

## CITY OF GRAND JUNCTION, COLORADO

### PROFESSIONAL SERVICES CONTRACT

This CONTRACT made and entered into this <u>21<sup>st</sup></u> day of <u>May, 2021</u> by and between the <u>City of Grand Junction, Colorado</u>, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Lucidity</u> of Santa Monica, California, hereinafter in the Contract Documents referred to as the "Contractor."

The Contractor shall perform the work set forth and described by the Solicitation Documents and known as **RFP-4855-21-SH Advertising and Media Measurement Services**.

The total amount of the Contract shall not exceed \$1,522,000.00 paid by the Owner. The Contractor shall be paid in accordance with the work done based on each individual campaign, or season, or key performance indicator (KPI) being driven by Visit Grand Junction (Visit GJ). There is no guarantee that any work will be done, nor is there a guaranteed amount of work, or a minimum cost of work. There is no minimum or maximum guarantee as a result of this contract.

Seven (7) firms were chosen as finalists and all seven (7) may or may not have the opportunity to participate in the advertising and media measurement needs of Visit GJ. The six (6) firms are divided into three categories as follows:

Advertising: Centro, Epsilon/Conversant, Foursquare, Adtheorent

Measurement: PlaceIQ, Foursquare/Placed

**Verification**: Lucidity

This contract signifies approval that Visit GJ may work with each individual firm as needed, if needed.

To receive payment, Contractor must submit invoices to Elizabeth Fogarty, Visit Grand Junction Director at elizabethf@gicity.org for work completed.

Contract Administrator for the Owner is Elizabeth Fogarty, Visit GJ Director, 970-256-4052, elizabethf@gjcity.org

Contract Administrator for the Contractor is Sam Goldberg, Lucidity President, 310-310-0621, sam.goldberg@golucidity.com

The term of this Contract shall be from <u>May 21, 2021</u> to <u>May 21, 2022</u>, with the option for up to three (3) annual renewals at the same rates noted above.

Firms shall provide the insurance bonds and indemnities required in the Solicitation Documents.

Contract Documents: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents. It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the Contract, and all of said instruments, drawings, and documents together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein. The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project and all Addenda; IFB-4855-21-SH;
- c. Contractors Response to the Solicitation
- d. Change Orders.

CITY OF GRAND JUNCTION, COLORADO  DocuSigned by:	
ByElizabeth Fogarty	6/17/2021   23:18 EDT
Elizabeth Fogarty, Visit Grand Junction Director	Date
Lucidita	
Lucidity	
By: am Goldburg	6/1/2021   08:51 PDT
Fitle: Same Goldberg, Lucidity President	Date



## Request for Proposal RFP-4855-21-SH

# ADVERTISING AND MEDIA MEASUREMENT SERVICES

## **RESPONSES DUE:**

January 27, 2021 prior to 2:30 P.M.

**Accepting Electronic Responses Only** 

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Due to recent developments with increased COVID-19 cases in Mesa County, public inperson bid openings are temporarily being suspended until further notice. Bid openings will take place on their designated date and time virtually, and bid tabulations will be posted for public view/access. The virtual link is noted below to attend the bid opening. Public may attend via video or via phone for audio only.

Please join Advertising & Media Measurement Svcs RFP-4855-21-SH on GoToConnect from your computer using the Chrome browser. https://my.jive.com/meet/929354797

You can also dial in using your phone.

US: (571) 317-3129

Access Code: 929-354-797

## **PURCHASING REPRESENTATIVE:**

Susan Hyatt susanh@gjcity.org 970-244-1513 This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE for this solicitation.

## **REQUEST FOR PROPOSAL**

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## **REQUEST FOR PROPOSAL**

## SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

**1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:

## **RFP Questions:**

Susan Hyatt susanh@gjcity.org

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement prior to award and may result in disqualification.

- **1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide paid advertising and media measurement services for the Grand Junction, CO, area as described in Section 4.0.
- 1.3 Compliance: All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- **1.4 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction <u>Purchasing Policy and Procedure Manual</u>.
- 1.5 Submission: Please refer to section 5.0 for what is to be included. Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)
- **1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- **1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Addenda: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at <a href="www.bidnetdirect.com/colorado">www.bidnetdirect.com/colorado</a>. Offerors shall acknowledge receipt of all addenda in their proposal. Addenda and solicitations are posted on the City's website, <a href="www.gicity.org/business-and-economic-development/bids">www.gicity.org/business-and-economic-development/bids</a>, for informational purposes.
- 1.9 Confidential Material: All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.10 Response Material Ownership: All proposals become the property of the City upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- **1.11 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
  - Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the City.
- 1.12 Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions

- 1.13 Open Records: All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.
- **1.14 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- **1.15 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

Due to recent developments with increased COVID-19 cases in Mesa County, public inperson bid openings are temporarily being suspended until further notice. Bid openings will take place on their designated date and time virtually, and bid tabulations will be posted for public view/access. The virtual link is noted below to attend the bid opening. Public may attend via video or via phone for audio only.

Please join Advertising & Media Measurement Svcs RFP-4855-21-SH on GoToConnect from your computer using the Chrome browser. https://my.jive.com/meet/929354797

You can also dial in using your phone.

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## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the City and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings

- contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project.
- 2.3. Acceptance Not Waiver: The City's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The City's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- **2.4.** Change Order/Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the City Purchasing Division.
- **2.5. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.
- 2.6. Compliance with Laws: Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- **2.7. Debarment/Suspension**: The Contractor herby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- **2.8. Confidentiality:** All information disclosed by the City to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- **2.9. Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this RFP.
- 2.10. Contract: This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- **2.11.** Cancelation of Solicitation: Any solicitation may be canceled by the City or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the City.
- 2.12. Project Manager/Administrator: The Project Manager, on behalf of the City, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.

- 2.13. Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- **2.14. Employment Discrimination:** During the performance of any services per agreement with the City, the Offeror, by submitting a Proposal, agrees to the following conditions:
  - 2.14.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - **2.14.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
  - **2.14.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.15. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, et. seq. (House Bill 06-1343).
- **2.16.** Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 2.17. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.
- **2.18.** Failure to Enforce: Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- **2.19.** Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- **2.20. Indemnification**: Offeror shall defend, indemnify and save harmless the City and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits,

actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

- 2.21. Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the City. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The City shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the City shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 2.22. Ownership: All plans, prints, designs, concepts, etc. shall become the property of the City.
- **2.23. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City.
- 2.24. Patents/Copyrights: The Offeror agrees to protect the City from any claims involving infringements of patents and/or copyrights. In no event shall the City be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- **2.25.** Remedies: The Offeror and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **2.26. Venue**: Any agreement as a result of this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- **2.27.** Expenses: Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the City.
- 2.28. Sovereign Immunity: The City specifically reserves the right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.29. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the City's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.30. Collusion Clause: Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.31. Gratuities: The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the City may, at their discretion, terminate this contract without liability to the City.
- 2.32. OSHA Standards: All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the City may require the services to be redone at no additional expense to the City.
- **2.33. Performance of the Contract**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award.
- **2.34. Benefit Claims:** The City shall not provide the awarded Firm/s any insurance coverage or other benefits, including Worker's Compensation, normally provided by the City for its employees.
- 2.35. Default: The City reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the City to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.36. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.37. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or subproposers having an immediate family relationship with a City employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

2.38. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the City, permit the City to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the City pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the City, permit the City to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

- 2.38.1. "Public Works project" is defined as:
  - (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
  - (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
  - (c) except any project that receives federal moneys.

### **SECTION 3.0: INSURANCE REQUIREMENTS**

Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

- (a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.
- (b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the City, and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

### **SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES**

**4.1 General:** The City of Grand Junction, Colorado (City) is seeking proposals from qualified firms with the experience, resources, and expertise to provide paid advertising and ad measurement services. Ad measurement includes both media attribution for conversions and ad impression quality (e.g., waste and bot traffic/click fraud).

Visit Grand Junction (Visit GJ), a Department of the City, deploys paid media to promote the area as a destination to attract year-round travel and tourism, thereby providing for a sustainable and consistent economy and enhanced quality of life for residents. Visitor spending accounts for about 30 percent of the City's sales tax revenue and helps to diversify the local economic base. Visit GJ measures the results of advertising through a variety of indicators depending on the nature of the campaign (e.g., long-term brand awareness/inspiration vs. short-term arrivals/conversions). However, the two primary Visit GJ outcome measures (i.e., conversions) are: (1) in-person visitor arrivals in the destination that can be attributed to Visit GJ marketing & advertising exposure, and (2) visitor spending in the destination. Visit GJ also measures ad results based on media metrics, including click-through-rate (CTR), cost-per-click (CPC), quality of impressions (e.g., lack of waste or bot traffic/click fraud), and average website landing page duration, among others.

Visit GJ operates the official destination marketing website: VisitGrandJunction.com. In addition, Visit GJ operates a walk-in Visitor Center staffed by volunteer Tourism Ambassadors year-round, seven days a week. The Official Visitor Guide is published by Visit GJ and is distributed to all 50 states and internationally.

The City of Grand Junction is located along the I-70 corridor, halfway between Denver and Salt Lake City. Community partnerships and collaboration are vital to the success of destination marketing in Grand Junction. The City partners with a private management company to operate the Grand Junction Convention Center and Avalon Theatre located in the downtown Main Street area. Main Street is a well-preserved business and leisure district with award-winning public art sculptures in the area. The Grand Junction airport is the fourth largest airport in Colorado with numerous non-stop flights, including Denver, Salt Lake City, Dallas, Phoenix, Los Angeles, and Las Vegas. The City is facilitating the redevelopment of the Colorado riverfront area as a mixed-use, outdoor-friendly business and recreation area connected to downtown. The Grand Junction Sports Commission recruits and facilitates sporting events & tournaments in the local area.

4.2 Scope of Work: The City is soliciting proposals to develop a travel destination advertising solution with results that can be attributed to the ad campaigns. Components include the following: (1) digital paid advertising campaigns (both managed-service and self-service will be considered), including search-engine marketing, display (both prospecting and retargeting), and other digital advertising formats (e.g., digital audio & video, native ads, and digital out-of-home), and (2) ad-measurement solutions relevant to destination marketing and tourism. Ad measurement includes both media attribution for conversions and ad impression quality (e.g., waste and bot traffic/click fraud). Proposers could provide some or all these components. If offering some components but not all, proposers should state which of these components the proposer wishes to provide.

The City reserves the right to select more than one company under this solicitation to provide the full array of advertising and performance measurement services needed. More than one

contract may be executed under this solicitation. There could be overlap among tasks within each component that could require collaboration with other agencies. The award of a contract for a component does not guarantee the agency exclusivity to perform the tasks under that component.

Visit GJ places a high value on its ad agency partnerships. The contracted agencies should demonstrate a high level of expertise in the following areas: (1) media planning & buying (i.e., ad deployment), (2) account services, (3) data-driven marketing & advertising strategy, (4) channel & media mix planning, (5) target markets & segmentation, (6) behavioral audience profiling, (7) campaign monitoring & optimization, (8) collaboration, and (9) data-driven measurement, return on investment, and reporting of results. The current estimated ad deployment budget is \$1-1.6 million per year total, which is derived from a lodging sales tax paid by out-of-town guests and subject to annual appropriation by the Grand Junction City Council.

Specific elements to address in a proposal include the following:

- Integrated (one view) people-based, cross-device, omni-channel (online and offline) vs. fragmented (multiple views) cookie-based, online only, and browser-based marketing approach.
- Mass & general segments vs. one-to-one, personalized messaging.
- Visitor arrival attribution methodology and reporting, including last click vs. multitouch attribution.
- Arrival-lift methodology and reporting, including incremental arrivals (i.e., visitors who
  can be attributed to the incremental effect of the ads vs. those who would have visited
  anyway) and sample/panel-based arrival methodology vs. population/one-to-one
  arrival methodology.
  - o On incremental visitors exposed to ads, including control group reporting, and how the solution addresses potential contamination of the control group.
  - o Describe how the proposed solution is deterministic or probabilistic modeling.
- Visitor economic yield and return on investment reporting.
- Segmenting and tracking of business vs. leisure travelers to target leisure travelers who are more addressable through marketing.
- Segmenting and tracking of leisure travelers by origin market, behavioral, and demographic profiles.
- Segmenting and tracking of leisure travelers by fly market vs. drive market.
- Key performance indicators, including a discussion of ad-media metrics, ROI & ROAS, and economic/visitor-revenue metrics by consumer category.
- State the actual number of individual, unique consumers (i.e., real people) within reach of the proposer's ad-tech solution.
  - State percentage of unique consumer reach by mobile operating system (Android, Apple).
- Describe how the proposer's solution would be affected by Apple iOS 14 and what the proposer intends to do to maintain its ability to deliver personalized, relevant ads after iOS 14 implementation.
- How will the proposer reach those who opt out on iOS devices?
- How will the proposer maintain reporting attribution at the individual level with deterministic and granular insights into mobile marketing return on ad spending after iOS 14 implementation?

- Explain how your solution uses first-party vs. third-party audience identity data to gain insights, predict future patterns, personalize content, and deliver ads.
- Include what percentage of your clients are Destination Marketing Organizations.
- What does the proposer's solution do that other solutions cannot do (to the best of your understanding)?
- State how your solution protects brand safety, and prevents ad waste, bot traffic, and click fraud.
- State how your solution ensures consumer protection, privacy, and compliance protocols.
- Include any ad campaign spending thresholds that need to be met to obtain higher levels of campaign performance reporting.
- Share if you provide mid-campaign reporting and how often.
- Indicate how you approach inspirational campaigns compared to arrival/conversion campaigns.
- Describe your methodology for measuring length-of-stay in a destination.
- State how you can determine that a visitor is not just passing through en route to a
  different place. Include a description of your ability to measure visitors staying more
  than four hours.
- Do you have an online performance dashboard that we can access in real time? If so, please describe.

Visit GJ's ad campaigns are multi-faceted and coordinated. The total advertising amount could be subdivided and allocated among the agencies selected under this solicitation.

The ad agencies selected under this solicitation would create advertising solutions to market the new Grand Junction area brand to visitors. Proposers should describe their experience with tourism-related accounts. However, agencies with more general experience are also encouraged to apply for an award under this RFP.

It is critical that proposals come from solutions that allow for performance data to be exported to Visit GJ for use within a Tableau software environment. Visit Grand Junction has an in-house data analytics platform, brand named Tourismo, to support data-driven destination marketing. Visit GJ uses various data sources, including social listening, website analytics, real-time consumer surveys, and location intelligence, which are integrated using Tableau-based visualizations to provide the department actionable insights and strategic direction. Proposers should state how data analytics and reporting from ad campaigns will integrate with the Tourismo data platform.

Visit GJ has access to robust visitor profile data through a marketing research contract with Longwoods International. This visitor profile information would be made available to the selected agencies.

Please include if your agency offers any value-added services, such as campaign creative services and, if so, if there is a cost for these additional services.

## 4.3 RFP Tentative Time Schedule:

Request for Proposal available on or about

• Inquiry deadline at noon, no questions after this date

Addendum issued, if needed

December 22, 2020 January 12, 2021 January 18, 2021 Submittal deadline for proposals prior to 2:30 PM

Evaluation of proposals

• Invitations to Interview (video conferencing possible)

Interviews expected

Selection of agency(ies)

• City Council Approval

January 27, 2021 Jan 28 – Feb 5, 2021 February 8 – 9, 2021 February 10 – 12, 2021 week of February 15, 2021 March 3, 2021

## 4.4 Questions Regarding Scope of Services:

Susan Hyatt

susanh@gicity.org

**4.5** Contract: The initial contract period shall be for one (1) year from March 4, 2021 through March 3, 2022. The awarded Firm(s) and the City agree the contract may, upon mutual agreement of the Firm(s) and the City, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

### SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the BidNet website, www.bidnetdirect.com/colorado. This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline; 800-835-4603). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted A to E.

- A. Cover Letter: Cover letter shall be provided which explains the firm's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact with City's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- **B.** Qualifications/Experience/Credentials: Proposers shall supply their qualifications for consideration as a contract provider to the City of Grand Junction, including any prior research conducted in the State of Colorado. Include experience designing and conducting economic impact studies; as well as capabilities for data collection, analysis and technology. Staff profiles are necessary for those assigned to this project.
- **C. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects <u>of similar scope and size</u>. Include a brief narrative of the relationship.
- **D.** Fee Proposal: Provide total cost using Solicitation Response Form found in Section 7.
- **E.** Additional Data (optional): Provide any value-added products or services/modules in addition to the RFP scope of work.

Due to recent developments with increased COVID-19 cases in Mesa County, public inperson bid openings are temporarily being suspended until further notice. Bid openings will take place on their designated date and time virtually, and bid tabulations will be posted for public view/access. The virtual link is noted below to attend the bid opening. Public may attend via video or via phone for audio only.

Please join Advertising & Media Measurement Svcs RFP-4855-21-SH on GoToConnect from your computer using the Chrome browser. https://my.jive.com/meet/929354797

You can also dial in using your phone.

US: (571) 317-3129

Access Code: 929-354-797

### **SECTION 6.0: EVALUATION CRITERIA AND FACTORS**

- **6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- **6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The City reserves the right to reject any and all portions of proposals and take into consideration past performance, if available. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP (12%)
  - (Contractor has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- Understanding of the project and the objectives (15%)
  - (Contractor's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- Experience, necessary resources and skills (21%)
  - (Firm's proven proficiency in the successful completion of similar projects.)
- Data collection, analysis and technology capabilities (21%)
   (Firm has proven their capability in each field.)
- References (8%)
  - (Proof of performance in projects of similar scope and size from previous clients. See Section 5 Item C References.)
- Fees (15%)
  - (All fees associated with the project are provided and are complete and comprehensive. Most competitive fees will be ranked the highest.)
- Additional value-added products and services/modules (8%)
   (Firm has addressed other areas of expertise.)
- **6.3 Oral Interviews:** The City may invite the most qualified rated proposers to participate in oral interviews. Video conferencing will be considered.
- **6.3** Award: Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The City reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the firm.

## SECTION 7.0: SOLICITATION RESPONSE FORM RFP-4855-21-SH

Offeror must submit entire Form completed, dated and signed.

Total cost to provide services as described:	\$
WRITTEN:	dollars.
The City reserves the right to accept any portion	of the work to be performed at its discretion
The undersigned has thoroughly examined the entire proposal and schedule of fees and services attached he	
This offer is firm and irrevocable for sixty (60) days after	the time and date set for receipt of proposals.
The undersigned Offeror agrees to provide services conditions contained in this Request for Proposal and as as accepted by the City.	
Prices in the proposal have not knowingly been discloraward.	sed with another provider and will not be prior to
<ul> <li>agreement for the purpose of restricting competities.</li> <li>No attempt has been made nor will be to induce the purpose of restricting competition.</li> <li>The individual signing this proposal certifies the represent the offeror and is legally responsible for and prices provided.</li> <li>Direct purchases by the City of Grand Junction Tax exempt No. 98-903544. The undersigned of tax will be added to the above quoted prices.</li> <li>City of Grand Junction payment terms shall be N</li> <li>Prompt payment discount of percent invoice is paid within days after the</li> </ul>	e any other person or firm to submit a proposal for ey are a legal agent of the offeror, authorized to refer with regard to supporting documentation are tax exempt from Colorado Sales or Use Tax. ertifies that no Federal, State, County or Municipal et 30 days.  of the net dollar will be offered to the City if the execeipt of the invoice.
<b>RECEIPT OF ADDENDA:</b> the undersigned Contractor a Specifications, and other Contract Documents.	cknowledges receipt of Addenda to the Solicitation,
State number of Addenda received:  It is the responsibility of the Proposer to ensure all Ad	denda have been received and acknowledged.
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
Authorized Agent Signature	Phone Number
Address of Offeror	E-mail Address of Agent
City, State, and Zip Code	Date



## **Purchasing Division**

## **ADDENDUM NO. 1**

**DATE:** January 15, 2021

FROM: City of Grand Junction Purchasing Division

TO: All Interested Parties

RE: Advertising and media Measurement Solutions RFP-4855-21-SH

Bidders responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

- 1. Question: The current estimated deployment budget is \$1-1.6 million year total, which is derived from a lodging sales tax paid by out-of-town guests and subject to annual appropriation by the Grand Junction City Council. Can you confirm the specifics?
  Answer: The ad budget is expected to fall within this range. The exact amount spent each year on ads will vary depending on actual lodging tax revenues in that year.
- **Question:** I saw the details for a my.jive call, but did not see a date.....any specifics on a call?

**Answer:** There is no call. If you are referring to the virtual bid opening, the link information can be found in the RFP document as well as the BidNet website.

**3. Question:** KPIs: The brief mentions the KPI will focus on both visitor arrivals and awareness. Should one be prioritized over the other? If yes, what media metric will performance be evaluated off of?

Answer: Both KPIs are equally important.

- 4. Question: Budget: Can you confirm that all partners should submit proposals at a \$1MM-\$1.6MM spend or is there another budget in mind for Foursquare specifically? Answer: All Proposers should submit their responses based on the \$1MM-\$1.6MM budget.
- Question: Timing: When will this campaign run? Answer: The RFP is not about a specific ad campaign. This is an RFP to select an ad tech solution(s) that Visit Grand Junction intends to use for multiple campaigns throughout the initial contract year and any subsequent renewal years. Please see Section 4.5 of the original RFP document.
- **Question:** Audiences: Aside from leisure travelers mentioned in the brief, are there any other audiences you'd like us to target? Any other specific insights on your demo/target would be helpful.

**Answer:** VGJ's target market is leisure travelers. Specific leisure audience segments used in the past include the following: (1) Family, (2) Adventure Travelers, (3) Scenic Open Space, (4) Art Travelers, (5) Dog/Pet Travelers, (6) Bird Watchers, (7) Craft Beverages (primarily wine) and Agritourism.

7. Question: The brief mentions both measurement and media targeting. Would you like us to submit ideas for holistic measurement across your entire partner list or for Foursquare media only?

**Answer**: Holistic measurement is required across all ad deployment partners.

**8. Question:** Would you like us to submit ideas for holistic measurement across your entire partner list or for Foursquare media only?

Answer: Yes. Please see Question 7.

- Question: What does "courtesy copy" of your 2021-2022 RFP mean? It's a large project to undertake, so I want to confirm that "courtesy copy" doesn't mean that you're obligated to send this to GroundTruth and that our RFP would be seriously considered. Answer: Please be assured that your proposal will be given full review taking all relevant factors into consideration.
- **10. Question:** You mention visitation attribution and technical challenges with operating systems/browsers, as well as privacy developments impacting them. We are curious if the visitor spending primary outcome currently shows direct attribution to media investment, or is that outcome measured in arrears through aggregate life in lodging tax revenue reports?

**Answer:** The goal is to find the best solutions available in the market. Both approaches are feasible, based on research.

- 11. Question: Is Tableau and Tourismo the same platform or are they separate systems and would need Basis (Centro's platform) data to flow into both separately?

  Answer: Tourismo is an internal brand name for the data platform. Tourismo was built on Tableau and runs in Tableau. Partner data would only need to flow into Tableau.
- **12. Question:** Please elaborate on what data you are referring to when you say "data analytics and reporting from ad campaigns"? **Answer:** This is referring to the ad performance data and reporting provided through

**Answer:** This is referring to the ad performance data and reporting provided through the selected ad vendor.

- 13. Question: How are you currently using Tableau & Tourismo?

  Answer: Tableau is used to integrate all data sources into one platform for visualization, analytics, and communication. Tourismo is only an internal brand name for the data platform. Tourismo was built on Tableau and runs in Tableau.
- **14. Question:** How many companies or entities are being a part of the RFP process? Can you disclose who?

**Answer:** The RFP is open to all interested parties, and all applications are considered equally. There is no way to obtain which companies have applied until the due date and time of opening.

15. Question: Can you share all other questions asked?

**Answer:** All questions and responses are included in this Addendum document.

**16. Question:** Bullet #2 of section 4.2: can you please elaborate on what you are looking for? Are you asking about our how and or who approach to general segments vs one-to-one messaging?

**Answer:** VGJ is looking for information about how a vendor approaches targeting consumers. Please explain if your approach is based on general market segments or individuals/one-to-one messaging.

- 17. Question: It seemed the main KPI would be Arrivals/Visits or Arrival Lift? Do you have historical benchmarks (cost per or lift %?) Do you also want to track landing page visits? Answer: VGJ wants to track all relevant metrics that lead to an arrival in the destination and consumer spending in the destination, including landing-page visits.
- **18. Question:** How are you currently measuring visitor economic yield? **Answer:** There is no current ongoing solution to measure visitor economic yield tied to advertising. One of the purposes of this RFP is to select a solution that will satisfy this need.
- 19. Question: Business vs leisure travelers. Is one a priority over the other? What do these percentages currently look like?
  Answer: VGJ marketing strategy is currently focused more-so on leisure travelers; however, both are important. Currently, there is not a way to determine the precise percentages of each.
- Question: Do we need to provide reach for planning purposes or is this a request for reporting?
   Answer: The selected vendor(s) will need to provide both planning and reporting reach data related to ad campaigns.
- **21. Question:** Is this a brand new RFP or is a previous contract ending? **Answer**: This is a new RFP.

RFP.

- **22. Question:** If there was a previous RFP is there an incumbent? If yes, who is that? **Answer**: There is no incumbent. This is a new RFP.
- **Question:** Regarding the reference to the IOS 14 update, was there an important patch for tourism in the update? Or is it in reference to opting out of location data? **Answer:** The reference to iOS 14 refers to opting out of location tracking.
- 24. Question: Will you allow us to place pixels on your site for tracking purposes? Will we have access to website analytics?
  Answer: Yes, the selected vendor(s) will be allowed to place pixels on our site and be given access to web analytics.
- Question: Do you have current creative assets? Or are you looking for new creative as part of deliverables?Answer: New creative assets and/or creative services are not within the scope of this

**26. Question:** What platform do you use for reservations? **Answer:** VGJ does not have a reservations platform. VGJ markets the destination and individual businesses have their own reservations platforms.

**27. Question:** Is there a visitation benchmark? If so, what is the % lift goal? **Answer:** There is no specific benchmark or lift goals at this time.

**28. Question:** What is the expectation for CRM integration into your Tourismo platform, API feeds or will you provide access?

**Answer:** If there is no pre-built integration with Tableau, VGJ would need raw data in CSV or Excel format so the data can be input into Tableau.

- 29. Question: Can you provide demographic or interest based insights on your audience? Answer: VGJ's primary target market is primarily leisure travelers; however both leisure and business are important. Specific leisure audience segments used in the past include the following: (1) Family, (2) Adventure Travelers, (3) Scenic Open Space, (4) Art Travelers, (5) Dog/Pet Travelers, (6) Bird Watchers, and (7) Craft Beverages (primarily wine) and Agritourism.
- Question: Based on the list of requested media in the RFP, what percentage of budget by tactic should be allocated to media?
   Answer: There is no fixed budget percentage by tactic.
- **31. Question:** What are your KPI's for this campaign? What are you measuring lift on paid or organic?

**Answer:** The RFP is not about a specific ad campaign. This is an RFP to select an ad tech solution(s) that Visit Grand Junction intends to use for multiple campaigns throughout the initial contract year and any subsequent renewal years. VGJ would measure lift based on paid media ad deployment.

- 32. Question: Social wasn't listed as a desired tactic in the RFP. Is this medium being managed in a separate proposal, internally or by another agency?
  Answer: Social media services are not within the scope of this RFP.
- **33. Question:** Happy to accommodate this RFP request, but wondering what specific information you need about DV's verification solutions? This request does not appear to be specific to an advertiser.

**Answer**: This end goal of this RFP is to select one or more companies to provide advertising and media measurement solutions.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Susan Hyatt, Senior Buyer

Susan J. Hyatt

City of Grand Junction, Colorado



Dear Grand Junction, Colorado:

Now that I am a resident of Colorado, it is with even greater pleasure that Lucidity applies to once again work with you.

We had a tremendous experience working with you in the pre-COVID era, and with the developments in our technology and analytics capabilities, we strongly believe we will be able to provide even greater value to you!

Lucidity's unique ability to evaluate each digital ad impression and its supply chain give you the ability to identify waste, so you may stop it in its tracks. BY eliminating waste, you will zero-in on the best possible inventory available to reach real consumers and drive real results.

Lucidity welcomes the opportunity to work with you again, and would be happy to address any questions you may have.

Best,

Sam Goldberg

Sam Goldberg Lucidity President

## SECTION 7.0: SOLICITATION RESPONSE FORM RFP-4855-21-SH

Offeror must submit entire Form completed, dated and signed.

Total cost to provide services as described:	\$350,000
WRITTEN: Three hundred fifty thousand	dollars.
The City reserves the right to accept any portion	of the work to be performed at its discretion
The undersigned has thoroughly examined the entire proposal and schedule of fees and services attached he	
This offer is firm and irrevocable for sixty (60) days after	the time and date set for receipt of proposals.
The undersigned Offeror agrees to provide services conditions contained in this Request for Proposal and as as accepted by the City.	
Prices in the proposal have not knowingly been disclosured.	sed with another provider and will not be prior to
<ul> <li>agreement for the purpose of restricting competition.</li> <li>No attempt has been made nor will be to induce the purpose of restricting competition.</li> <li>The individual signing this proposal certifies the represent the offeror and is legally responsible for and prices provided.</li> <li>Direct purchases by the City of Grand Junction Tax exempt No. 98-903544. The undersigned of tax will be added to the above quoted prices.</li> <li>City of Grand Junction payment terms shall be N</li> <li>Prompt payment discount of 33 percent invoice is paid within 30 days after the</li> </ul>	ey are a legal agent of the offeror, authorized to rethe offer with regard to supporting documentation are tax exempt from Colorado Sales or Use Tax. extifies that no Federal, State, County or Municipal et 30 days.  of the net dollar will be offered to the City if the execeipt of the invoice.
RECEIPT OF ADDENDA: the undersigned Contractor a Specifications, and other Contract Documents.	cknowledges receipt of Addenda to the Solicitation,
State number of Addenda received:  It is the responsibility of the Proposer to ensure all Ackr80s Inc dba Lucidity	ldenda have been received and acknowledged. Sam Goldberg
Company Name – (Typed or Printed)  DocuSigned by:	Authorized Agent – (Typed or Printed)
Sam Goldbera	310-310-0621
1A36EB63B86640B	Phone Number
	sam.goldberg@golucidity.com
Address of Offeror 3435 Ocean Park Blvd #107-840	E-mail Address of Agent
Santa Monica, CA 90405	2/2/2021
City, State, and Zip Code	Date

**GOLUCIDITY.COM** 

*<b>≪Lucidity* 

## The City of Grand Junction: Use Blockchain-Powered Supply Path Optimization to Drive Real Outcomes

- Lucidity is a leading marketing analytics platform that utilizes blockchain technology to authenticate campaign data for Supply Path Optimization (SPO)
- Lucidity analyzes and matches campaign signals in real-time from supply chain partners (e.g. ad server, DSPs, SSPs/exchanges, viewability, brand safety, ads.txt, sellers.json) to authenticate delivery and performance
- Blockchain provides the assurance that the data is accurate, tamper-proof and credible
- These validated insights are accessed via the Lucidity dashboard by the agency hands-on keyboard teams; APIs can also be made available
- Marketers utilize the insights to audit the supply chain trail to identify what's working / what's not; the best supply paths receive more spend; underperforming supply paths are eliminated by dynamic bidding/bid refactoring
- Lucidity's customers include automotive, tourism/travel/hospitality, CPG, QSR and pharma advertisers and their agencies
- With Lucidity, our customers audited and removed "bad actors" and optimized supply paths for "good actors" leading to:

21%+ 140%+

23%+

20%+

99%+

Site Traffic Lift

Average Site Time Lift

Online Order Lift

Inventory Removed as Fraudulent

Match Rate for **Impressions** 



## Lucidity

#### **CONFIRMED IMPRESSION & CLICKS**

An impression or click that has been counted by all relevant supply chain participants in a given ad campaign

#### **CONFIRMED MATCH RATE**

The number of confirmed impressions or clicks divided by the total number of impressions or clicks

#### **DISCREPANCY RATE**

The percentage of impressions or clicks that weren't confirmed by the programmatic supply chain

#### DIRECT

Domain owners who sell on exchanges through their own accounts

#### RESELLER

Networks and sales houses who programmatically sell on behalf of domain owners

#### **SUPPLY PATH**

A path through which the inventory is purchased. Supply path may have any variation of DSP, Exchange, Resellers, Publisher, Site and more

#### ADS.TXT

A list of authorized sellers of Publisher's inventory that is hosted on publisher website

#### **DOMAIN SPOOFING**

Fraudulent sites 'hacking' the supply chain by pretending to be established sites like CNN

#### **SELLERS.JSON**

IAB Initiative that provides a mechanism to enable buyers to discover which exchanges are direct sellers and which are resellers of given inventory

#### **NO ADS.TXT or NON-VERIFIABLE**

Does not have ads.txt file available/cannot verify seller's status

## **<b> ♥**Lucidity

## OUR METHODOLOGY TO DELIVERING SPO

- Lucidity's blockchain technology is layered over existing campaign tags
- From these tags, Lucidity analyzes data from DSPs, 3<sup>rd</sup> Party Verification Companies (e.g. Moat, DV, IAS) and SSPs/exchanges, matching and confirming each impression and click via a unique identifier (AuctionID)
- If the AuctionID is confirmed to have passed across the supply chain, the impression or click is designated valid; a broken supply chain indicates an invalid impression or click
- These findings on valid and invalid impressions and clicks are accessed in Lucidity's dashboard, allowing customers to audit a specific supply path back to each supply source

- To identify breakages on the supply chain and trace a specific supply path, Lucidity looks at multiple key metrics including:
  - Confirmed Impressions
  - Confirmed Viewability and Brand Safety
  - Ads.Txt
  - Sellers.json
  - Conversions
  - Cost Per Acquisition
- These results are analyzed and insights are applied via dynamic bidding/bid refactoring on inventory with broken supply paths for the elimination of wasted impressions and redeployment of media to qualified inventory

## 1. OVERALL PERFORMANCE AGAINST SPECIFIC CAMPAIGN KPIS

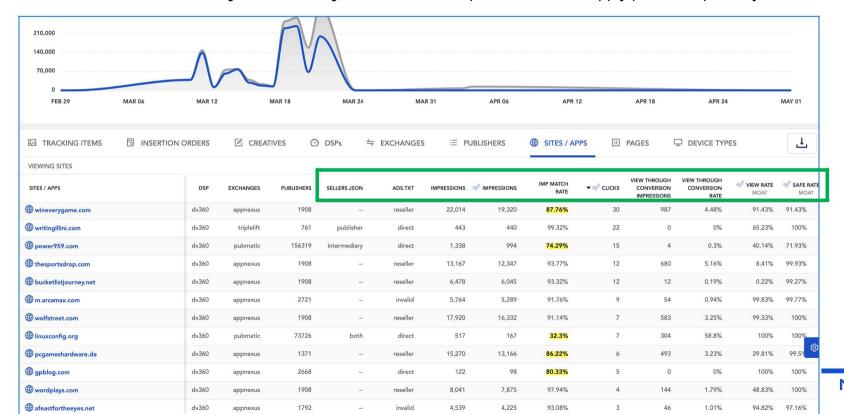




- We can track and optimize by any KPI important to The City of Grand Junction
- Our Log Level Data (LLD) integration allows us to incorporate different types of conversions alongside our proprietary metrics that provide Supply Path Transparency
- Setup with partners for LLD typically takes 1-2 weeks per vendor (can be less
  if we've worked with them previously)
- Conversion is defined by The City of Grand Junction we can have multiple conversion types. E.g. "User going to the website and configuring a car" or "user actually buying a car" can be a conversion.
- We can track and optimize against these metrics (and more) down to the site level
- These include: major metrics like Sellers.Json, Ads.Txt, Viewability, Brand
   Safety as well as Proprietary Metrics like Confirmed Impressions, Confirmed
   Clicks, and Confirmed Viewability/Brand Safety
- These above metrics can be used as KPIs for evaluating campaign performance or as a billing metric



This screenshot illustrates (green box) how industry metrics such as Sellers.Json, Ads.Txt, Viewability, Brand Safety as well as proprietary metrics like Confirmed Impressions, Confirmed Clicks, and Confirmed Viewability/Brand Safety are tracked and optimized for full supply path transparency



### 2. THIRD PARTY VERIFICATION AGAINST BENCHMARKS





- We have built support for the major 3rd Party verification partners (e.g. Moat, DV, IAS) for Brand Safety, Viewability, etc...
- We can track against any Viewability and Brand Safety benchmarks
- Lucidity also has created proprietary metrics: Confirmed Brand Safety and Confirmed Viewability based on integrations with 3rd Party verification partners
- These metrics are also available at the Site/Page Level and are used for optimizations and tracking against benchmarks
- In addition, we benchmark against Ads.Txt and Sellers.Json in order to determine the "directness" of the supply path

### 3. IMPROPER TAG MANAGEMENT

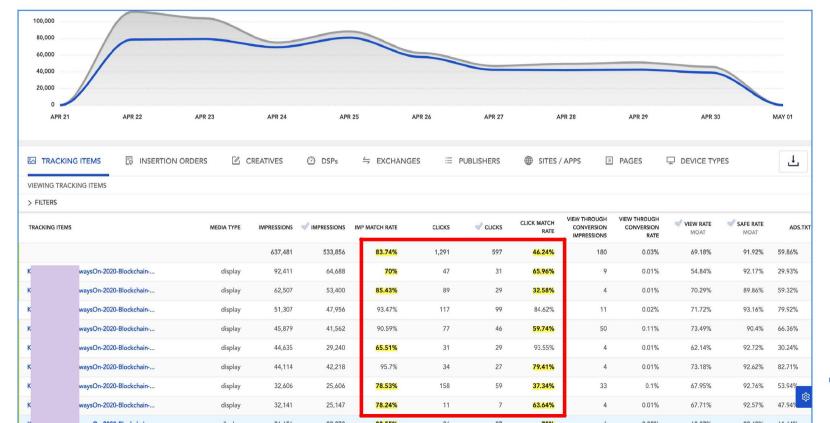




- Lucidity's trackers are incorporated with 3rd Party Ad Server tags and include all necessary macros
- Lucidity also receives Log Level Data (LLD) that we match with above macros
- Our Blockchain technology expects a set of metrics to be available and populated based on trackers and LLD, if the corresponding data is missing then elements in our UI will not populate and we will receive alerts
- We can visualize all placements in the same view and look at ALL metrics to spot irregularities; if any field is missing, if any placement is over-counting, we will know.
- The following three slides illustrate examples of improper tag scenarios (red boxes)
  and how we can "catch and kill" them.

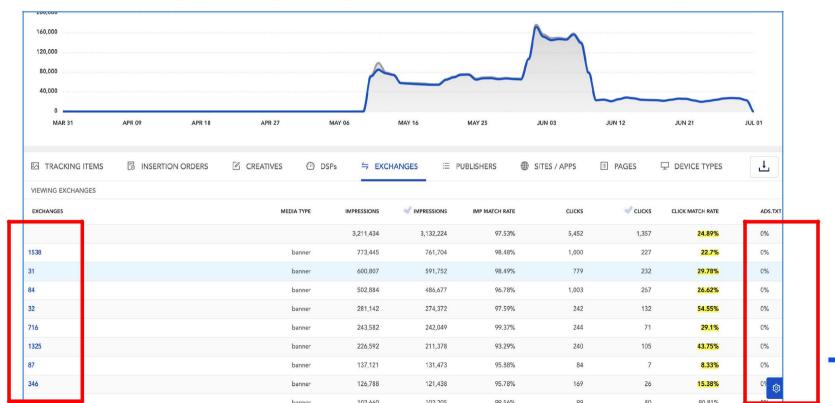


- This is the **Tracking Items** view where we can see all our tags and corresponding performance one by one:
  - If the Impressions Match Rate or other key metrics are drastically different than our benchmarks, the hands-on keyboard teams is immediately alerted to these discrepancies (red box)



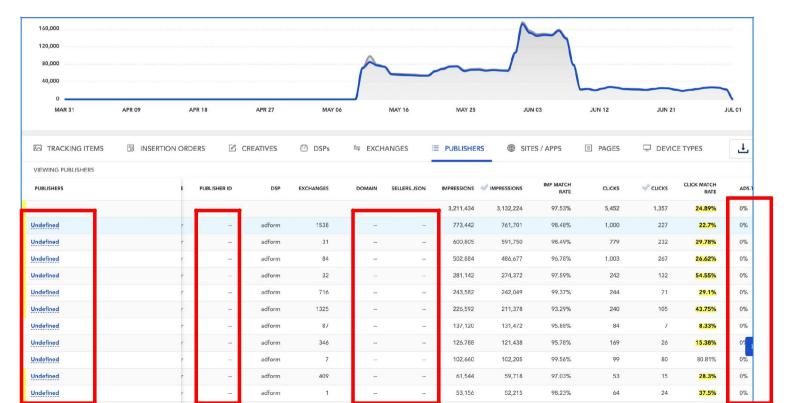


- This is the Exchanges view with examples of (2) critical tagging issues (red boxes):
  - · We should be seeing Exchange names in the first column, instead we see Numbers
  - Also, the Ads.Txt column shows 0%
- Diagnosis: Tags are missing Exchange ID and Publisher ID macros and our dashboard tells us right away





- This is Publishers view showing examples of (4) critical tagging issues (red boxes):
  - We should be seeing Publisher names in the first column, instead we see Undefined
  - Also: missing values for Publisher ID, Domain, Sellers. Json; Ads. Txt column shows 0%
- These were tagging issues on an otherwise well performing campaign; we were able to resolve within a day



## 4. IMPROPER LOCATION MANAGEMENT / 5. COMPETITIVE INSIGHTS





## 4. Improper Location Management

- Lucidity can incorporate Geo data from DSP and break down performance by Geo
- This will be a campaign level feature where we will see percentage of impressions coming from specific locations as part of a new "GEO" tab, similarly to how we're displaying devices



## 5. Competitive Insights

 We can utilize best practices and non-identifying aggregated data from various competitive sets in the tourism industry to dig into insights to support supply path optimization

## 6. IDENTIFYING POSSIBLE WASTE



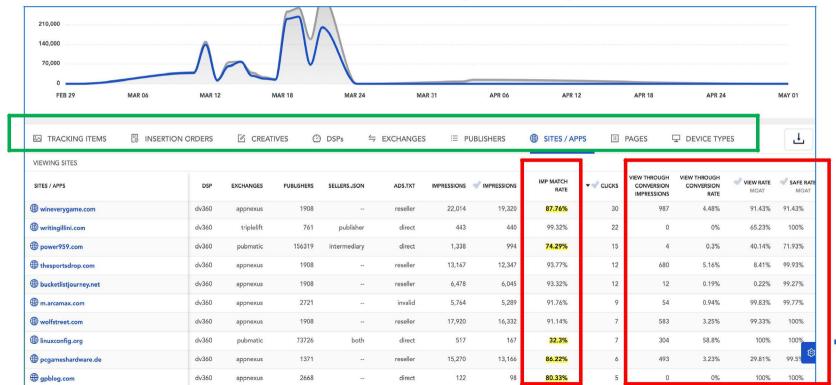


- Lucidity can track data in ALL environments across ALL channels. We track:
  - Social
  - Video/OTT
  - All programmatic types
  - Direct
- This allows us to drive SPO across channels and find wasted and gaps in multiple areas including:
  - Identify inflated, fraudulent impressions and their bad supply paths
  - Track against benchmarks such as CTR, Conversions, Viewability and clearly highlight action items
  - Spot poor setups, targeting, and delivery issues
  - Identify and help eliminate bad supply paths across all channels
  - Fees note: this will require opt-in by vendors (like DSP) to share their fee data



## 6. (continued): AUDITING FOR PROGRAMMATIC BENCHMARKS

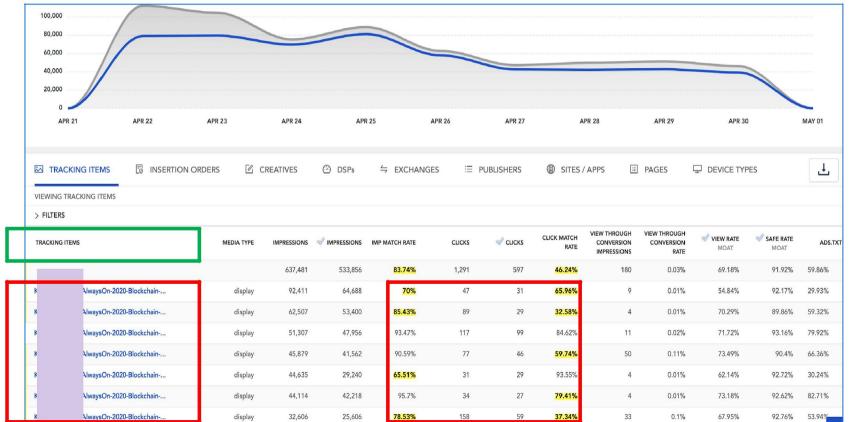
- Yellow highlights in this screenshot applies to Confirmed Impressions (red box)
  - We can highlight any columns including Conversion Rate, View Rate, and more (red boxes).
- Please note the Views / Tabs row (green box) on these screen: Tracking Items, Insertion Orders,
   Creatives, etc.
  - We are able to view the data from all different angles for auditing purposes





## 6. (continued): AUDITING FOR PROGRAMMATIC BENCHMARKS

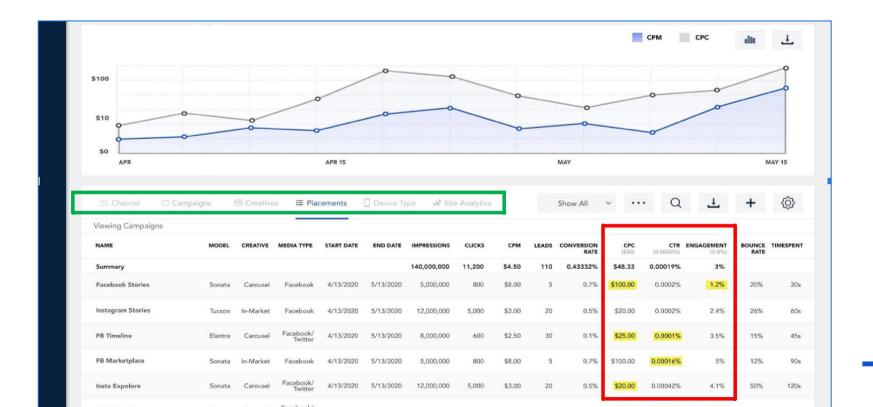
- This view shows the data from Tracking Items view (green box)
- **Tracking Items** are the placements or line items from DSPs evaluated against their Impressions Match Rate & Click Match Rate (red boxes)





## 6. (continued): AUDITING FOR SOCIAL BENCHMARKS

- As shown in below, we can track across Channels, Placements, Devices and more (green box)
  - Benchmarking over-under in yellow highlights for CPC, CTR and Engagement (red box)
- We can highlight any combination of metrics of your choice







## 7. Initial campaign health checks, v. delayed post campaign auditing

 We provide soft real-time checks along with ongoing in-depth auditing and post-campaign checks

## 8. Verification of digital campaign activation against a provided set of guidelines

We can verify a multi-variable KPI such as viewable + ads.txt/sellers.json + Confirmed<sup>TM</sup>

## 9. Recommendations for future campaign improvement

Our insights can feed into future bidding strategy and algorithms

## 10. Ability to provide quantifiable dollar loss in terms of campaign errors or improperly managed campaigns if possible

 We can quantify savings from improvement in supply path match rates and removal of fraudulent inventory

## Eliminate Waste and Fraud - Get the Highest Quality Impressions

- Lucidity can track and optimize down to the site / app level, device type, etc based on CTR, CPC, and quality of impressions (which is our unique specialty)
- Our Log Level Data integration allows us to incorporate different types of conversions alongside our proprietary metrics that provide groundbreaking Supply Path Transparency
- Conversion for onsite traffic will help you achieve your goals
  - We can have multiple conversion types. For the sake of example, a conversion could be:
     "User going to the website and configuring a car" or "user actually buying a car" can be a conversion.
- We track major metrics like Sellers. Json, Ads. Txt, Viewability, Brand Safety as well as Proprietary
   Metrics like Confirmed Impressions, Confirmed Clicks, and Confirmed Viewability/Brand safety
- Lucidity does not require cookies and does not ingest PII, so we are not concerned about new iOS
  or Android versions or web browser updates eliminating cookies (like iOS 14)
- Unlimited access to real time dashboard you will have as many logins as you want (screenshots follow)



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Thank you!

NIKAO YANG, CEO, LUCIDITY | NIKAO.YANG@GOLUCIDITY.COM