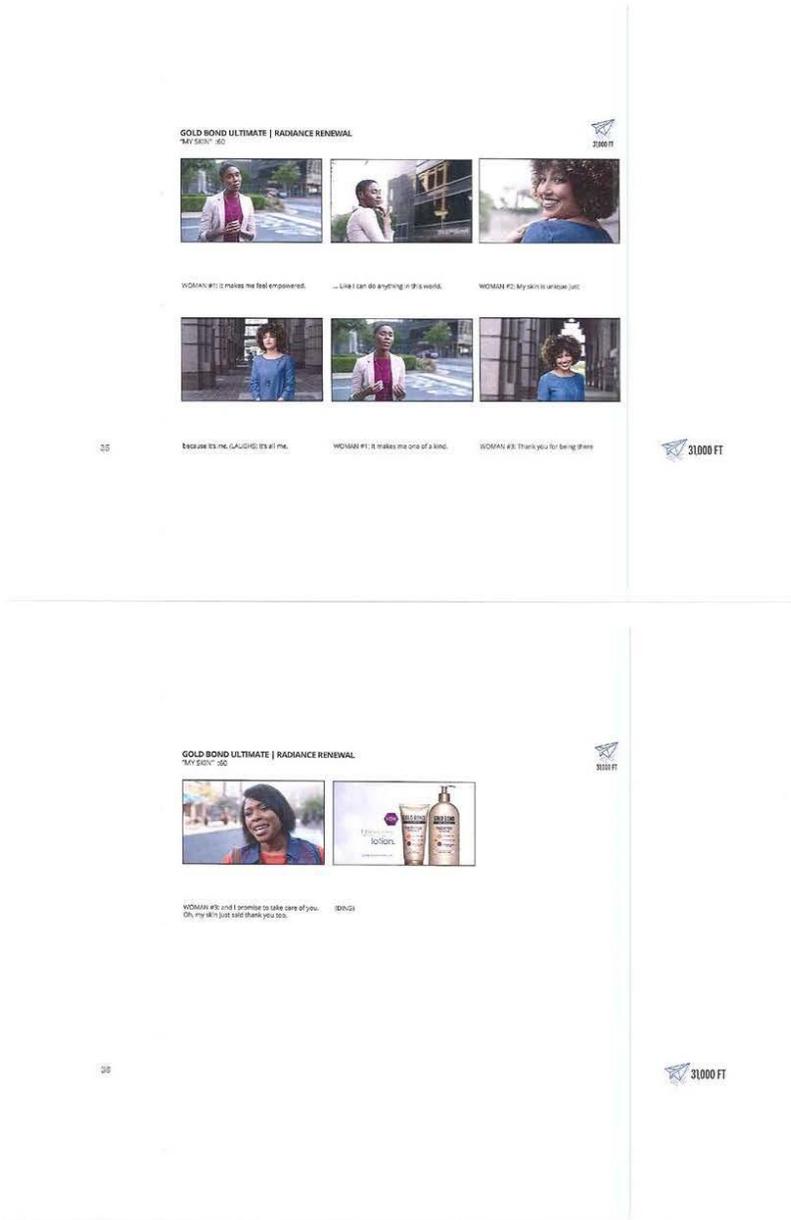


EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

Provide two case studies showing the creative process and results.

2 - Texas Economic Development Committee

In order to attract more business and donors, we developed positioning and logo design for TXEDC to establish business headquarters in Texas. TXEDC needed to create a movement for proud Texans to donate to the cause, and a movement for companies outside of Texas to move to Texas.

Texas Economic Development Committee targeted current and potential donors. The key message: The innovative business climate in Texas cultivates prosperity.

37

 31000 FT

Provide two case studies showing the creative process and results.

2 - Texas Economic Development Committee

Positioning: GO BIG IN TEXAS

For those who believe the American Dream is still a reality, Texas is the state to make it happen. The innovative business climate in Texas cultivates prosperity. Texas is America's engine for job creation. And corporate prosperity.

Texas is an economic powerhouse.

Texas is filled by strong and diverse human capital.

Texas is home to a diverse range of industries.

Texas benefits from a world-class physical and virtual infrastructure.

Texas enjoys a highly competitive climate.

Texas gives you room to GO BIG.

38

 31000 FT

EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

Provide two case studies showing the creative process and results.

2 - Texas Economic Development Committee



31000 FT

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?

31,000 FT is comprised of four partners, with a total of 16 employees. Additionally, we tap into a pool of senior talent to best meet the needs of any client or creative project.

Our team is comprised of 15 ad professionals and 1 administrative team member.

40

31000 FT

EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

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?

MEET THE PARTNERS

For billing by title, please reference Fee Structure.



HIGH-FLYING TEAM



EXHIBIT A

**EXHIBIT "B"
Contractor Response to Request for Qualifications No. 19-213**

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

The key to success in collaborative projects is a clear focus on the end goal. All parties are committed to project success and 31K engages in active listening and a consistent focus on strategy.

When we partner, we seek to establish and build a relationship to benefit the Brand. When we consistently focus on the partnership, it allows for clearer communication and keeps conflict at bay.

43

 31000 FT

Comment on your process to manage frequent changes in direction.

Collaboration on all projects is a key element to success, yet new inputs provide opportunity to flex and adjust. Starting with the objective and strategy in mind, we manage all projects with timelines and inputs. The Agency builds in review and feedback into timelines and with each and every input provides detailed conference reports to outline new inputs and work direction.

31,000 FT aims to be a steward of Brand resources, managing timelines and scope of work with full transparency, while embracing an often fluid creative process.

44

 31000 FT

EXHIBIT A

**EXHIBIT "B"
Contractor Response to Request for Qualifications No. 19-213**

What is your mark-up on printing and outside services

No mark-ups on creative services.

What is your mark-up on advertising placement?

We often work with third party entities for media placement, with no mark up on our end.

45

 31,000 FT

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

Brand communication has extended into events for Gold Bond with a partnership with World Wrestling Entertainment and Gold Bond Ultimate in the Essence Festival.

Gold Bond/WWE: Created digital assets for targeted social media campaign yielding 30M impressions and 1M+ engagements, to provide a 25% increase in YOY website traffic.

Gold Bond Ultimate/Essence Festival: Created on-site booth design, short-form videos, premium content channels, social amplification program, geo-targeted filter, added value media and custom event website. Resulted in 4.1M impressions, 10.8K engagements and 6.5 clicks.

45

 31,000 FT

EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

If you have marketed economic development in the past, provide a description.

Partner experience with Dallas Convention Visitors Bureau.

Previous experience with Texas Economic Development Committee.

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

N/A

Do you have any potential account conflicts?

No. We are ready and able to begin our partnership.

47

31,000 FT

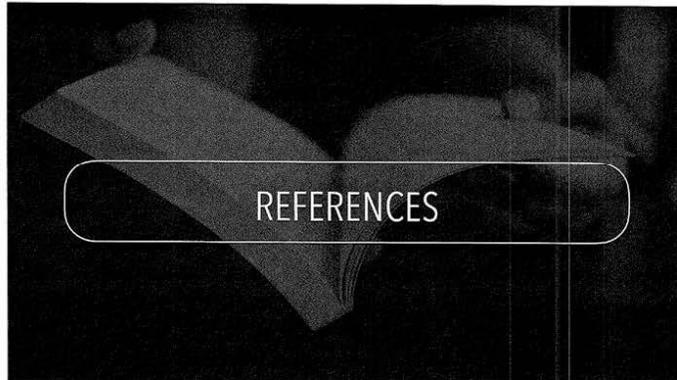


EXHIBIT A

**EXHIBIT "B"
Contractor Response to Request for Qualifications No. 19-213**

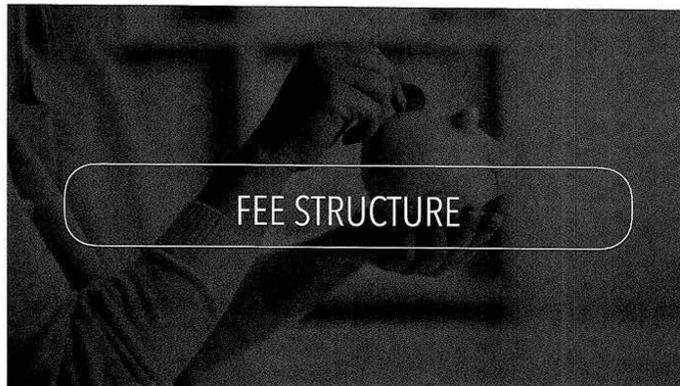


EXHIBIT A

EXHIBIT "B" Contractor Response to Request for Qualifications No. 19-213

FEE STRUCTURE

Our fees are based on scope of work hourly rates. We will provide a scope to meet your project and budget needs, with a mix of key personnel.

Hourly Rate Snapshot

Partners	\$200/hr
Strategy/Account	\$180/hr
Art Directors	\$80/hr
Jr. Art Directors	\$60/hr
Jr. Writers	\$60/hr
Social Content/Creative	\$60/hr

Blended Rate Estimate of \$97.50

81 31000 FT



EXHIBIT A

**EXHIBIT "B"
Contractor Response to Request for Qualifications No. 19-213**



EXHIBIT A

**EXHIBIT "C"
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. Workers' Compensation Employers' Liability 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 <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability 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	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.

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 A

**EXHIBIT "C"
Town of Addison Insurance Requirements**

email to: 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: _____