



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		11/08/10		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): <b>Bev Rogers ext. 7376</b>				
<b>CAPTION</b>				
RFQ No. 2010-138-B for a one (1) year contract with six (6) optional one year renewals for the purchase of Advertising Agency services for the Plano Convention and Visitors Bureau toThe Atkins Group in the amount of \$457,666 and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>10/11</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	584,089	0	<b>584,089</b>
Encumbered/Expended Amount	0	-95,978	0	<b>-95,978</b>
This Item	0	-457,666	0	<b>-457,666</b>
BALANCE	0	30,445	0	<b>30,445</b>
<b>FUND(S):     CONVENTION &amp; TOURISM FUND</b>				
<p><b>COMMENTS:</b> Funds are available to enter into an agreement with The Atkins Group to provide for advertising promoting tourism to Plano. In addition to agency fees The Atkins Group, with approval from the Plano Convention &amp; Visitors Bureau, will assume responsibility for placing advertisements in a variety of media venues with the CVB's current advertising budget.</p> <p><b>STRATEGIC PLAN GOAL:</b> Partnering with an established Advertising Agency to maximize the reach of marketing for Plano destinations relates to the City's goal of a "Financially Strong City with Service Excellence" and a "Strong Local Economy."</p>				
<b>SUMMARY OF ITEM</b>				
The Plano Convention and Visitors Bureau staff recommends the purchase of Advertising Agency service from The Atkins Group in the estimated annual amount of \$457,666.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum				
RFQ Recap				
Contract				



PLANO

convention & visitors bureau

## MEMORANDUM

**Date:** October 18, 2010  
**To:** Bev Rogers, Purchasing Department  
**From:** Mark Thompson, Manager Plano CVB  
**Subject:** Award Recommendation Advertising Agreement for CVB

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It is the recommendation of the Convention and Visitors Bureau to award the new **2010-11 Advertising Agency Agreement** to *The Atkins Group*. *The Atkins Group* has gone through the RFQ process with the CVB and after being reviewed by both staff and members of the hospitality industry, it was unanimously decided that they out of those responding to the RFQ, would be the best fit for the Plano CVB. Their hospitality background, understanding of the tourism industry and creativity made them stand head and shoulders above the other candidates responding to the RFQ.

As shown in the RFQ re-cap, *The Atkins Group* received the highest marks in all categories. Total annual amount awarded for this agreement is \$457,666, which includes agency fees and media placements in the various media venues including, print, radio, TV, outdoor, and online.

Please review and begin the necessary steps to award this contract to *The Atkins Group*.

Attachments:  
RFQ Recap

# CITY OF PLANO

## RFQ NO. 2010-138-B FOR ADVERTISING AGENCY (CVB) RFQ RECAP

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**RFQ opening Date/Time:** June 15, 2010 @ 3:00 PM

**Number of Vendors Notified:** 2,127

**Vendors Submitting "No Bids":** 0

**Number of Proposals Submitted:** 11

<b><u>Number of Short List Participants:</u></b>	<b><u>Total Weighted Score</u></b>
Atkins International LLC dba The Atkins Group	4.80
Numantra LP	3.58
PGC Creative	2.80
Allyn Media, LLC	2.63
Z Group Communications, Inc.	2.42

**Proposals Evaluated Non-Responsive to Specification:** 0

**Recommended Vendor(s):**

Atkins International LLC dba The Atkins Group

*Bev Rogers*

June 15, 2010

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Bev Rogers, Buyer

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Date



501 Soledad  
San Antonio Texas 78205  
P 210.444.2500 F 210.TAG.TEAM

[www.theatkinsgroup.com](http://www.theatkinsgroup.com)

Letter of Agreement  
Between  
Plano Convention & Visitors Bureau  
and  
The Atkins Group

The Atkins Group (referred to as "we") hereby agrees to serve as marketing communications agency for the Plano Convention and Visitors Bureau (referred to as "you" or "the Client") in accordance with and subject to the following terms:

1. During the term of this agreement we shall be the primary company charged with the responsibility of preparing and placing advertising/marketing communications for the Plano Convention and Visitors Bureau with the only exception being direct placement by the Client. Client agrees to forward copies of such to the Agency for integrated record keeping.
2. We shall perform the following services in connection with the planning, preparing and placing of advertising/community outreach/promotions and other marketing communications:
  - a. Study your products or services;
  - b. Analyze your current and potential markets and targets;
  - c. Create, prepare and submit to you for your approval, a strategic marketing program, including advertising, community relations and other communication products;
  - d. Employ on your behalf, our knowledge of available media and means that can be effectively used to advertise your products or services;
  - e. Prepare and submit to you for advance approval, estimates of costs for the recommended advertising/community outreach programs;
  - f. Write, design, illustrate or otherwise prepare your advertisements, including commercials to be broadcast, or other appropriate forms of your message;
  - g. Order the space, time or other means to be used for your advertisements, endeavoring to secure the most advantageous rates available;
  - h. Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the order;

3. The basis of our compensation will be as follows:

- 1) We will provide the stewardship of this account for a fee of \$3,500 per month. This fee will provide a base of 30 hours of account leadership, supervision and day to day management by Steve Atkins, Jayme LeGros and Gabriella Flores, and includes time consumed for regularly scheduled meetings and phone conferences to manage the implementation of the marketing communications plan. Any account service hours utilized beyond the 30 hours of account service stipulated in the monthly account service fee will be billed at our normal hourly rates and submitted in the form of a written estimate prior to services being rendered. Travel necessary for in person client meetings will be billed in accordance with the terms in Paragraph 3(6).
- 2) Monthly billing, outside of account service, will reflect hours utilized based on the scope of work as determined with the client. All time related to creating and producing your communication materials is estimated and billed at the following rates:
  - a) Strategic Planning
    - i) Steve Atkins, Principal - \$225 per hour
  - b) Account Supervision
    - i) Steve Atkins, Principal - \$195 per hour
    - ii) Terri Angelico, Senior Account Supervisor - \$150 per hour
  - c) Account Executive
    - i) Jayme LeGros, Account Manager - \$150 per hour
    - ii) Gabriella Flores, Senior Account Coordinator - \$125 per hour
  - d) Concept/Design
    - i) Dirk Mitchell, Creative Director - \$185 per hour
    - ii) James Howe, Creative Director - \$185 per hour
  - e) Copywriting
    - i) Dirk Mitchell, Creative Director - \$165 per hour
  - f) Senior Art Director
    - i) James Howe, Art Director - \$165 per hour
  - g) Production Art, Traffic, Account Coordination - \$95 per hour
    - i) Steve Young, Production Artist
    - ii) Kay Rangel, Traffic Manager
  - h) Media Planning & Buying
    - i) Ann Perrine, Media Director, Planning - \$165 per hour
    - ii) Ann Perrine, Media Director, Buying - \$150 per hour
    - iii) Sandie Smith, Billing Manager, Post Buy/Billing Stewardship - \$125 per hour

- 3) On all media purchased by us on your behalf, we shall bill you at the net published card rates after negotiation. Hourly billings cover the cost of media planning and placement, media trafficking, all administrative and accounting functions for the original media estimate and one (1) revision to that order. Additional revisions will be done upon approval of a change order to compensate for additional hours needed to make changes/cancellations to the original approved estimate.
- 4) TAG will present cost estimates for projects over \$1,500 for the Client's review and approval prior to beginning work on individual projects. These estimates detail all production costs and reflect a plus or minus 10% contingency factor in addition to any specifically stated contingency. If changes and/or additional unforeseen services/costs are necessary to complete a job, a change order will be issued to Client for review and approval.
- 5) Our monthly billing terms are Net 30 Days. Reference Government Code Title 10, Subtitle F, Chapter 2251, Section 025.
- 6) TAG will submit travel dates and obtain prior written permission from Client for any travel expenses to be billed that are not included in the \$3,500 monthly fee. Travel Expenses and Per Diem for out of town travel will be calculated as follows:
  - a) Transportation – every effort will be made to secure the most time and cost efficient mode of travel. We will purchase airfare at the lowest fare available and within the planning timetable. If schedule changes are required by client, any adjustment to the fare will be added. If travel is cancelled and we are able to reuse funds on a previously purchased ticket at no cost, that cost will be credited to the client. If it is a non-refundable ticket, the client will be billed for the fare and/or any change fees that may apply. Airfare will be billed to the client at net cost with no markup.
  - b) Ground Transportation – during out of town travel \$75 per day will be assessed for ground transportation. This rate covers fuel, parking and maintenance of the Company vehicle. If a specialty vehicle is needed, or our Company vehicle is not available, actual rental car receipts will be provided along with parking and fuel receipts.
  - c) Lodging – during out of town travel every effort will be made to secure the lowest rate possible for comfortable and secure lodging, including utilizing an available corporate rate established by the client when available. Actual receipts will accompany billing.
  - d) Meals – during out of town travel a per diem rate of \$65 per day will be charged for meals and any incidentals. For billing purposes, a day consists of time away from our corporate office during regular business hours. This will be charged in conjunction with travel and does not necessarily require an overnight stay.

4. All purchases of space and facilities and all engagement of talent with respect to the advertising of your products shall be subject to prior approval. If you should direct us to cancel and/or terminate any previously authorized purchase or project, we shall promptly take all appropriate action, provided that you will hold us harmless with respect to any costs incurred to us as a result thereof. We warrant and represent to you that in purchasing any materials or services for your account, we shall exercise due care in selecting suppliers and make every effort to obtain the lowest price for the desired quality of materials or services. Wherever possible, we shall obtain competitive bids.

5. The term of this agreement shall commence on October 1, 2010 for a period of one year and may be renewed annually thereafter for six additional one year periods. Client will provide written notice of intent to renew at least 60 days prior to the end of each renewal period. This agreement may be terminated by either party at any time upon written notice of such intention given ninety (90) days in advance. Notices shall be deemed given on the day of mailing or in case of notice by fax, on the day it is transmitted. The rights, duties and responsibilities of this agency shall continue in full force during the period of notice, including the ordering and billing of advertising in print media whose closing dates fall within such period and the ordering and billing of advertising in broadcast media where the air dates fall within such period.

6. Any advertising, merchandising, packaging and similar plans and ideas prepared by us and submitted to you (whether submitted separately or in conjunction with or as part of other material) but not used by you, shall remain your property provided that we are compensated for its development. You agree to return to us any copy, art work, plates or any other physical embodiment of the creative work relating to such ideas or plans, (which may be in your possession upon termination) that have not been paid for at that time.

7. Upon termination of this contract, we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you. Furthermore, you recognize that talent contracts with members of certain labor unions or guilds generally cannot be assigned except to signatories to the collective bargaining agreements governing the services rendered by such talent. Upon termination, no rights or liabilities shall arise out of this relationship, regardless of any plans which may have been made for future advertising, except that any non-cancelable contracts made on your authorization and still existing at termination hereof, which contracts were not paid or could not be assigned by us to you or someone designated by you, shall be carried to completion by us and paid for by you in the manner described in Paragraph (3) above.

8. The parties shall each be responsible for their own acts and omissions in the performance of their duties hereunder and the acts and omissions of their own agents and employees.

9. If agreed, each party shall maintain general liability insurance, including "personal and advertising injury" with minimum limits of \$1,000,000 per occurrence, \$2,000,000

annual aggregate, during the term of this agreement.

10. All notices given under this agreement will be sent by certified mail to the following:

As to: Plano Convention & Visitors Bureau  
Mark Thompson, Director  
2000 East Spring Creek Parkway  
Plano, TX 75074  
972-941-5844  
FAX: 972-424-0002

As to: The Atkins Group  
Steve Atkins, President  
501 Soledad Street  
San Antonio, TX 78205  
210-444-2500  
FAX: 210-824-8326

11. The Atkins Group is an independent contractor. Nothing in this agreement is intended, nor should be construed to create a relationship of principal and agent, joint venture, partnership, or any relationship other than that of independent contractors, contracting with each other solely with respect to the performance of those services which are the subject matter of this agreement.

12. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. The parties agree that this Agreement and its attachments constitute the entire understanding of the parties. In the event of conflict between the Agreement and Proposal, the Agreement shall control.

13. CLIENT and TAG each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither CLIENT nor TAG will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of CLIENT. Subject to the provision regarding assignment, this Agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

14. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties agree that it is performable in Collin and Denton County, Texas and that exclusive venue shall be in Collin County, Texas.

15. This Agreement is entered into subject to the charter and ordinances of CLIENT as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal and state laws. TAG shall make any and all reports required in accordance with federal, state or local law, including but not limited to proper reporting to the Internal Revenue Service as required in accordance with TAG's income.

16. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this Agreement shall

be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. TAG acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding prohibited interest and that the existence of a prohibited interest at any time will render the Agreement voidable. At the time of executing this Agreement, a representative of TAG will execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "B".

18. TAG understands spending within this contract is not to exceed \$457,666.

The undersigned representatives approve the contents of this contract and agree to abide by its terms.



The Atkins Group  
Steve Atkins, President

09/27/2010

Date

\_\_\_\_\_  
City of Plano  
Tom Muehlenbeck, City Manager

\_\_\_\_\_  
Date

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of The Atkins Group and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of The Atkins Group is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

The Atkins Group  
Name of Contractor  
By:   
Signature

Steve Atkins  
Print Name

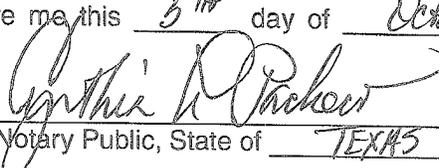
President  
Title

10/5/10  
Date

STATE OF TEXAS §  
COUNTY OF BEXAR §

SUBSCRIBED AND SWORN TO before me this 5<sup>TH</sup> day of October, 2010.



  
Notary Public, State of TEXAS