



CONTRACT RENEWAL

#5309-23-KF

Date: October 2, 2023

Firm: Foursquare Labs, Inc.

Description: 1st Year Contract Renewal for Advertising and Media Measurement Services

Congratulations, Foursquare Labs, Inc. is awarded the first (1st) year renewal option for Contract #5309-23-KF, 1st Year Contract Renewal for Advertising and Media Management Services.

Foursquare Labs, Inc. shall provide to the City of Grand Junction the products and/or services set forth in the Contract Documents dated November 17, 2022, for solicitation RFP-5102-22-SH, Advertising, and Media Measurement Services, as per the original contract documents. The renewal shall cover services from November 17, 2023, through November 17, 2024.

Please send the current ACORD Certificate of Insurance to the Purchasing Division.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.
9F789E7D50F14BC...

Duane Hoff, Jr., Contract Administrator

ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Firm: Foursquare

By: DocuSigned by:
Marjorie Janiewicz
FD1F757C5783484...

Print Name: Marjorie Janiewicz

Title: Chief Revenue Officer

Date: 10/6/2023

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (Sullivan Insurance Group, Inc.) and CONTACT NAME (James J. Smith), and INSURED (Foursquare Labs Inc.) and INSURER(S) AFFORDING COVERAGE (Intact Insurance Group, Crum & Forster Insurance).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional E&O.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Grand Junction named as additional insured for general liability per contract for advertising and Media Measurement Services

CERTIFICATE HOLDER

CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Grand Junction) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: John T. Andreoli)



CITY OF GRAND JUNCTION, COLORADO

PROFESSIONAL SERVICES CONTRACT

This CONTRACT made and entered into this **17st** day of **November, 2022** by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Foursquare Labs, Inc. of New York, New York**, hereinafter in the Contract Documents referred to as "Foursquare" or the "Contractor."

The Contractor shall perform the work set forth and described by the Solicitation Documents and known as **RFP-5102-22-SH Advertising and Media Measurement Services.**

The Contractor shall accept as full and complete compensation for the performance of Services specified in the Contract Documents, the rates stated in the Contractor's submitted response. 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.**

Five (5) firms were chosen as finalists and all five (5) may or may not have the opportunity to participate in the advertising and media measurement needs of Visit GJ. The five (5) firms are as follows:

Viant Technologies, AdTheorent, Basis Technologies, Epsilon and Foursquare

The new contracts for AdTheorent, Basis Technologies, Epsilon and Foursquare will supersede any existing renewal at the time of this contract execution.

This contract signifies approval that Visit GJ may work with each individual firm as needed, if needed. Foursquare will require standard measurement order forms for measurement campaigns, which, to the extent executed by the parties, are incorporated by reference herein.

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

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

Contract Administrator for the Contractor is **Dylan Ramey, Group Sales Director, Demand 310-344-7450, dylan@foursquare.com.**

The term of this Contract shall be from **November 17, 2022 to November 17, 2023**, with the option for up to three (3) annual renewals at the same rates noted above.

Firms shall provide the insurance certificates 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; **RFP-5102-22-SH**
- c. Contractors Response to the Solicitation
- d. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents. **Standard rates for Attribution are \$0.50 CPM Display, \$0.75 CPM Video, 2.5% of Search media spend.** If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

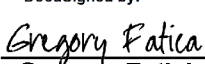
Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: 
Duane Hoff, Contracts Administrator

1/19/2023
Date

FOURSQUARE LABS, INC.

DocuSigned by:
By: 
Title: **Gregory Fatica, VP Client Solutions**
gfatica@foursquare.com

1/18/2023
Date



**Request for Proposal
RFP-5102-22-SH**

**ADVERTISING AND MEDIA
MEASUREMENT SERVICES**

RESPONSES DUE:

October 20, 2022 prior to 2:30 P.M.

**Accepting Electronic 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 **MUST** contact
RMEPS to resolve issue prior to the response deadline. 800-835-4603)**

NOTE: All City solicitation openings will continue to be held virtually.

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

TABLE OF CONTENTS

Section

- 1.0 Administrative Information and Conditions for Submittal**
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- 5.0 Evaluation Criteria and Factors**
- 6.0 Solicitation Response Form**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 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 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 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.
- 1.5 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6 Submission:** 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**)

Please join the virtual opening for Advertising and Media Measurement Services RFP-5102-22-SH

Oct 20, 2022, 2:30 – 3:00 PM

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/548511261>

You can also dial in using your phone.

Access Code: 548-511-261

United States: [+1 \(872\) 240-3311](tel:+18722403311)

Join from a video-conferencing room or system.

Meeting ID: 548-511-261

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 548511261@67.217.95.2 or 67.217.95.2##548511261

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.7 **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.
- 1.8 **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.
- 1.9 **Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 **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 www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal. Addenda and solicitations are posted on the City's website, www.gjcity.org/business-and-economic-development/bids, for informational purposes.
- 1.11 **Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own

risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.

- 1.12 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
- 1.13 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.
- 1.14 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.
- 1.15 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
- 1.16 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.

- 1.17 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.
- 1.18 Public Opening:** Proposals shall be opened virtually at the time and date noted on the Cover Page. Offerors, their representatives and interested persons may attend virtually. See Section 1.6 for details. Only the names and locations on the proposing firms will be disclosed.

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 hereby 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. Cancellation 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 workers without authorization 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 sub-proposers 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.

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| SECTION 3.0: INSURANCE REQUIREMENTS |
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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
ONE MILLION DOLLARS (\$1,000,000) 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
ONE MILLION DOLLARS (\$1,000,000) 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 again 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). **The existing pool of vendors who are currently contracted only need to submit a letter of continued interest. Include any new strategies, value, technology, etc. that has evolved since the original contract was signed.**

This solicitation is an attempt to expand the pool. All interested parties not already contracted shall follow the instructions included in this solicitation.

- 4.2 Background:** Visit Grand Junction (Visit GJ or VGJ), 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, five 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 lodging tax, which funds Visit Grand Junction, is 6 percent of overnight lodging for less than 30 days within the City of Grand Junction. The tax collection is shared with the Grand Junction Air Alliance and Grand Junction Sports Commission. Visit Grand Junction receives 4.25%, Air Alliance receives 1%, and Sports Commission receives .75%.

The Grand Junction airport is the fourth largest airport in Colorado with numerous non-stop flights, including Denver, Dallas, Phoenix, Los Angeles, and Las Vegas via Allegiant, American Airlines and United. 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.

- 4.3 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 increase the pool of firms to provide the full array of advertising and performance measurement services needed. More than one contract may be executed under this solicitation and more than one partner may be utilized at the same time for any given campaign. 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. This solicitation is not about a specific ad campaign. The goal is to select ad tech solutions that VGJ intends to use for multiple campaigns throughout the contract period.

4.3.1 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, (9) data-driven measurement, return on investment, and reporting of results, and (10) integration of first-party data and/or the ability for Visit GJ to upload first-party data into the agency's platform.

The budget is derived from a lodging sales tax paid by out-of-town guests and subject to annual appropriation by the Grand Junction City Council. The exact amount spent each year on ads will vary depending on actual lodging tax revenues in that year and other factors affecting Visit Grand Junction's annual budget.

4.3.2 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. multi-touch 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.
 - On incremental visitors exposed to ads, including control group reporting, and how the solution addresses potential contamination of the control group.
 - 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 ad-media metrics, ROI & ROAS, and economic/visitor-revenue metrics by consumer category.
- Relevant metrics that lead to an arrival in the destination and consumer spending in the destination.
- Reporting should include designated landing-page visits.
- 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 existing and future Apple iOS updates and what the proposer intends to do to maintain its ability to deliver personalized, relevant ads.
- 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 for iOS?
- 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.
 - Do you have the ability to measure visitors who have stayed at least four hours in Mesa County and exclude those, in your reporting, who have not? If yes, please describe the method to ensure this.
 - Do you have the ability to measure and exclude visitor foot traffic that is less than 50 miles from their origin city in your reporting? If yes, please describe the method to ensure this.
- Do you have an online performance dashboard that we can access in real time? If so, please describe.
- Do you include ad design/creative design at no cost for all campaigns (programmatic, CTV, etc.) if Visit GJ provides visual assets?

4.3.3 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 Grand Junction area brand to visitors. Selected vendors need to provide both planning and reporting reach data related to ad campaigns.

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. While both leisure and business travelers are important, VGJ's target market is leisure travelers.

4.3.4 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 flow into Tableau. The data will then be integrated with the Tourismo data platform. If there is no pre-built integration with Tableau, VGJ will need raw data in CSV or Excel format so data can be uploaded into Tableau.

4.3.5 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 along with other behavioral data collected through other data platforms from existing partners of Visit GJ.

4.4 RFP Tentative Time Schedule:

- Request for Proposal available on or about October 4, 2022
- Inquiry deadline at noon, no questions after this date October 11, 2022
- Addendum issued, if needed October 13, 2022
- Submittal deadline for proposals prior to 2:30 PM October 20, 2022
- Evaluation of proposals October 21 – 26, 2022
- Invitations to Interview (video conferencing possible) October 27, 2022
- Interviews expected October 31 – November 4, 2022
- Selection of agency(ies) November 8, 2022
- City Council Approval November 16, 2022

4.5 Questions Regarding Scope of Services:

Susan Hyatt
susanh@gjcity.org

4.6 Contract: The initial contract period shall be for one (1) year from **November 17, 2022 through November 17, 2023**. 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 of similar scope and size. 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.

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 Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

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| <p>The following collective criteria shall be worth 85%</p> <ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (12) (Firm 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 Objectives (15) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.) • Experience, necessary resources and skills (24) (Firm's proven proficiency in the successful completion of similar projects.) • Data collection, analysis and technology capabilities (24) (Firm has proven the capability in each field.) • Additional value-added products and services/modules (10) (Firm has addressed other areas of expertise) |
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| <p>The following criteria shall be worth 15%</p> |
| <p>* Fees (15)</p> |

Owner also reserves the right to take into consideration past performance of previous awards/contracts/campagins with the Owner of any vendor, Firm, supplier, or service provider in determining final award(s). References of the short-listed firms will be assessed during the final phase of the evaluation process.

- 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-5102-22-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 Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

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 and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the City.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the City if the invoice is paid within _____ days after the receipt of the invoice. The City reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda 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: October 13, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: Advertising and Media Measurement Services RFP-5102-22-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:

Question 1. I am confused as to when the submission is due the RFP states 10/20/22 as both the date for question deadline and for submissions due, can you clarify?

Answer: Please see Section 4.4 of the RFP document and the Rocky Mountain E-Purchasing System. Questions are due October 11, 2022, and Proposal responses are due October 20, 2022 prior to 2:30 P.M.

Question 2. Can you direct me to where to find the budget for advertising and marketing?

Answer: The actual budget will not be shared at this time.

Question 3. Based on our capabilities, the "total cost to provide services as described" is difficult to assess. We can provide a list of fees based on appropriate reporting tools and ancillary elements but since we work in a CPM structure, there is not one total cost to provide. It is all dependent on the specific campaign developed. How should we address that in our proposal?

Answer: A list of fees is acceptable.

Question 4. Please confirm that the virtual opening for Advertising and Media Measurement Services call on 10/20 between 2:30 – 3:00PM is simply to confirm we have submitted our proposal.

Answer: Yes, only the names of firms who submit proposals will be read at the virtual opening.

Question 5. Is there an opportunity to present our proposals to the Visit Grand Junction team after we've submitted all materials?

Answer: Yes, if chosen to move forward in the evaluation process. Short listed firms will be invited to interview.

Question 6. Who is the incumbent or current AOR for this business?

Answer: Visit Grand Junction does not have an AOR.

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
City of Grand Junction, Colorado

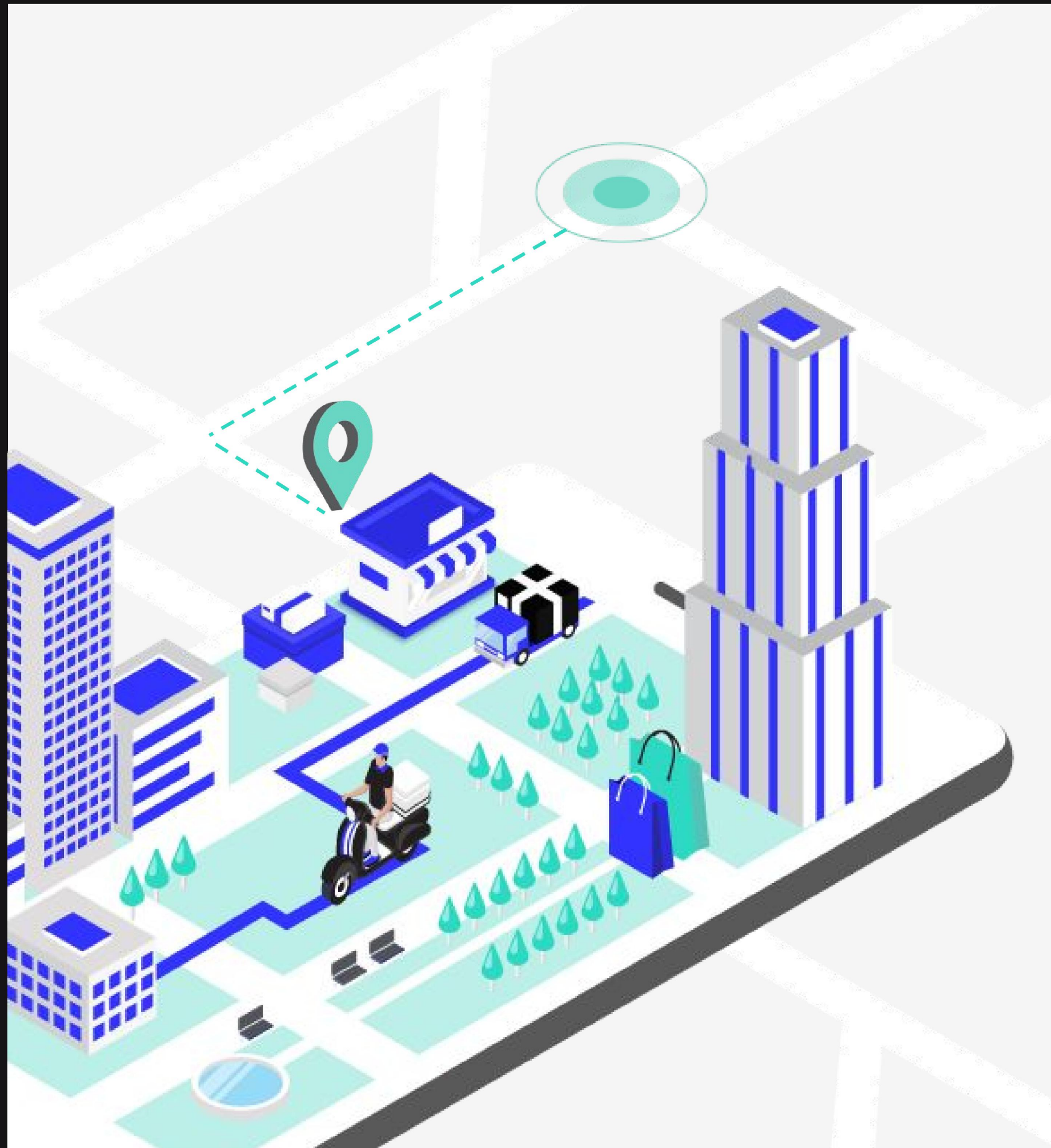
Letter of Continued Interest

Principal Contact: Tennley Noble, Associate Demand Manager, tennley@foursquare.com, 425.495.4654

Confirming that Foursquare has continued interest in working with Visit Grand Junction for Attribution as submitted in our previous proposal - please refer to that proposal for additional information.

In this document I have provided the latest slides on our Attribution product including our new Closed Loop Attribution feature.

Signature: 



Foursquare Attribution

The most accurate omnichannel measurement solution for marketers

FOURSQUARE

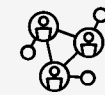
Challenges Marketers are facing today

Tracking ROI

In a recent survey to 120 marketers, providing ROI was marked as the **2nd biggest challenge** (Driving leads was number one)

Budgeting decisions

Only 48% of marketers were confident when making **budgeting decisions** to invest in programs that influence revenue.



Complex Customer Journeys



Personalization + Privacy



Accessibility + Trust



Adaptability + Optimization

Understand the impact of your advertising



Understand the Customer Journey



Optimize Your Investments

FSQ/attribution



Accuracy at Our Core

With 10+ years of experience and **MRC accreditation**, we are the Industry leaders in location data with proven expertise across all verticals.



The Right Scale

Our Always-on data sources provide accuracy and scale with 300-1300 location data signals per device daily.



Accessibility

The largest media partnerships footprint by a wide margin: 550+. Available across all media channels & social networks.



Holistic Campaign Performance

Our Omnichannel Dashboard updates daily and allows marketers to optimize and maximize investments in flight.



Privacy-First

We are committed to building products with privacy-protecting features and holding our partners accountable.



Independent & Trusted

We are agnostic to platforms and because of our unbiased nature we are a trusted and reliable measurement partner.

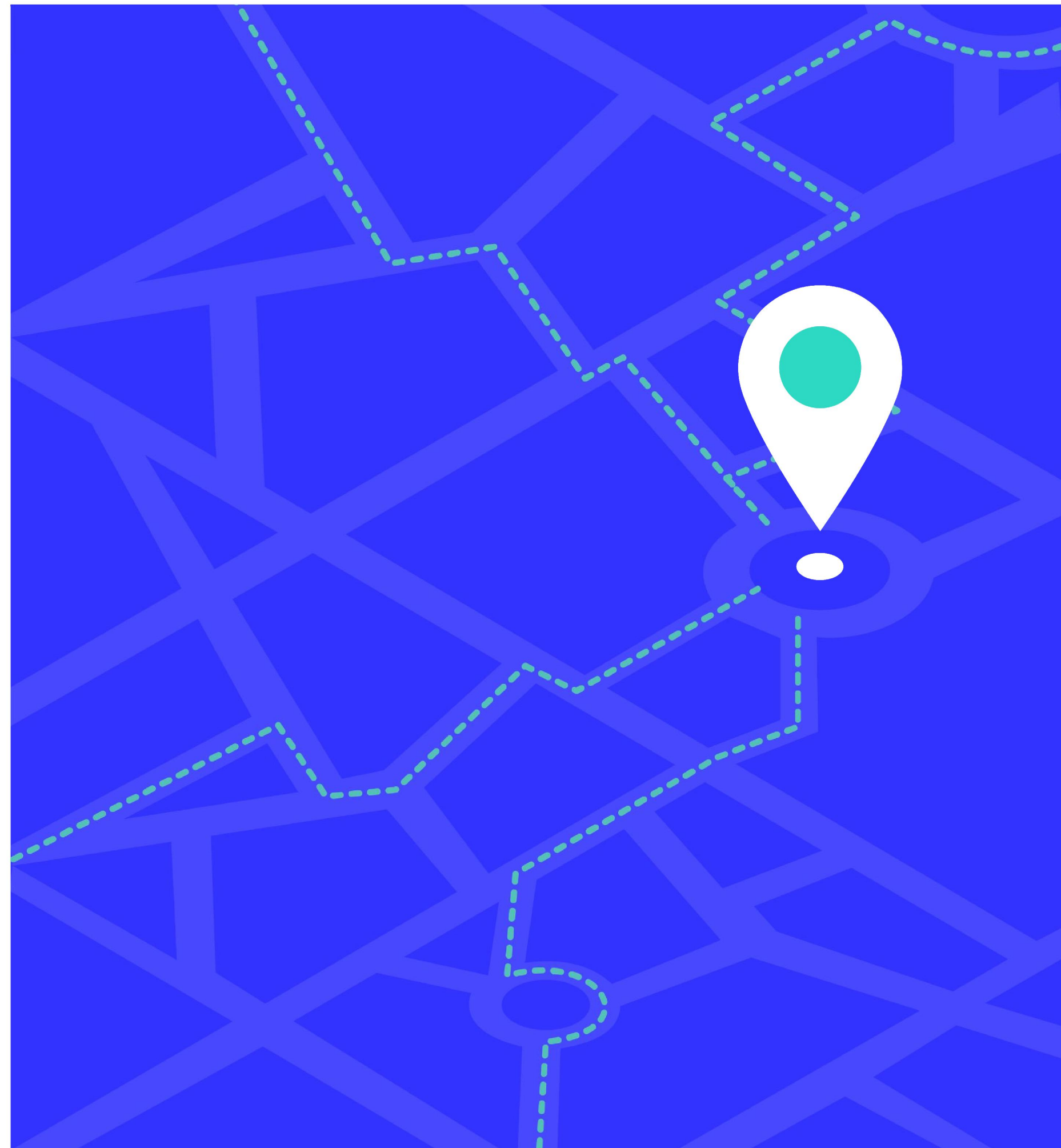
Accuracy you can trust

We have the world's largest persistent panel

Our investment in first party data allows us to:

- Be **the only solution** that accurately detects a visit and measures how human movement is influenced by exposure to your campaign.
- Persistently capture consumers' movement and snap visits to our **proprietary map** using our core technology.

FSQ/attribution



FSQ Attribution data sources: Always-on accuracy and scale

FSQ measurement is built from first party data and utilizes SDK data sources.

10+ years of experience in ground truth visit detection validates our always-on data sources to ensure the most accurate measurement solution.

FSQ/attribution

SDK Direct Integrations and O&O

FSQ is built upon first-party data, beginning with our proprietary check-in apps 10 years ago. Our first-party SDK partnerships such as GasBuddy, Flipp, and COIN app add the same high-quality, always-on quality location data.

Pilgrim Verified SDK-only Data

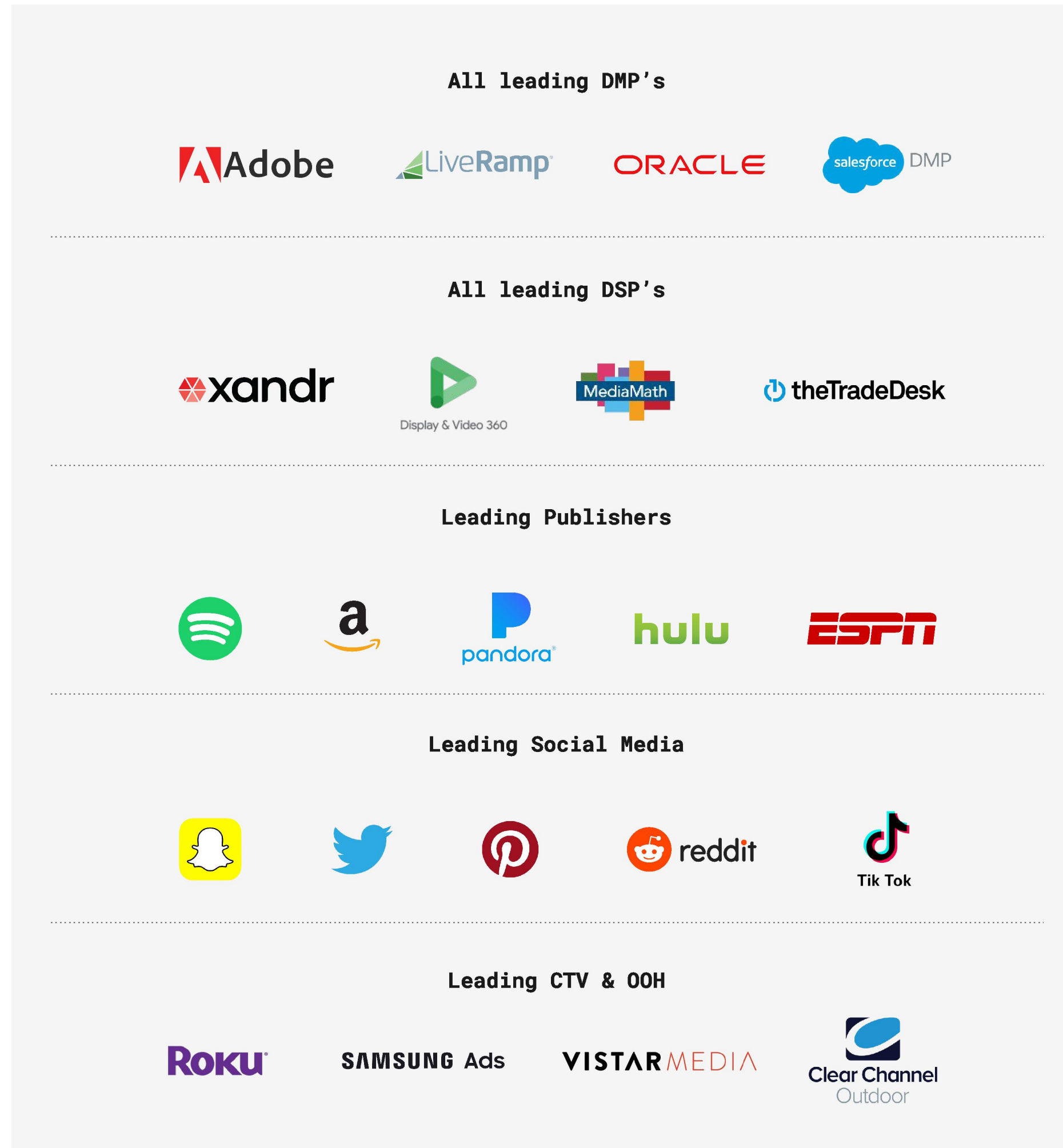
Enabling commercially-available SDK location data in Attribution allows FSQ to measure more granularly, while still maintaining accuracy through the verification of this data through our proprietary tech - Pilgrim.

Total accessibility and trust

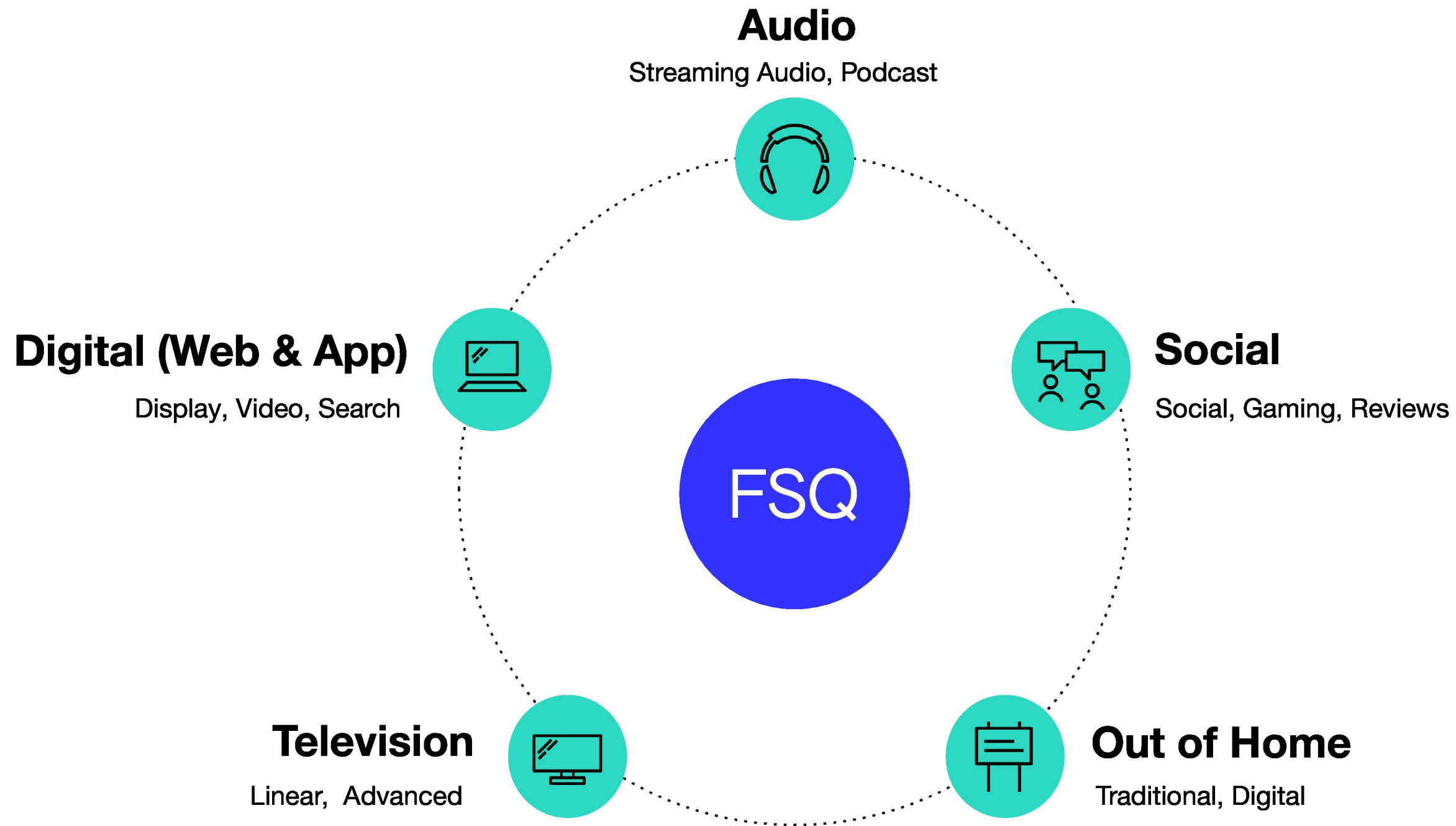
Foursquare has **the most sophisticated** integrated data and technology across the marketing ecosystem. Take advantage of total accessibility of our data.

The **largest media partnerships** footprint by a wide margin: 550+ partners across top media platforms including Snapchat, Waze, TTD, Twitter, TikTok, Pandora, Spotify, Roku, Vistar, and Yelp.

FSQ/attribution



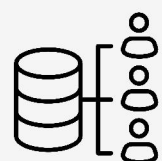
A holistic view of your media strategy



FSQ/attribution

Putting privacy first

Leading the industry in privacy.



Responsible data collection

We give consumers control over the data collected from them and offer a true value exchange.



Responsible data use

Data is a privilege. We build our products with privacy-protecting features & hold our partners accountable.



Leading in advocacy

We are a vocal advocate for comprehensive federal legislation to protect consumers from unethical, unfair or opaque practices.

Privacy in Each Data Source



O&O Apps

Users of owned & operated apps, such as Swarm & City Guide



SDK Technology

Users of other apps that leverage our location tools



Trusted Data Partners

Carefully vetted data suppliers

How do we do this?

FSQ/attribution

How do we know that a visit occurred?

It all starts with our proprietary **1st party map of the world**.

As a result of over **10 years** of unique data collection from Foursquare's O&O technology on mobile phones, we have created a map of the world not based on coordinates, but rather on actual locations.

FSQ/attribution



How do we know a device visited that place?

Persistent data collection vets and accurately determines a visit occurred.

More than just GPS Place - shapes define a location based on bluetooth, beacon, wifi, compass, accelerometer, barometric sensor, and GPS data into account.

1st Party human verification trains our models to truly understand where venues are.

FSQ/attribution



How do we get location right?

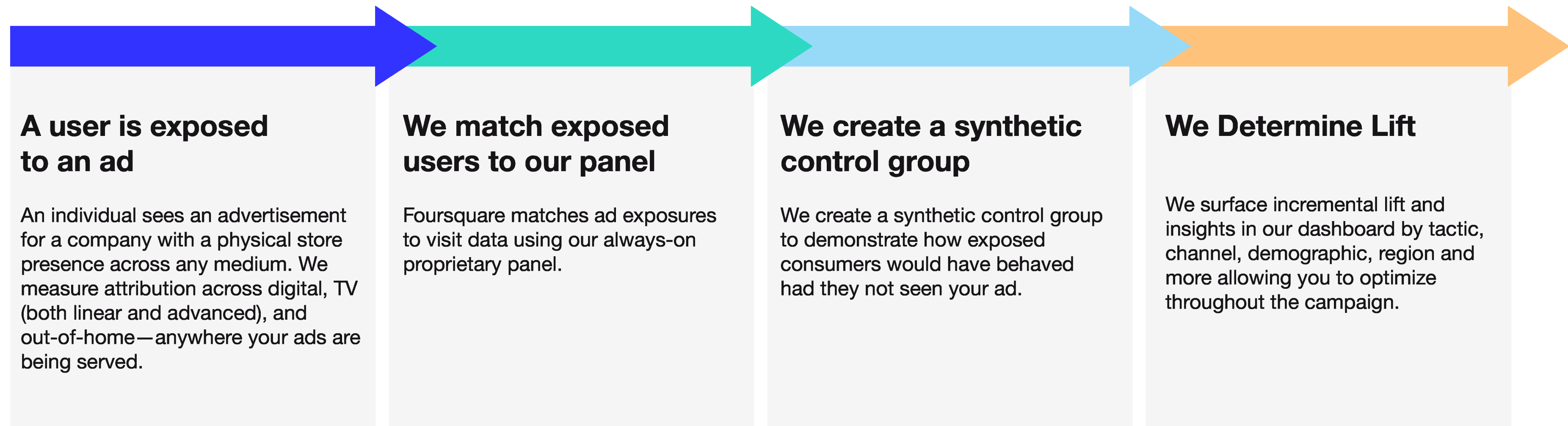
- Stop-Detection
- Data Clustering
- Dwell Time
- Human Verification

FSQ/attribution



How we measure for Attribution

Unlock a clear view of lift with an understanding of how your ad drove incremental visits to your location.



Why do we measure like this?

We leverage a highly accurate **synthetic control group methodology** rather than a rigid 1:1 match to unlock a clear view of lift, providing you with an understanding of how your ad drove incremental visits to your location.

By using a **model-derived control visit rate**:

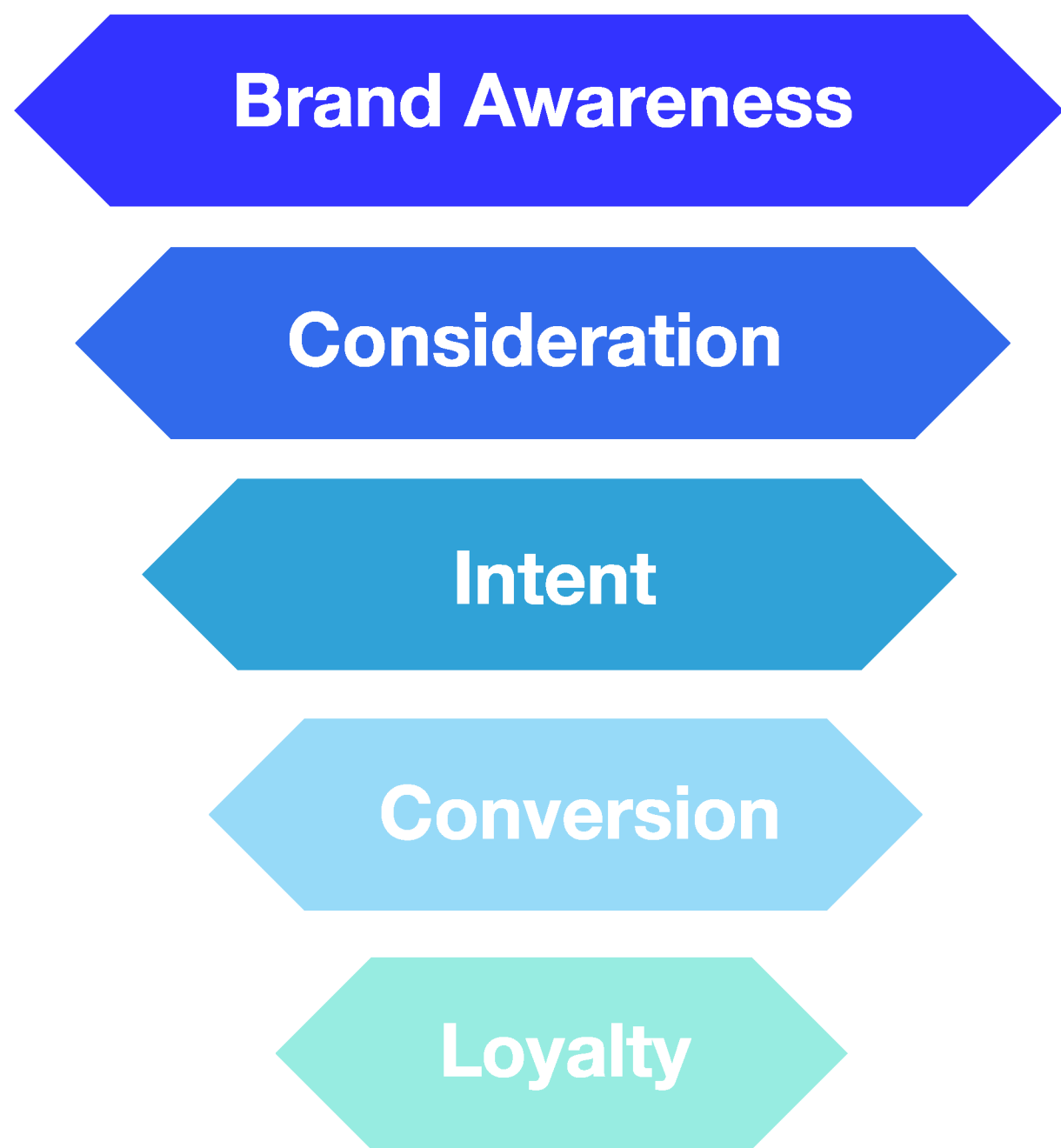
- More Exposure Data
- Reducing Imbalance
- Panel Leverage

FSQ/attribution



Holistic Campaign Performance

FSQ measures the entire marketing funnel



| Marketing Goal | Media |
|--|---|
| <p>Upper Funnel Branding Campaigns Generate broad awareness about brand messaging to excite interest.</p> | <p>TV, Advanced TV, Out of Home, prospecting, events, direct mail, etc.</p> |
| <p>Mid Funnel Prospecting Campaigns Target audiences interested in the brand to drive engagement.</p> | <p>Audience & contextual targeting, geofence targeting, etc.</p> |
| <p>Lower Funnel Campaigns Ensure customers' complete purchase. Drive sales!</p> | <p>Retargeting on search, social, programmatic, video, emails, and SMS.</p> |
| <p>Retention Campaigns Engage converters and generate repeat sales.</p> | <p>Loyalty programs, awareness coupled with retargeting converters.</p> |

FSQ/attribution

Make optimizations in-flight with Foursquare's always-on dashboard

With FSQ Attribution you get a holistic view of your advertising across all media channels so you can optimize your investments daily.

Visitation

- Lift and incremental visits
- Total visits among exposed audience
- Visitation cost data
- Store-level visits
- Visit conversion rate
- Historical visitation: recency and frequency
- Closed Loop Attribution (online and offline conversions)

Channels

- Omnichannel reporting
- Multichannel reporting
- By channel (OOH, Digital, Search, Linear TV, CTV, Audio, Social, Walled Gardens, Programmatic)
- By Partner

Audience

Lift and conversion across:

- Demographic: age, gender, education, ethnicity, HHI, marital status, and more.
- Geo including DMAs
- Day of the week
- Time of the day
- Other Businesses visited
- Segment

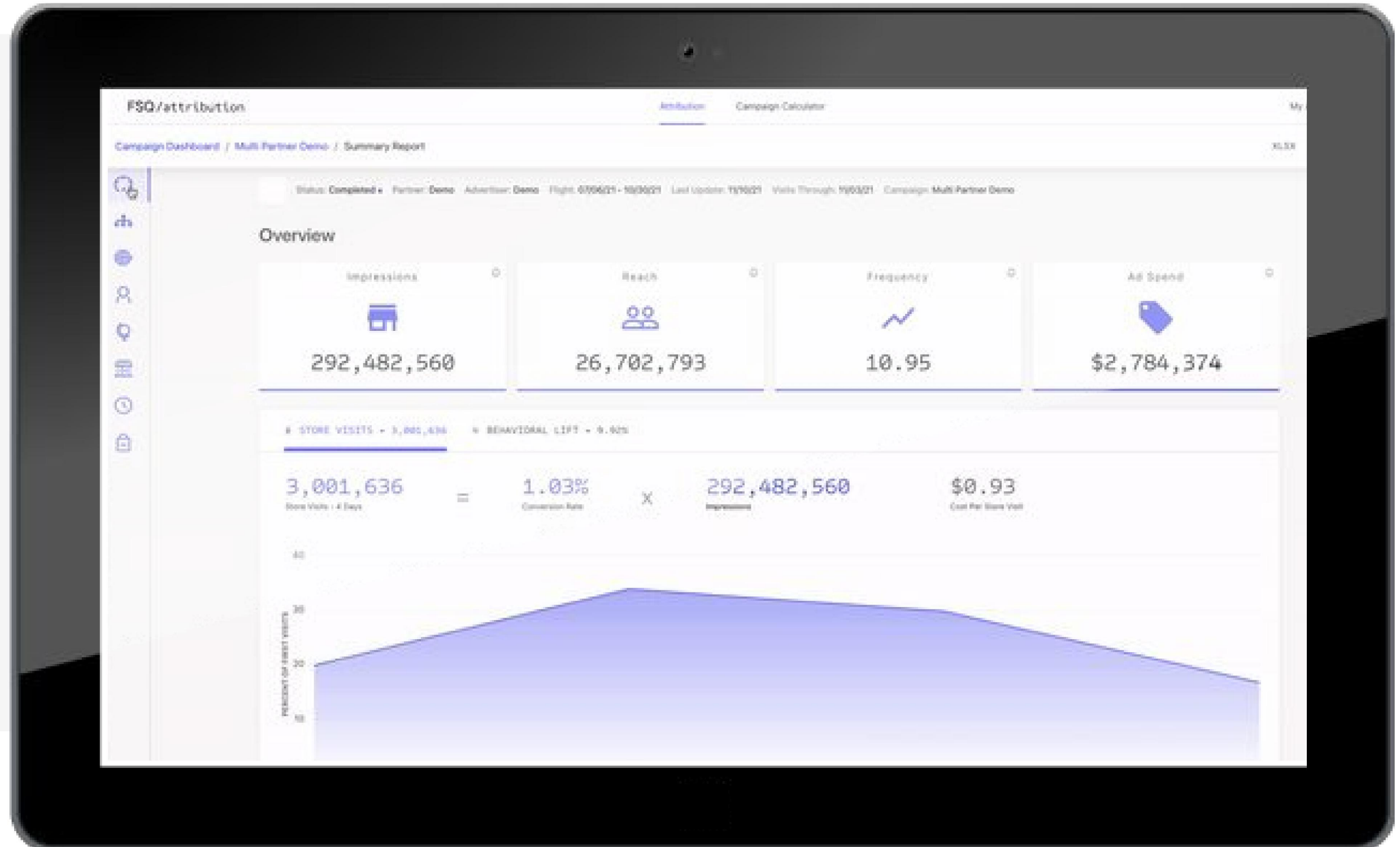
Tactics

- Creative performance
- Tactic level performance
- Customized according to campaign initiatives

Always-on Attribution dashboard

Actionable insights

- By Store Visits
- By Lift
- By Revenue
- By Partner
- By Channel
- By Region
- By State
- By Market



New in Attribution

Closed-Loop Attribution

A new feature of its core Attribution solution that provides campaign measurement for both online and offline conversion metrics. With Closed Loop Attribution, brands and advertisers can understand campaign performance in driving newer outcomes in their customers' path to purchase, such as click-and-collect transactions or online conversions. This makes it possible to measure all campaign KPIs in a single place—a need that is becoming critical as customers increasingly shift towards online purchase behaviors.

Coming Soon

Sales Lift Analysis

We are working with leading sales analytics players in shopper marketing, retail and restaurants on sales and basket size data tied to incremental store visits. By combining Foursquare store visit lift along with their sales and basket size data tied to specific chains and restaurants, we will be able to unlock new insights on incremental sales for our clients.

FSQ/attribution



Closed Loop Attribution

Understanding the customer journey, online and offline.

Q1 2022

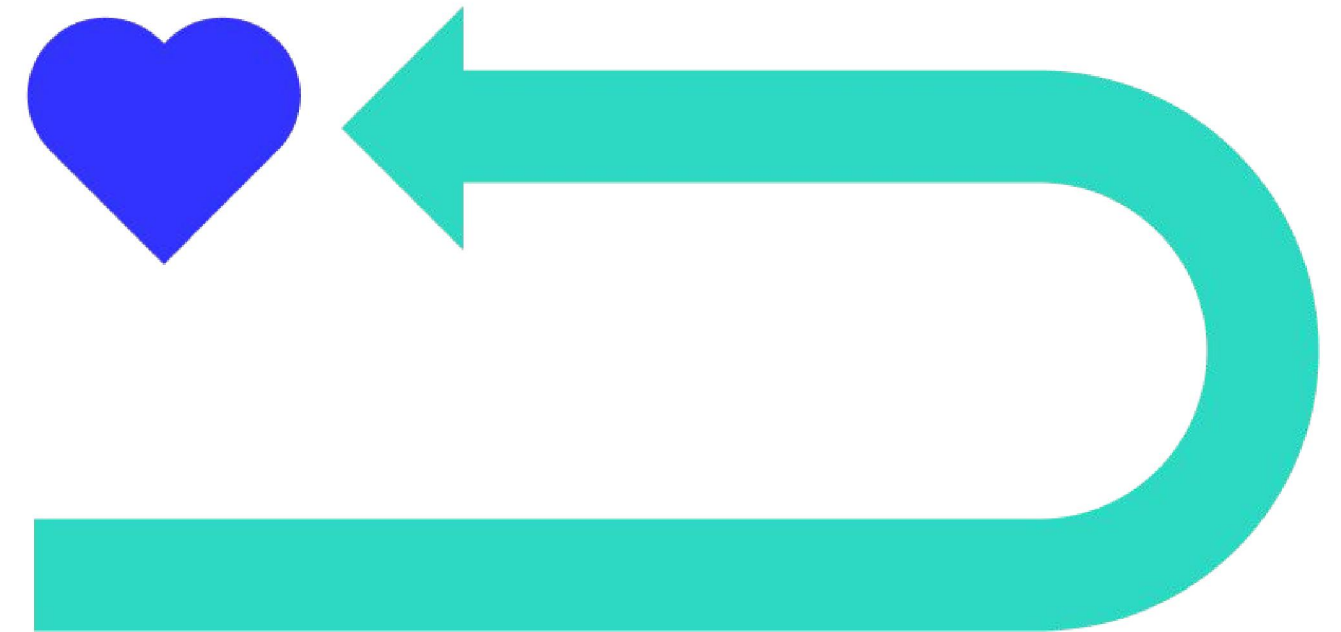


Changes in the customer journey

Today's customer journeys are more complex than ever. With multiple touchpoints and channels, brands need access to a platform that can offer a holistic view of their customers' path to purchase and create media strategies that work.

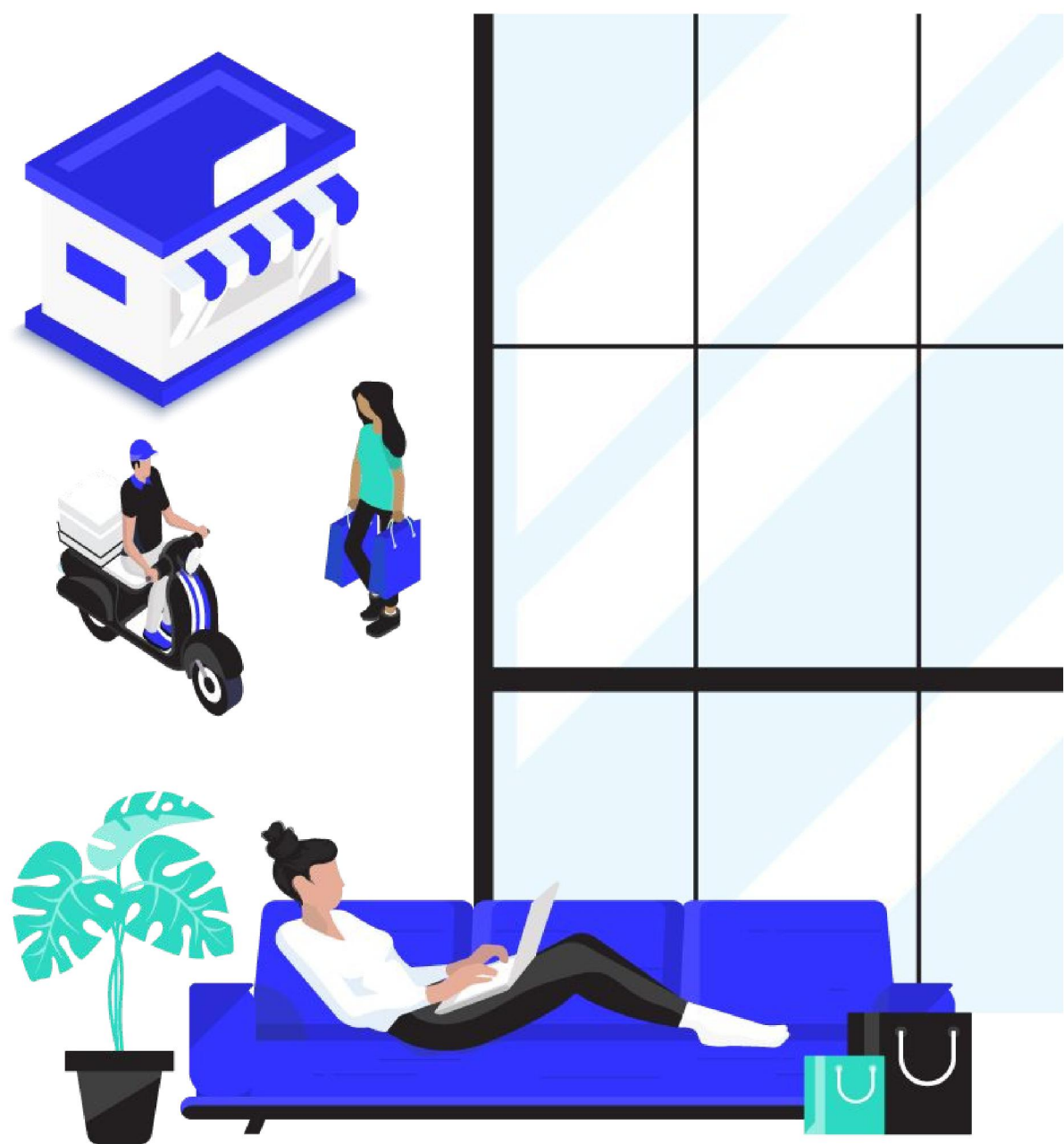
88%

of executives described “a complete and consistent view of their customers across channels and platforms” as essential to their future success.



What is Closed Loop Attribution?

It is a new feature to our core Attribution measurement solution that provides a holistic view of your customers' path to purchase by providing campaign measurement for both online and offline conversion events.



Closed Loop Allows You To:



Tie ad exposure to online and offline conversions.



Leverage Foursquare's sophisticated methodology to measure lift for click-and-collect and digital conversion campaigns.



Understand your customer journey.



Measure online and offline conversions across every channel.



Gain access to all of your media reports in one unified UI and make optimizations in-flight.

Closed Loop Attribution solves for

Closed Loop Attribution allows brands to understand the impact of their advertising in driving newer outcomes in their customer's path to purchase.

Closed Loop Attribution Solves For

Hybrid Conversions

Combine online and offline shopping behaviors.

- Provide a deeper understanding of Click-and-Collect, Curbside pick-up, or a customer's path to purchase.
- Measure store visits after being exposed to media and completing an online conversion event.
- Ideal for advertisers that want to fully understand their customers' path to purchase

Common examples: BOPIS, curbside pick-up, booking appointments online then visiting a store, showrooming (available in H2'22)

Best-suited for:

QSR



Retail



CPG



Online Conversions

Online behaviors that aren't tied to store visits.

- Provide a deeper understanding of online behaviors.
- Measure an online conversion event after being exposed to media and how that may or may not correlate to store visits.
- Ideal for advertisers that want to understand their customers' path to purchase through online conversions.

Common examples: Online orders, loyalty program sign-ups, exposed to a billboard then making an online conversion, app downloads, (available H2'22)

Best-suited for:

QSR



Retail



CPG



Finance



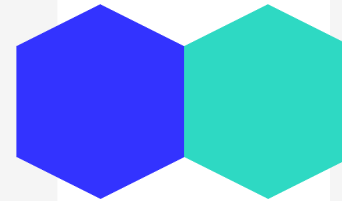
Auto



Requirements and set-up

Criteria Checklist

- What is the **website** or **mobile app** where we can place the FSQ pixel?
- Can you embed the pixel on that website or app 30 days prior the campaign launches?
- What is the measurable online conversion event?
- What is the physical store where we can measure store visits? *(for hybrid conversions)*



Why the 30 days?

In order to generate accurate metrics about the effectiveness of a campaign, we need to measure pre-exposure behavior so we can make a fair comparison for when the campaign is in flight. This applies to both **offline and online** behaviors (but we are always generating baselines for offline behaviors through our always-on visits, so this is less visible). **Pixel needs to be passing data properly to us for 30 days to generate this baseline.**

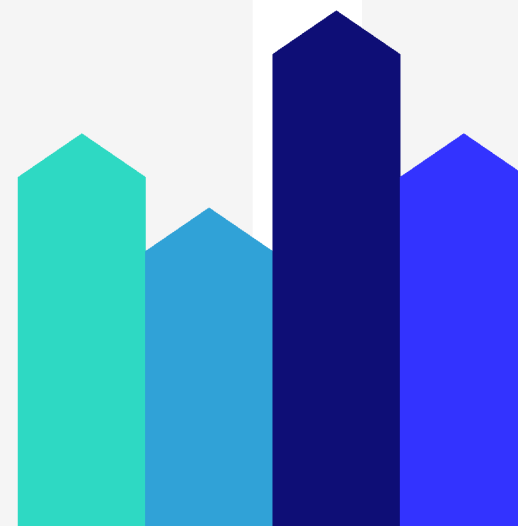
Deliverables

FSQ Will Measure:

- Exposure to an ad prior to the online conversion
- In-store visitation in addition to the online conversion (such as buying online) as long as they are tagged separately
- Lift in conversion type
- Number of conversions
- Cost per conversion
- Conversion rate

Reporting will show:

- Visitation metrics for users exposed to the webpage.
- Overlap cuts showing users who were exposed to the webpage
- Media partner/channel report during the campaign flight as a proxy for what media may have driven the user to the site.



Thank You!

FOURSQUARE EVERYWHERE