



**Purchasing Division**  
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**Addendum 3**  
**Solicitation 24-AA07**  
**RFP for Tourism Marketing Services**

This addendum serves to notify all bidders of the following changes to the solicitation documents:

- The following language is added to the RFP.
  - The City of Duluth specifically reserves the right to accept or reject any or all proposals, to negotiate with any qualified source, to cancel in part or in its entirety the Request for Proposal, to waive any requirements, to investigate the qualifications of any proposal, to obtain new proposals, or proceed to have the service provided in any way as necessary to serve the best interests of the City of Duluth.
  - By submitting a proposal, each Bidder understands, represents, and acknowledges that:
    - Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
    - There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
    - It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
    - The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.
- The City's standard Professional Service Agreement is attached to this addendum.
- The Due Date has been updated to Thursday, September 26 at **3:00 pm**.
- The Evaluation Criteria has been broken out more to show the location, background and qualifications sections' point values.

1. Agency location, (10 points for Duluth Area, 5 points for Minnesota based)	10
2. Background	10
3. Qualifications	10
4. Relevant Tourism Marketing Experience	20
5. Proposed plan and budget allocation related to the 9 scope areas, including agency services, creative asset development, paid media, reporting, and website management.	40
6. Client onboarding process	10

## QUESTIONS

The following questions have been asked and are answered in *Italics* below

- Is there a single point of contact at Visit Duluth who will serve as the primary agency contact, or will this be managed by a committee?
  - The proposals will be reviewed by a committee. There will be a single point of contact once the contract is awarded.*
- We are assuming that the two-year contract will begin at execution in October 2024 and run through December 31, 2026, not December 31, 2027, as stated under the TERM OF CONTRACT paragraph. If this is incorrect, please let us know.
  - The contract will be awarded in October 2024. The contract is expected to be fully executed January 1, 2025, and terminate December 31, 2026.*
- Also, the RFP mentions an annual budget of \$3M. Is this for each year of the two-year contract or is it the total budget for the length of the contract?
  - Yes, the annual budget is estimated at up to \$3 million. We are seeking an agency to help us best use our resources to market all facets of tourism. For reference, the award for 2024 was \$1.8 million. As the City finalizes budget allocations for 2025, we will be looking for competitive proposal to lead our efforts. The tourism marketing budget is funded by tourism tax collected during the previous year.*
- Should travel/accommodations costs for hosting media and influencers in Duluth be included in a PR budget or do local Duluth partners (hotels, restaurants, conference organizers, etc. help defray these costs through complimentary accommodations?
  - All costs should be included in your budget proposal.*
- Should the campaign be exclusively U.S.-based., or should it also target Canada?
  - There is no limitation to the geographic scope of the campaign.*
- Is it likely that the new agency will be asked to use the current creative positioning of “Love It Like We Do” or are you interested in new creative campaign ideas?
  - We are open to the best approach to market Duluth as a tourist destination.*
- Could we request an extension to the submission deadline?

- a. The submission deadline has been extended to September 26, 2024.*
8. Could we request an electronic submission in light of the lifting of all delivery guarantees from all the courier companies?
- a. To be considered, sealed hard copies, along with a flash drive in a Microsoft Office-compatible or .pdf format of the proposal, must be received by the purchasing office located at 411 West 1st Street, Room 120, Duluth, MN 55802 no later than 3:00 p.m. September 26, 2024.*
9. Do you have an incumbent and would they be participating in this RFP?
- a. There is an incumbent. They indicated they would be participating.*
10. Could you let us know if you have a local preference or are you open to a Canadian agency that has done similar work with clients across the United States, with some currently being the States of California, Colorado and Wyoming?
- a. We are accepting proposals from all agencies interested in marketing tourism in Duluth, MN. Additional points will be awarded to local agencies.*
11. Can you confirm the marketing website URL, is it <https://visitduluth.com/?/>?
- a. Yes, confirmed. This is our tourism URL.*
12. Your website is on WordPress, are you looking for someone to redesign and rebuild it from the ground up, or only to maintain and update the current version?
- a. Update and maintenance only.*
13. Does your website have an existing SEO plan?
- a. Yes.*
14. Are you able to provide read-only access to your current Google Analytics to [admin@padilla.digital](mailto:admin@padilla.digital) so we can understand the current traffic volume, issues, and opportunities?
- a. We will provide access after contracts have been signed.*
15. Do you have accessibility requirements for the website?
- a. Yes. The City of Duluth currently owns the domain. State and Local Governments are required to adhere to the Web Content Accessibility Guidelines (WCAG)2.1, Level AA for websites and mobile apps. The deadline for compliance and maintenance is no later than April 24, 2026.*
16. Do you have security requirements for the website?
- a. We expect the agency to be fluent in best practices to adhere to industry standards.*
17. Who is developing the Destination Development Plan and how will it help to shape marketing experience?
- a. The contract has not been awarded. This destination development plan is still in the early stages but will be essential in shaping Duluth's tourism landscape.*
18. Do you have a list of “must have” marketing materials/items.
- a. No.*
19. Are printing costs part of the overall budget (specifically the visitor guide)? If so, what are the average printing quantities annually.
- a. All costs should be included in the budget proposal, please include quantities when appropriate.*
20. Are there markets/cities that you want to specifically target?

- a. Our goal is to increase tourism and attract conventions in the City of Duluth. We are open to recommendations for target areas and audiences.*
21. Who is the current incumbent, and is there a desire to change agencies?
- a. Both Belmont Partners and Lawrence and Schiller: Marketing and Advertising Agencies hold the current contract. The contract is up for renewal. We are seeking the most qualified agency to market tourism in Duluth, MN.*
22. How important is it that the agency is located within the state, and what weight will that carry in the scoring (the current criteria combine location with background and qualifications)?
- a. Up to 10 points will be awarded to local agencies responding to the RFP. Additional information on the evaluation criteria may be found on page 6 of the RFP.*
23. Do you currently use a single agency for all services (creative, media, PR, and social)?
- a. No. Belmont Partners and Lawrence and Schiller: Marketing and Advertising Agencies both hold the current contract.*
24. What is the driving factor for this future marketing vision? Has recent tourism performance been below expectations?
- a. The destination development plan will help guide the future marketing vision. Tourism tax revenues YTD are 3.8 % above budget.*
25. Are there any pre-committed media or staff investments that need to be considered when allocating the \$3 million budget?
- a. Media commitments in 2025 are minimal. For reference the award for 2024 was \$1.8 million. As the City finalizes budget allocations for 2025, we will be looking for competitive proposal to lead our efforts. The tourism marketing budget is funded by tourism tax collected during the previous year.*
26. Can you share the total currently allocated to paid media (excluding creative, PR, or social media services)?
- a. We would prefer to hear your approach to best allocate our budget.*
27. Can you share the frequency and format of reporting you currently receive?
- a. Monthly check ins and quarterly reports are presented over Teams. A copy of the presentation is then emailed to staff.*
28. What is the structure of the Visit Duluth staff with whom the agency would work directly? Are approvals routed directly to this team? Does the agency also work with City officials?
- a. A board of directors oversees the Visit Duluth staff. There will be a transition period supported by both City and Visit Duluth staff while the DMO restructures.*
29. Will technical maintenance of the website be part of the scope, or will it only cover strategy and content?
- a. Yes, it is our preference that maintenance be included in the scope of work.*
30. What KPIs have defined the success of paid digital media campaigns? If multiple KPIs are used, please rank them in order of importance.
- a. We would like your recommendations for measurements to prove tourism has increased year over year. Additional resources can be found here: <https://visitduluth.com/industry-relations/visit-duluth-materials/>*
31. Are there any specific geographic or feeder markets that should be focused on (in-season vs. shoulder season)?

- a. *We are open to recommendations for the best target markets for both in season and shoulder season.*
32. Do you have any audience personas or past data that can help inform targeting?
- a. *The current agency has defined target audiences. We would like to hear your recommendations for defining target audiences. (?) Additional resources can be found here: <https://visitduluth.com/industry-relations/visit-duluth-materials/>*
33. Are there any lessons learned from previous campaigns, such as what didn't work well?
- a. *No.*
34. Are there any specific competitors you'd like to benchmark against?
- a. *No.*
35. Will there be any collaborations with other partners or stakeholders, such as airlines, hotels, or local attractions?
- a. *There will not be inherited partnerships. We are open to those strategies.*
36. Will the scope of work include ad operations and tracking setup, or is an internal team member responsible for managing these tasks?
- a. *Those tactics should be included in the scope of work.*
37. What is the target completion date for the forthcoming Destination Development Plan?
- a. *TBD*
38. Which of the following are to be included in the marketing budget allocation? a. Convention marketing b. Event marketing c. Brand marketing for Duluth Or will the DECC continue their own efforts with those events/conventions not being included in this?
- a. *Campaign and strategic marketing work should holistically capture all facets of a Duluth travel experience including, art, culture and history, events, conferences and conventions, sports and recreation, and our natural environment.*
39. Could you provide further details on partnerships with local BIPOC communities and cultural groups?
- a. *There are no existing partnerships to be inherited.*
40. Will the previous strategic plan and results by tactic be shared?
- a. *Relevant information will be shared with the agency awarded the contract.*
41. Who are the current primary audiences for Duluth's tourism marketing?
- a. *Audience information may be reviewed here: [https://visitduluth.com/wp-content/uploads/2022/08/DLTH22\\_IndustryHandout\\_8.5x11\\_FINAL.pdf](https://visitduluth.com/wp-content/uploads/2022/08/DLTH22_IndustryHandout_8.5x11_FINAL.pdf)*
42. Are there any emerging audiences (demographics, psychographics) that you want to focus on more intensively in future campaigns?
- a. *We expect the agency to provide those insights and opportunities. Additional resources can be found here: <https://visitduluth.com/industry-relations/visit-duluth-materials/>*
43. What kind of data do you have available for your current audience groups?
- a. *Our audience data may be reviewed here: [https://visitduluth.com/wp-content/uploads/2022/08/DLTH22\\_IndustryHandout\\_8.5x11\\_FINAL.pdf](https://visitduluth.com/wp-content/uploads/2022/08/DLTH22_IndustryHandout_8.5x11_FINAL.pdf)*
44. Can you rank by most important to least, the type(s) of traveler that you're trying to attract? Business? Leisure? Destination wedding, etc?
- a. *Campaign and strategic marketing work should holistically capture all facets of a*

*Duluth travel experience including, art, culture and history, events, conferences and conventions, sports and recreation, and our natural environment.*

45. What CMS are you operating in? Our initial discovery shows WordPress, but we would like confirmation. a. If WordPress, is it a custom site or WordPress theme site, or other?  
*a. Our site is a custom WordPress site.*
46. Can you confirm this is the correct URL? <https://visitduluth.com/>  
*a. Yes. That is the correct URL.*
47. Can you provide an estimated number of hours used each month to update this content  
*a. No.*
48. Website management and video/photography use the word “assist” rather than develop – can you elaborate on that relationship and the agency’s specific role?  
*a. The agency is responsible for content. That may include hiring a third-party vendor, purchasing stock images, creating images in house or working with existing content.*
49. Who would we be working with on those tactics? (The City? Another vendor?) a. It seems like the agency’s role would be to review content, make recommendations for improvement. Can you confirm that's the case?  
*a. The agency will be expected to execute their recommendations as well. The agency will work with a transition team while the DMO, Visit Duluth, restructures.*
50. What are the primary goals for your paid media campaign?  
*a. We are looking for a strategic and creative agency to increase tourism by generating increased awareness and demand. Innovative marketing strategies focused on tourism should drive economic benefits for the community and foster a travel economy that supports the other economic drivers of our city.*
51. What will KPIs look like?  
*a. We want to hear how you will determine the success of your tactics. Ultimately the goal is to increase the amount of tourism tax collected annually.*
52. As it stands today, what geography will we be targeting?  
*a. We will rely on your target audience recommendations and strategies for attracting tourists to our city. Additional resources can be found here: <https://visitduluth.com/industry-relations/visit-duluth-materials/>*
53. Do you currently have a PR strategy?  
*a. Yes.*
54. A PR crisis plan?  
*a. Not for tourism.*
55. How many press releases/media alerts were distributed last year?  
*a. We are open to your recommendations for an editorial calendar and media engagement.*
56. Can you share examples of past earned media successes?  
*a. We are interested in your examples of successful earned media campaigns.*
57. Are you currently leveraging any influencer(s)?  
*a. Yes.*
58. Is there a current plan for blog writing?  
*a. Yes.*

59. If so, how many blogs are scheduled within a year?
- a. We are interested in your recommendations on the frequency and quantity of blog posts.*
60. Do you use any specific tools for PR tracking and measurement?
- a. The agency has specific tools for PR tracking and measurement. We are interested in your approach.*
61. What key KPIs have been most important in measuring the success of your social media and PR efforts
- a. Past campaign performance may be viewed here:  
<https://visitduluth.com/industry-relations/visit-duluth-materials/>*
62. How do you currently track ROI on campaigns, and what would you like to see improved?
- a. We receive campaign and quarterly reports. We also have access to a dashboard provided by the agency which they update weekly. We are interested in hearing your approach for tracking ROI on campaigns.*
63. How do you currently plan and create content for social media?
- a. We are interested in your approach and strategy for social media planning.*
64. How do you ensure consistency between your social media content and PR messaging
- a. We are interested in your approach to maintaining consistency between social media content and public relations messaging.*
65. What do you consider your biggest challenges right now with your organic social media and public relations efforts?
- a. Those are areas of strength. We would like to hear your approach and opportunities to improve those efforts.*
66. Do you currently have A document social media strategy?
- a. Yes*
67. Do you currently have a social media community management guide?
- a. yes*
68. What tools or platforms do you currently use for social media management and analytics?
- a. Please include the tools and platforms you will use for social media management and analytics in your response*
69. What is the size and structure of your PR and social media teams.
- a. Those teams are housed within the agency holding the contract.*
70. How do they interact with each other and with outside vendors?
- a. Please share your approach for managing these relationships.*
71. Does the budget you have provided include the media spend?
- a. Yes*
72. Validating responsibility for hosting the website and back-end development is with the City of Duluth.
- a. Yes, currently the City of Duluth owns the domain and is responsible for hosting. The agency awarded the contract will be given access to maintain the site.*
73. How is your web support currently staffed? Is your preference for the agency to oversee all aspects of the website, including posting content in the CMS?
- a. Yes. Our preference is for the agency to be responsible for all aspects of the*



*website.*

74. Regarding the build upon SEO optimization of existing content in 4. Website Management - are you seeking a full review/audit for content and technical search optimization as a component of the RFP?

*a. That is not required but it is welcome. We would like to see your approach and your processes for SEO optimization.*

75. In the Website Management portion of the RFP, you mention content planning. Validating this includes editorial planning, creation and execution of blog post content and other critical content (the annual visitor guide for example).

*a. Yes*

76. As part of this RFP, who will sell and invoice the advertising in your destination guide

*a. The Destination Management Organization.*

77. Our core competency is not in earned media. Would your preference be for our agency to bring in a partner with whom we work, or would you prefer to hire a PR firm that you would work with directly?

*a. Please include your partner agency and their competencies in your response.*

78. Would you be willing to provide your existing media plan to everyone participating in this RFP?

*a. No. Please provide your own strategy for paid and earned media.*

79. Knowing agency location is a large piece of scoring, how much weight will be given to that, and is there a preferred radius or geographic area for a partner to be located?

*a. The scoring criteria has been broken out to explain the point values more. Location will be worth 10 points total. Agencies from the Duluth area will receive 10 points, and agencies in Minnesota will receive 5 for this section.*

80. From the working group's perspective, what areas of success or improvement has Duluth seen with past efforts? What challenges has Duluth seen with recent efforts?

*a. Duluth has successfully refreshed its tourism brand, enhancing the city's appeal to a broader audience. This updated positioning aligns with current market trends and visitor preferences, making the city more competitive as a leisure destination. Additional findings from the working group:  
<https://duluthmn.gov/mayor/tourism-working-group/>*

81. Do you have existing persona profiles, data, or information on your target audiences?

*a. Yes. Additional resources can be found here: <https://visitduluth.com/industry-relations/visit-duluth-materials/>*

82. In what areas are you looking to expand your existing profiles? What's driving that need?

*a. We would like to see an increase in sales for conferences and events. This was not an area of focus outlined in the current contract.*

83. What are your biggest challenges in driving tourism to Duluth?

*a. The Tourism Marketing Working Group identified challenges in their report:  
<https://duluthmn.gov/mayor/tourism-working-group/>*

84. We know the priority is to drive shoulder season tourism. Are there any times of year you/your constituents do not want to drive tourism?

*a. No.*



85. What does success look like (objectively and KPI-based)
- a. We want to hear how you will determine the success of your tactics. Ultimately the goal of the campaign is to increase the amount of tourism tax collected annually.*
86. How do you expect this to evolve with the move to a DMO?
- a. The Tourism Marketing Working Group identified this in their report: <https://duluthmn.gov/mayor/tourism-working-group/>*
87. What percentage of tourists to Duluth come from in-state vs. out-of-state, and which states (or provinces) are they typically coming from?
- a. We do not have a mechanism for measuring visits to our area based on geography.*
88. How many tourists fly directly to Duluth?
- a. We do not have a mechanism for measuring tourism passengers on flights v other types of air passengers.*
89. How many road trip (or drive up after flights to MSP)?
- a. We do not have a mechanism for measuring the reason for in-bound road traffic.*
90. Who are your/Visit Duluth's stakeholders?
- a. We view the stakeholders of tourism as traditional stakeholders (Convention Center, venues, hotels, restaurants, retail, attractions, etc.) but also see residents and economic development as stakeholders to tourism as well.*
91. How, if at all, do you expect this to evolve as you move to a DMO?
- a. The evolution of DMO will be guided by the destination development plan, governance study and board of directors.*
92. How does sustainability factor into Visit Duluth's decision making?
- a. The Tourism Marketing Working Group has recommended a ten-year operating contract between the City of Duluth and the DMO to ensure continuity in destination marketing, sales and oversight.*
93. How do locals react to active marketing of the destination?
- a. Overall Duluthians are proud of their City and welcoming to visitors. It is our hope that those visitors will eventually become residents.*
94. Do local constituents have other concerns?
- a. Low housing inventory is a concern for Duluthians. Increase in vacation rentals has further decreased housing options. Public safety and homeless encampments are also a concern.*
95. What do you value most in an agency partner?
- a. Strategic and innovative, consistency in measured results, collaboration and partnerships.*
96. What has worked best with prior agency relationships?
- a. Not applicable.*
97. What challenges have you had with prior agencies?
- a. Not applicable.*
98. Tourism Tax Revenue is at an all-time high and Hotel Indicators are extremely strong. Why are you issuing this RFP?
- a. The current contract ends December 31, 2024. This review and request are part of our due diligence for an open and fair vetting process.*

99. How many agencies are participating in this RFP?  
*a. We won't know until the submission closes on September 26, 2024.*
100. How many do you anticipate advancing to the presentation/interview round?  
*a. We won't know until the submission closes on September 26, 2024.*
101. When it comes to Video and Photography + Social Media workstreams, what role do you anticipate the agency taking (or not taking) to support these efforts?  
*a. They should take the lead and include these tactics in their scope of work.*
102. Are there additional internal/external resources that will support?  
*a. The DMO and transition team will be available to support the agency in a consultation capacity.*
103. There's a note about a standard City professional service agreement in the RFP, however, this does not look to be included as an attachment. Might you be able to share this?  
*a. The agreement is included in the addendum and in this link: <https://duluthmn.gov/purchasing/forms/>*
104. Can you explain this statement in better detail: "The structure and focus of this contract will serve as a **transitional bridge** between the existing destination marketing model and a reimaged, future-oriented framework."  
*a. The development of a long-term destination marketing model will be guided by the results of a governance study, which is designed to align with the strategic goals set forth in a Destination Development Plan.*
105. Will there be a new DMO after the 2-year transitional period  
*a. The DMO has two years to restructure as determined by the governance study referenced above. The DMO will hold the contract after the two-year transition period.*
106. Is a future DMO going to be structured similarly to Visit Duluth prior to Bellmont Partners taking over?  
*a. It is anticipated the DMO structure will align with industry standards across the U.S. A 10 -year operating agreement between the City of Duluth and the DMO will be in place to ensure continuity and stability as the new initiatives are put into place.*
107. Will the contract then be terminated for the marketing/creative agency, or is it your intention to continue to work with a marketing agency after the two-year period?  
*a. The contract will be up for renewal. Moving forward contracts will be awarded through an RFP process for a three-year term.*
108. Is the two-year marketing contract renewable?  
*a. No, the contract will go out for RFP again in two years.*
109. Will the selected marketing agency participate in the creation of the forthcoming destination development plan?  
*a. Possibly.*
110. Will there be a governing board of directors for the transition period?  
*a. Yes*
111. How much of the budget will be allocated to the selected marketing agency?  
*a. As the City finalizes budget allocations for 2025, we will be looking for*

*competitive proposal to lead our efforts. For reference, the award for 2024 was \$1.8 million.*

112. How did Bellmont Partners determine the Target Audience Mapping?

*a. Their process is their intellectual property.*

113. Did they do focus groups or what kind of research exists?

*a. Research was conducted but the details and strategy are their intellectual property.*

114. Will the new agency have access to all research, plans, reports, creative assets (including raw assets), social and Google accounts, etc.?

*a. Yes*

115. Who ultimately owns the work completed by Bellmont Partners?

*a. The City of Duluth*

116. Is the agency allowed to make adjustments/updates to the brand

*a. Yes*

117. Can the new agency partner with subcontractors and do they have to be local?

*a. Yes, they may partner with subcontractors. Preference will be given to local respondents.*

118. Who is **not eligible** to serve as Duluth's Tourism marketing agency?

*a. The evaluation criteria are outlined on page 6 of the RFP. All eligible agencies are invited to respond.*

119. Do you envision in-person interviews in Duluth, or would these take place via videoconference (Zoom, Google Meet, etc.)?

*a. Accommodations will be made for interviews via videoconference upon request.*

120. Is there a local preference for firms in Minnesota/the Midwest?

*a. Yes*

121. As the Destination Marketing Organization (DMO) model evolves, what is the planned reporting relationship for this contract? Is it expected that the agency will collaborate with stakeholders from the City, Visit Duluth and the steering committee? Or will the selected agency report directly to Visit Duluth?

*a. Following the transition period, the agency will report to the DMO.*

122. Given the experience of the last two years, are there any reflections on best practices for maintaining clear and effective communication with the City, Visit Duluth, and the steering committee to quickly address any shifts in strategy or focus, ensuring that all stakeholders remain aligned and agile throughout the DMO's development?

*a. The process in place may no longer be relevant moving forward. Respondents should consider this a fresh start and share their approach for clear and effective communication.*

123. Regarding budget approximating, it appears the tourism distributions to Visit Duluth and the marketing firms, combined, for FY23 totaled \$2.2MM. The RFP projects an increase to \$3MM annually. Is the expectation that the selected firm(s) and Visit Duluth will share the projected distribution equitably, and with the same ratios as before?

*a. We are seeking an agency to help us best use our resources to market all facets of tourism. For reference, the award for 2024 was \$1.8 million. As the City finalizes budget allocations for 2025, we will be looking for competitive proposal to lead*

*our efforts. The tourism marketing budget is funded by tourism tax collected during the previous year.*

124. When are your peak, off and shoulder seasons?

*a. Seasons can vary depending on the market segment. Weather can influence +/- each season.*

125. For website management, are you looking for an agency to update the site or just make strategic recommendations that someone on your team will implement?

*a. We expect the agency to update the website.*

126. For video and photography, will the selected agency be responsible for capturing those assets on-site or simply editing assets captured by your local team?

*a. The agency is responsible for capturing assets and editing.*

127. What percentage of the \$3 million marketing budget will be dedicated towards paid ad spend and agency management of those marketing campaigns listed in the RFP?

*a. We would like to see your strategy for the budget breakdown. For reference, the award for 2024 was \$1.8 million. As the City finalizes budget allocations for 2025, we will be looking for competitive proposal to lead our efforts. The tourism marketing budget is funded by tourism tax collected during the previous year.*

128. We respectfully request the following information for Aug. 1, 2023, to Aug. 30, 2024. ●

Strategy and tactics: ○ Overall city tourism marketing strategy ○ Tactics, including expenditures for each: ■ Influencers ■ Paid online media ■ All other paid media (TV, radio, print, billboards, etc.) ■ Social media ■ Use of Visit Duluth ■ Organic search/SEO ■ Creative collateral ■ Any other channels deployed ● KPIs for each channel and how individual expenditures were directly tied or correlated to small, medium-size and large (tourism tax receipts, for example) revenue data ● List of influencers used, costs and outputs for each ● Examples of the city's current dashboards developed and used by agency partners ● Temporary access credentials using this submission form for: ○ Visit Duluth's Google Analytics ○ Google Search Console ○ Paid media accounts ■ Google/YouTube ■ Bing ■ Facebook/Facebook Business/Instagram ■ X/Twitter ■ TikTok ■ LinkedIn ■ Pinterest ■ Reddit ■ Vimeo ● List of URLs for any landing pages created for paid media campaigns ● Structure of the current agency partner's account services team ●

*a. Relevant information will be shared with the agency awarded the contract.*

129. Who will be involved in the evaluation process?

*a. A review panel will be seated to include representatives from a variety of industries, including marketing, business and finance.*

130. Does the city envision splitting marketing responsibilities among several agencies?

*a. Agencies are welcome to work together and submit a joint response to our request for proposals.*

Please acknowledge receipt of this Addendum by including a copy of it with your proposal. The pages included will not count toward any page limitation, if any, identified in the RFP.

Posted: **September 19, 2024**

**AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN**

Click or tap here to enter text.

**AND  
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as City, and Click or tap here to enter text. located at Click or tap here to enter text., hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for Click or tap here to enter text., (the “Project”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a proposal to provide services for the Project (the “Proposal”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant’s professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide services related to the Project as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services at the direction of the Click or tap here to enter text. (“Click or tap here to enter text.”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Project and Services shall not exceed the sum of Click or tap here to enter text. Dollars (\$Click or tap here to enter text.) inclusive of all travel and other expenses associated with the Project, payable from Fund Click or tap here to enter text.. All invoices for services rendered shall be submitted monthly to the attention of the Click or tap here to enter text.. Payment of expenses is subject to the City’s receipt of reasonable substantiation/back-up supporting such expenses.

### III. General Terms and Conditions

#### 1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

#### 2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be [Click or tap here to enter text.](#) (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

#### 3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent, non-privileged information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for

City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of



the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by [Click or tap here to enter text.](#), unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall

be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third-party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Service Provider or that of its agents, employees, or contractors. The obligations

shall include, but not be limited to, the obligations to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Service Provider or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Consultant arise out of or relate to the services in this Agreement or Service Provider's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Consultant. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. This Section shall survive the termination of this Agreement for any reason. Consultant shall not have the obligation to indemnify the City for its intentional, willful or wanton acts. **The Consultant understands this provision may affect its rights and may shift liability.**

8. **Insurance**

- a. Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.
  - i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
  - ii. Commercial General Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provisions may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
  - iii. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, Consultant hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage; and in the event of any change, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the

provisions of this this paragraph which will provide unbroken protection to the City, or in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

iv. **City of Duluth shall be named as Additional Insured** under the Commercial General Liability and Automobile Liability. Consultant shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the provisions of the underlying insurance policy included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities.

- b. Certificates showing Consultant is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- c. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Consultant.
- d. The certificates shall provide that the policies shall not be cancelled during the lift of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.
- e. Except as provided for in Section 8.a.iv above, Consultant hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section 8 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 8 of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification

of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

**City:** City of Duluth  
411 W First Street  
City Hall Room Click or tap here to enter text.  
Duluth MN 55802  
Attn: Click or tap here to enter text.

**Consultant:** Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.  
Attn: Click or tap here to enter text.

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City

with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same

instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

*[Remainder of this page intentionally left blank. Signature page to follow.]*

TEMPLATE



IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

**CITY OF DULUTH-Client**

Click or tap here to enter text.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Attest:

Its: \_\_\_\_\_  
Title of Representative

By: \_\_\_\_\_  
City Clerk

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

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to Form:

\_\_\_\_\_  
City Attorney