**CITY OF JOPLIN**
**COUNCIL AGENDA ITEM**

**ITEM**:

Council Bill No. 2020-612. This Council Bill approves the agreement between Stealth Creative, LLC and the City of Joplin to act as the Print and Digital Media Buyer for the Joplin Convention and Visitors Bureau through the 2023 fiscal year.

**MEETING DATE**:

Monday, November 16, 2020.

**ORIGINATING DEPARTMENT**:

Convention & Visitors Bureau.

**REVIEWED BY**:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

**SUMMARY REQUEST**:

A portion of the CVB's annual budget is dedicated for the placement of advertising, in both print and digital formats, to promote VisitJoplinMo.com and Joplin as a tourism destination. Additional ads are placed in specific trade magazines targeting potential tour and meeting planners whose events are a good match for Joplin.

**BACKGROUND**:

As a media buyer, Stealth Creative, LLC would be responsible for placing the print and digital ads as detailed in the CVBs annual marketing strategy. As a buyer, they purchase space in a greater quantity than the CVB would, so they receive a better rate on these placements. Strategic planning, monitoring performance and market research are also part of the performance measures. No ad is placed without the CVB director's approval and the Joplin CVB owns all marketing content and design.

Following reviews of each bid package the CVB staff determined which presenters to conduct a Zoom meeting with to learn more of the marketing strategy and how compatible they fit. Four were selected. Each of these agencies were given the same set of questions and allowed 40-minutes to present, followed by 2-way Q&A. Following this process, Stealth Creative LLC was selected. CVB staff felt this relationship (local interest & creative support) would best serve the objective of promoting Joplin through the best means and market influence, to achieve the best ROI for the tourism dollars spent. Seven agencies in total bid on this service.

**FUNDING SOURCE**:

Advertising and Promotions is a dedicated portion of the CVB's annual budget.

**RECOMMENDATIONS**:

Convention & Visitors Bureau recommends Council pass this bill on first reading.

**ATTACHMENTS**:

Council Bill No. 2020-612
Media Buyer Agreement
Bid selection forms
RFP-2020-05

# CITY OF JOPLIN, MISSOURI
## FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000



**BID #:** 2020-RFP-05 BID ITEM DESCRIPTION: **Joplin CVB Print & Digital Media Buyer**

**BID OPENING DEADLINE:** July 17, 2020 **DEPARTMENT:** CVB

**REQUISITION NUMBER:** **DATE & TIME OPENED:** July 9, 2020, Noon

**OPENED BY:** Patrick Tuttle **WITNESSED BY:** Donna Miller

| | VENDOR / ADDRESS | DATE RECEIVED | CONTACT / EMAIL | PHONE NUMBER / WEBSITE | VENDOR DEBARRED OR SUSPENDED Y OR N | BID AMOUNT |
|---|---|---|---|---|---|---|
| 1 | **Fullmoon Digital, Inc.**<br>1518 River Wood Ct<br>Simi Valley, CA 93063 | July 6, 2020 | Derek Chew<br>derek@fullmoondigital.com | 818.646.7007<br>https://fullmoondigital.com | | N/A Hourly |
| | EXAMPLE: Rates were confusing and too high. Not selcted for interview. No tourism references. | | | | | |
| 2 | **Bandwagon**<br>612 Gravier Street<br>New Orleans, LA 70130 | July 6, 2020 | Cory Cart, APR<br>cory@yourbandwagon.com | 504.635.3800 x110<br>https://yourbandwagon.com/ | | 11% |
| | EXAMPLE: Selected for Zoom interview. Rate DID NOT include hourly rate for strategy, research and monitoring performance related meetings. Rate DID include travel expenses. Requires CVB to use their marketing research platform. Focused was on tourism but felt CVB would lose creative control. | | | | | |
| 3 | **Lundmark**<br>2345 Grand Blvd.<br>Kansas City, MO 64108 | July 6, 2020 | Russel Sypowicz<br>russell@lundmarkadv.com | 816.842.5236<br>https://lundmarkadvertising.com/ | | 12.50% |
| | EXAMPLE: Percentage was too high. Not selcted for interview. | | | | | |
| 4 | **Techint Labs**<br>900 Bannock Street<br>Denver, CO 80202 | July 8, 2020 | Adam Lee<br>adam@techintlabs | 303.594.4288<br>https://www.techintlabs.com/ | | 12% |
| | EXAMPLE: Selected for Zoom interview. Rate DID NOT include hourly rate for strategy, research and monitoring performance related meetings. Rate DID include travel expenses. Creative fun group. After initial visit to Joplin all support would be through long-distance relationship. No DMO experience, but high-end on the attraction interest. | | | | | |
| 5 | **Elasticity**<br>1008 Locust Street, Ste 300<br>St Louis, MO 63101 | July 9, 2020 | Emily Brown<br>meg@goelastic.com | 404.643.7875<br>https://goelastic.com/ | | 10% |
| | EXAMPLE: Selected for Zoom interview. Rate DID NOT include hourly rate for strategy, research and monitoring performance related meetings. Rate did NOT include travel expenses. Used COJ images in presentation, not CVB. Presentation was not locally focused. | | | | | |

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## FORMAL BID TABULATION FORM
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| | VENDOR / ADDRESS | DATE RECEIVED | CONTACT / EMAIL | PHONE NUMBER / WEBSITE | VENDOR DEBARRED OR SUSPENDED Y OR N | BID AMOUNT |
|---|---|---|---|---|---|---|
| 6 | **Stealth Creative**<br>1027 S. Main Street, Ste 501<br>Joplin, MO 64801 | July 9, 2020 | Cameo Harrington<br>charrington@stealthcreative.com | 417.626.0101<br>http://stealthcreative.com/ | | 12% |
| | EXAMPLE: Selected for Zoom interview. Rate DID include hourly rate for strategy, research and monitoring performance related meetings. NO travel expenses (Joplin-based office). Understands the Joplin regional market. 8-year history of working together (formerly Choice Marketing). | | | | | |
| 7 | **Madden Media**<br>345 East Toole Ave.<br>Tucson, AZ 85701 | July 9, 2020 | Kim Thompson<br>kthompson@maddenmedia.com | 816.873.1276<br>https://maddenmedia.com/ | | 35% |
| | EXAMPLE: Percentage was too high. Not selcted for interview. | | | | | |
| 8 | | | | | | |
| | EXAMPLE: | | | | | |
| 9 | | | | | | |
| | EXAMPLE: | | | | | |
| 10 | | | | | | |
| | EXAMPLE: | | | | | |

CONVENTION AND VISITORS BUREAU

MEDIA BUYER 2021-2023

FINAL SCORING

September 22, 2020

| VENDOR | SCORE | SCORE | SCORE | | TOTAL SCORE | OVERALL SCORE AVG. |
|---|---|---|---|---|---|---|
| Bandwagon | 36 | 35 | 31 | | 102 | 34.00 |
| Techint Labs | 26 | 38 | 31 | | 95 | 31.67 |
| Elasticity | 32 | 37 | 20 | | 89 | 29.67 |
| Stealth Creative | 39 | 33 | 39 | | 111 | 37.00 |




# REQUEST FOR BID PROPOSAL PACKAGE

## #2020-RFP-05

for

## *JOPLIN CVB*
## *PRINT & DIGITAL MEDIA BUYER*

JOPLIN CONVENTION & VISITORS BUREAU
602 S. MAIN STREET
JOPLIN, MO 64801

# NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until NOON, Thursday, July 09, 2020 at the Joplin Convention & Visitors Bureau located at 602 S. Main Street, Joplin, Missouri, 64801 for the following SERVICE:

**Print and Digital Media Buyer for Tourism Marketing**
**for the Joplin Convention & Visitors Bureau**
**annual marketing strategy (FY2021-2023).**

Specifications and bid forms are available from Patrick Tuttle, director of the Joplin Convention & Visitors Bureau by calling 417.625.4789 or by email at ptuttle@joplinmo.org. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, to reject any or all proposals and solicit again later. The City may waive any irregularities in the proposal or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female owned businesses to submit proposals on all City purchases.

Leslie Haase, CPA
Finance Director

***Publication Date: Wednesday, June 10, 2020***

# JOPLIN CVB PRINT & DIGITAL MEDIA BUYER

**Project Description:**

Joplin Convention & Visitors Bureau (JCVB) is seeking a Print and Digital Media BUYER to develop a print and digital media strategy for reaching the travel industry segments of Travel & Leisure, Group Travel, Religious Meetings and Small Meetings for the fiscal years 2021 through 2023, which run November thru October.

The JCVB Print and Digital Media Strategy will be for National and Regional marketing of Joplin, Missouri as a destination. Projected annual print and digital media budget over the life of this agreement is $100,000(+/-) per year.

To assure timeliness in meeting deadlines, the Print and Digital Media Strategy must include, but is not limited to, publication name and publisher, target audience, audience size, lead generation potential, artwork deadline, insertion date, publication date, ad size and campaign/theme. JCVB will have final approval on the Plan's rates, placement and content.

BUYER will place and track ad fulfillment, plus provide invoice auditing, reconciliation and payment.

BUYER will manage advanced marketing on social media accounts (boosting, placing and targeting), to include confines of the State Grant agreements.

BUYER will provide social media, SEO and SEM strategy and analytics.

BUYER will manage the media strategy through to the final insertion.

JCVB will have a series of ads designed within a campaign theme. Our designer will need proper time to prepare the artwork to meet each publication's specifications. BUYER will develop a production timeline.

Invoicing between BUYER and JCVB must be made separately for each purchase during the month of publication. Invoice must clearly show ad cost and buyers percentage. For placement verification a tear-sheet must accompany invoice.

BUYER will also negotiate added value and editorial packages.

**Pricing Scenario**

**Please complete and include this price sheet with your sealed bid**.

Price per ad _____% (percentage of each ad placement)

Agency name: _____

**Proposal Requests (50 point selection):**

Please submit the following:

1. Buyer's percentage on placement or hourly rate, as applicable (20 points)
2. Buyer's experience within the travel industry (10 points)
3. Buyer's experience with digital marketing (10 points)
4. References from within the travel industry (5 points)
5. Buyer's strength in tourism market research and analytics (5 points)

# INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to CONTRACT the following service:

## JOPLIN CVB PRINT & DIGITAL MEDIA BUYER

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.
Minimum information to be submitted with each bid shall consist of the following:

***MARK BID ENVELOPES: "BID 2020-RFP-05, JOPLIN CONVENTION & VISITOR'S BUREAU PRINT & DIGITAL MEDIA BUYER, BY NOON, THURSDAY, JULY 09, 2020"***

Questions concerning the specifications and bidding procedures should be directed to Patrick Tuttle, Joplin CVB at 602 S. Main Street, Joplin, MO, 64801 or by phone 417.625.4789.

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2020 by and between the City of Joplin, Missouri (hereinafter "City"), and Stealth Agency, LLC, a Missouri Limited Liability Company, d/b/a Stealth Creative (hereinafter "Contractor"), and with City and Contractor being referred to collectively as the "parties."

WHEREAS, City desires to retain a professional marketing firm for consulting and marketing services for advertising relating to tourism marketing for the City's Convention and Visitors Bureau; and

WHEREAS, Contractor desires to provide consulting and marketing services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties do hereby agree as follows:

1. Term. The term of this Agreement is effective from October 19, 2020 through October 18, 2023, unless terminated as provided herein.

2. Contractor's Services. Contractor agrees to diligently perform in a professional and workmanlike manner the following services: Request for Bid Proposal Package #2020-RFP-05 for Joplin CVB Print & Digital Media Buyer, attached hereto and incorporated by reference as Exhibit A. Contractor's bid is also attached hereto and incorporated by reference as Exhibit B.

3. Costs and Payment. It is agreed by the parties that Contractor will be compensated for the foregoing services as follows: Approved print purchases will be charged to the client to yield 12% commission to Contractor and digital and/or social media will be charged to client to yield a 20% commission to Contractor. For example, if the net print media buy is $1,000, Contractor shall be paid a fee of $136.36. No expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by City, unless approved by City in writing. Contractor will submit a monthly invoice that City shall pay within thirty (30) days of receipt.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal

Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Contractor.

9. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

10. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

15. Non-Discrimination. In performance of the work covered by this Agreement, Contractor shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

16. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

17. Rights and Benefits. Contractor's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

18. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

19. Termination. Either party may terminate this Agreement, without cause, by giving the other party thirty (30) days' written notice of the same.

20. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR CONTRACTOR

BY: _____
By:
Its: authorized signatory

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
By: Nick Edwards
City Manager

ATTEST: _____
Barbara J. Gollhofer
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

COUNCIL BILL NO. 2020-612 ORDINANCE NO.

AN ORDINANCE approving an Agreement allowing Stealth Creative, LLC to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Agreement governing cooperation between the Stealth Creative, LLC and the City of Joplin, Missouri, for services of placing advertising relating to tourism marketing for Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2020.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM

_____

Peter C. Edwards, City Attorney