



## GRAND COUNTY REQUEST FOR PROPOSALS (RFP)

FOR

### Media Agency

Proposals are due by:

**4:00pm on June 15, 2022**

SEND ONE (1) SEALED COPY OF THE PROPOSAL TO:

Gabriel Woytek  
Grand County Clerk/Auditor  
125 E Center Street  
Moab, UT 84532  
Phone: 435-259-1322

**Email: [gwoytek@grandcountyutah.net](mailto:gwoytek@grandcountyutah.net)**

SEND TECHNICAL INQUIRIES TO:

August Granath  
Director, Grand County Economic Development Department  
84 N 100 E  
Moab, UT 84532  
Phone: 435-259-1370

**Email: [agranath@grandcountyutah.net](mailto:agranath@grandcountyutah.net)**

***IMPORTANT NOTICE TO ALL RESPONDENTS: Grand County reserves the right to: disqualify incomplete solicitations, waive minor defects as it deems applicable in the written solicitations, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all proposals without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Proposals will not be considered for award if received by Grand County after the official closing date and time.***

## **SUMMARY OF REQUEST**

The Grand County Economic Development Department (EDD) is seeking proposals from media agencies to support the execution of its Destination Management Organization (DMO) goals to promote responsible recreation. Key needs include the development of marketing strategy, media planning, and media buying.

### **Background**

Grand County welcomes millions of visitors each year, many of whom come to visit the famous Arches National Park. Every visitor that stays in the Moab area overnight in a hotel, campground, or short term rental pays Transient Room Tax (TRT). A percentage of that Transient Room Tax may be dedicated to “establishing and promoting tourism” where tourism is defined as “an activity to develop, encourage, solicit, or market tourism that attracts transient guests to the county, including planning, development, and advertising.”

Additionally, the Utah Office of Tourism manages a Co-operative Marketing Program (Co-op) that provides grant money to organizations like ours. This program extends the tourism promotion dollars available to our DMO via a 50/50 match while ensuring that our campaigns extend the brand of the state.

The EDD is the Destination Management Organization (DMO) that manages how those TRT and grant funds are spent as directed by the County Commission and in accordance with the advice of the Moab Area Travel Council Advisory Board (TCAB).

In order to accomplish our goals, the EDD dedicates a portion of its tourism promotion budget towards paid advertising. As a result, we need a trusted media agency to support the development of marketing strategy, perform media planning, and execute media buys.

Lastly, as a result of the successful growth of tourism in the Moab area, and out of concern for the potential negative impacts of that growth, the Grand County Commission passed resolution number 3248 on November 4, 2020 that further regulates how those funds are spent. Specifically, “All future Grand County Activities relating to the promotion and establishment of recreation, tourism, and conventions shall ensure that the predominate message or objective is Educational, or promotes and establishes Responsible Recreation”.

In this case, Resolution 3248 defines Responsible Recreation to mean “any recreational activity that strictly adheres to best practices as devised by local, state, or federal authorities to mitigate any detrimental impacts to the natural environment, cultural resources, paleontological resources, roads and trails, other recreational assets, dark skies, flow of traffic, or the tranquility of both natural and residential areas.”

Resolution 3248 defines Educational activity to mean “the promotion and dissemination of information or instruction that encourages Responsible Recreation, or provides natural, historical, paleontological, cultural, or other information that may lead to a more comprehensive understanding of the delicacy of, and importance of maintaining in perpetuity, Grand County's resources.”

It is important to note that we are looking for an agency that is able to help us put together a creative and effective strategy that achieves our goals within a Responsible Recreation and Education framework and with attention to the funds available to us via TRT and the Co-op program and how those monies can be spent.

## **Scope of Work**

### 1) Marketing Strategy

- a. The agency will assist the EDD with the development of an annual marketing strategy informed by Grand County priorities, TCAB advice, Co-op program criteria, and analysis of relevant market data; and
- b. At the sole discretion of the County, the County Commissioners may modify and direct the marketing messaging to align with their priorities.

### 2) Media Planning

- a. Develop an annual media plan based upon the previously described marketing strategy.

### 3) Media Buying

- a. Buy media per the previously described media plan. Prioritize platforms that most effectively achieve our marketing strategy while negotiating the best possible placement and rates;
- b. Ensure that all platforms and messaging adhere to the strategies set forth and authorized by the County;
- c. Manage existing vendor relationships, including billing and contracting; and
- d. Field requests from the sales representatives of potential new vendors.

#### 4) Ongoing Management of Marketing Campaigns

- a. Monitor key performance indicators (KPIs) of marketing campaigns throughout their duration;
- b. Optimize media plan and media buying as necessary based upon insights from marketing campaign KPIs; and
- c. Report final results of campaigns to EDD.

#### 5) Client engagement

- a. Provide consistent communication to EDD staff as needed in order to accomplish the previously described tasks; and
- b. Attend Grand County Commission and TCAB meetings in order to accomplish the previously described tasks.

## **Proposal Requirements**

The following must be included in the proposal and received by the due date for the proposal to be considered complete:

### 1) Firm Background and Narrative

- a. Provide the firm's name, address, and contact person; and
- b. Describe the firm's understanding of the work to be performed and why the firm is uniquely qualified to perform that work. Include any relevant history or credentials of staff.

### 2) Sample of Work

- a. Share at least one example of past work that demonstrates the capabilities of the firm to perform the requested work.

### 3) Cost of services to be provided

- a. A schedule of fees for the various services to be performed

### 4) Signature Page

- a. Public Records Law Form (attached) must be signed by a principal of the business who is authorized to execute the contract. Please include this signed form in the proposal.

## **Selection Criteria**

The following criteria will be used when evaluating the proposals.

- 1) Completeness of Proposal (20 points)
- 2) Qualifications and Expertise of Staff (20 points)
- 3) Demonstrated knowledge to meet the scope of work (20 points)
  - a. Marketing strategy, media planning, and media buying experience (10 points)
  - b. Familiarity with responsible recreation, sustainability and resource preservation (10 points)
- 4) Knowledge of Moab as a Travel Destination (20 points)
- 5) Cost (20 points)

## **Selection Committee**

- 1) Grand County Commission Administrator
- 2) Grand County Clerk/Auditor
- 3) Grand County Economic Development Director
- 4) Grand County Economic Development Marketing Staff
- 5) Moab Area Travel Council Board Chair

Proposals will be considered by a selection committee. After proposal opening, further discussions may be conducted, and revisions of the proposals allowed. There is no express or implied obligation for Grand County to reimburse respondents for any expenses incurred in preparing proposals in response to this request. It is anticipated that the final award of the contracts will be made in the next available duly noticed Commission Meeting.

## **Additional Terms and Conditions**

See Form I and Schedule A, attached hereto.

## **Contract Details**

The selected firm will be awarded an annual contract with an opt-in renewal clause for up to three years.

## **Submittal Instructions**

Send one (1) sealed copy of the proposal via email to the Grand County Clerk/Auditor's office, 125 E Center Street Moab, UT 84532, no later than **4:00 p.m. June 15, 2022**. The sealed envelope must be labeled with the submitter's contact information and labeled "Media Agency Proposal – FIRM NAME". Please replace FIRM NAME with the name of the firm submitting the proposal. Proposals will not be reviewed until after the submission deadline.

Technical inquires may be sent to August Granath [agranath@grandcountyutah.net](mailto:agranath@grandcountyutah.net).

**FORM I**

**Public Records Law**

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

Upon selection of the award, submittals become “public records” and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your proposal package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Commission, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

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

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

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



## SCHEDULE A

### **Requirements/Standards Governing RFP**

**SCOPE:** The following terms and conditions, included in this section shall govern the submission of proposals. Any conflict with the terms and conditions contained in this section shall be controlled by the stricter term or condition. The County reserves the right to reject any proposals, which takes exception to the terms or conditions in this document.

**COMPLETING PROPOSALS:** Proposals must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the respondent. Each proposal must be manually signed in ink by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) proposal. The contents of the proposal submitted by the successful respondent will become part of any contract awarded as a result of this request.

**ADDENDUM:** All changes in connection with this request for proposals will be issued by the County's in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the proposal's response.

**TAX EXEMPT:** Grand County is exempt from federal and state taxes. DO NOT include taxes in the proposal.

**LATE PROPOSALS AND MODIFICATIONS OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the proposal envelope. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the County prior to the proposal submission deadline. After proposal opening no changes in proposal prices or other provisions of proposals prejudicial to the interest of the County or fair competition shall be permitted.

**NEGOTIATION:** The County reserves the right to negotiate each proposal, to the extent permissible under Utah's Procurement Code.

**TIME LIMIT TO EXECUTE CONTRACT:** The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

**CODES AND REGULATIONS:** All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

**ASSIGNMENT OF CONTRACTUAL RIGHTS:** Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

**COLLUSIVE PROPOSALS:** The respondent certifies, by submission of a proposal, that their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the proposals of such respondent void.

**CONFLICT OF INTEREST:** The award hereunder is subject to provisions of Utah State Statutes and Grand County ordinances and policies. All respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

**DISCLAIMER OF LIABILITY:** Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

**HOLD HARMLESS:** The respondent agrees to protect, defend, indemnify, and hold the Grand County, and its officers, council members, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees or representatives, in the performance of the respondent duties under any agreement resulting from award of this proposal. The respondent further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

**ANTI-DISCRIMINATION CLAUSE:** No respondent on this proposal request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

**PUBLIC RECORD:** Grand County is governed by the Governmental Record Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's proposal and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's proposal. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the proposal. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

**INCURRED EXPENSES:** This proposal does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

**NO WAIVER OF FUTURE RIGHTS:** No provision in this document or in the respondent's proposal shall be construed, expressly or by implication, as a waiver by Grand County of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract.

**RFP DISCLAIMER.** Grand County reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.