

**TO:** All Prospective Bidders

**RE:** Letter to Prospective Bidders for Phase I of a Pittsburgh Region  
Branding & Image Enhancement

**DATE:** October 12, 2018

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The Allegheny Conference on Community Development (“Conference”) invites proposals for providing all services for Phase I of a two-phase project focused on enhancing the brand and image of the 10-county Pittsburgh region. Phase 1 will encompass research and positioning and message development. Phase II (not part of this request) will include creative development and implementation of the brand and image enhancements.

Enclosed is a copy of the Request for Proposals (“RFP”) dated October 12, 2018. If interested in submitting a proposal for services, please complete and submit electronically no later than the close of business on November 7, 2018 to the undersigned at the following address:

**Cecelia Cagni**  
**Allegheny Conference on Community Development**  
**11 Stanwix Street, 17<sup>th</sup> Floor**  
**Pittsburgh, PA 15222**  
[ccagni@alleghenyconference.org](mailto:ccagni@alleghenyconference.org)

The Conference may request hard copies of proposals to be submitted via overnight delivery service. Please refer to the Selection Process section of the RFP for information on the process to be followed for the selection of one or more providers to serve the Conference. The bidder selected will be expected to enter into a standard contract approved by the Conference. Standard Terms and Conditions for any ensuing contract are shown, for reference only, in Section V. Terms and conditions may be modified in the final agreement.

We appreciate your interest in our outsourcing project and look forward to receipt of your proposal.

Allegheny Conference on Community Development



By:  
Stefani Pashman, CEO

**ALLEGHENY CONFERENCE ON COMMUNITY DEVELOPMENT**

**REQUEST FOR PROPOSAL (“RFP”) FOR SERVICES  
RELATED TO PITTSBURGH REGION BRANDING AND  
IMAGE (PHASE I)**

**DATED OCTOBER 12, 2018**

**DUE: NOVEMBER 7, 2018**

## **SECTION I.**

### **INTRODUCTION**

The Allegheny Conference on Community Development, (“Conference”), a non-profit corporation in Pittsburgh, Pennsylvania and qualified as a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code, hereby requests proposals for all services necessary for the Conference to initiate Phase I (research and positioning and message development) of a two-phase effort for the 10-county Pittsburgh region focused on raising its profile in regards to talent, business decision-makers and business- and leisure-oriented visitors, complementing ongoing marketing related to tourism and visitation in general. The brand and image effort is being designed to drive talent, business and visitor attraction.

The Conference brings together public and private sector leaders from the 10-county southwestern Pennsylvania region to improve the area’s economic future and quality of life. For almost 75 years, we’ve brought together regional leadership to identify solutions to these issues and mobilize the public, private and non-profit sectors to achieve results.

This two-phase effort is to create a unified brand and message that employers, nonprofits, post-secondary educators and others can use to market the Pittsburgh region to target audiences. For the purposes of this RFP, the Conference defines its target audiences as follows:

- Working age individuals, 18-65, with skills suited to participation in a diverse, innovation-driven, technology-based economy, with strengths in advanced manufacturing, financial and business services, energy, healthcare and life sciences, and information technology and robotics.
- Business decision-makers with an interest in expansion or relocation in a region that provides these above characteristics.
- And business- and leisure-oriented visitors who may travel to the Pittsburgh region.

Our primary focus is on employers and talent, with a focus on key strategic markets across the United States that have a highly-concentrated pool of educated and skilled individuals, as well as businesses that align with the Pittsburgh region’s target sectors (advanced manufacturing, financial and business services, energy, healthcare and life sciences, and information technology and robotics. Examples of key strategic geographies include: Boston, New York City, Austin, the Bay Area, Cleveland and Columbus.

The Allegheny Conference has at its disposal relatively recent research conducted to better understand some or all of these audiences that we will make available to the winning bidder to help guide their research and development activities. We do not believe that these materials are sufficient in and of themselves.

## **SECTION II.**

### **SERVICES EXPECTED**

The Conference expects to outsource services relating to brand and image enhancement program including:

#### **Phase I:**

Research: Review and conduct research regarding current perceptions of the Pittsburgh region among targeted audiences, including what makes a region a desirable place to live.

Positioning and Message Development: Create a brand promise, positioning and key messages for targeted audiences.

#### **Phase II (not part of the scope of this request; included for informational purposes only):**

Creative Development: Development of creative materials and tools that can be shared through digital and traditional media channels to enhance the perception of the Pittsburgh region.

Implementation: Media planning and execution across targeted audiences and geographies on behalf of the Conference.

Phase II is subject to the successful completion of Phase I, which would provide materials to support a fundraising initiative to garner sufficient resources to proceed with Phase II.

## **SECTION III.**

### **CONTENT OF PROPOSALS**

Bidders should include the following information in their proposals, in the following order:

1. A brief overview description of your organization, including any relevant experience in “place branding.” We do not expect or encourage extensive promotional materials.
2. A summary with examples of previous research and positioning and message development work. You are encouraged to show examples that illustrate experiences and capabilities that meet the criteria for this particular project request.

3. A statement setting forth the person or persons who will lead the Conference team if you are selected and the names of other key members of your team, if applicable, together with brief biographical information for each such individual.
4. Confirmation that you will be responsible for providing all of the services described above and/or identify any subcontractors you expect to serve as part of your team.
5. State the total number of employees working on the project for your organization and the number of such projects which you are working on.
6. A statement that you are capable of providing all services included in your proposal or, if applicable, those which you intend to subcontract or outsource with the name of the subcontractor and a brief statement of its experience and capabilities.
7. A timeline for the completion of the proposed work.
8. Three (3) references for currently or recently completed projects, preferably with plans of comparable size to the Conference's project. Upon request from the Conference, a list of all branding and image projects during the last three (3) years.
9. Statement highlighting your commitment to the Pittsburgh region's prosperity via account work, volunteerism or other means.
10. Provide an estimate (i.e., detailed budget) of costs necessary to successfully implement Phase I. Identify any of your out-of-pocket costs or expenses for which you would expect reimbursement from the Conference.
11. Include an affirmative statement indicating that the company and all assigned key professional staff are properly licensed, registered or certified and that the company has not been subject to disciplinary or corrective actions during the past three (3) years.
12. Include a statement confirming whether the company has been subject to lawsuits by clients during the past three (3) years.
13. The Conference will be responsible for preparing a contract with the successful bidder. However, if you have a standard contract or a summary of important terms and conditions, you may include them in your proposal. Please also state the minimum and maximum contract periods on which your proposal is based.

## **SECTION IV.**

### **SELECTION PROCESS**

Bids must be submitted via secure electronic means not later than the close of business on November 7, 2018.

The Conference will host a pre-bid conference call at 1:00 p.m. (EDT) on October 19. Prospective bidders are encouraged to join the conference call but participation is not mandatory. Questions regarding the RFP, selection process or other aspects of the outsourcing plan may be presented during the call, but the Conference strongly urges bidders to submit questions in advance of the call using the following electronic address: [ccagni@allegHENYconference.org](mailto:ccagni@allegHENYconference.org). Answers to questions of general interest will be presented on the conference call and, at the Conference's discretion, via written Addendum to this RFP not less than three business days prior to the bid due date.

After bids are received, they will be reviewed by the Conference and member of its Strategic Communications Committee which will make a recommendation to the Allegheny Conference Board of Directors.

The Conference may, at its discretion, request presentations by or meetings with any or all bidders to clarify or negotiate modifications to the bidder's proposal. However, the Conference reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals by bidders should be submitted initially on the most favorable terms, from both a service and price standpoint.

Please note that the Conference is NOT under any legal or policy requirement to award this contract to the lowest bidder or to any other prospective provider and reserves the right to reject all bids and to negotiate the terms of the outsourcing agreement with one or more bidders at its discretion.

Furthermore, the issuance of this RFP does not obligate the Conference to negotiate, enter into any contract or undertake any financial obligations related to the requirements contained in this RFP.

All submissions received become the property of the Conference. The Conference will ensure that your information is not disclosed to companies submitting competitive proposals.

All submissions should be developed in accordance with the requirements stated in this document. The evaluation is based on the ability of your organization to follow the requirements and meet the criteria specified. All costs incurred in the preparation of its proposal will be the responsibility of the bidder and will not be covered by the Conference.

## SECTION V.

### TERMS AND CONDITIONS

*As used herein, **Purchaser** means the Allegheny Conference on Community Development and **Seller** means the Bidder.*

1. ACCEPTANCE; ENTIRE AGREEMENT - Acceptance of this Agreement shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions herein. Purchaser shall not be bound by additional provisions or provisions at variance herewith that may appear in Seller's proposal, quotation, acknowledgment, invoice or in any other communication from Seller to Purchaser unless such provision is expressly agreed to in writing signed by Purchaser. Purchaser's acceptance of or payment for material shipped shall constitute acceptance of such material subject to the provisions herein, only, and shall not constitute acceptance of any counterproposal submitted by Seller not otherwise accepted in writing signed by Purchaser. Upon acceptance, this contract shall constitute the entire agreement between Purchaser and Seller and may not be modified or rescinded except by a writing signed by both Purchaser and Seller.

2. INTELLECTUAL PROPERTY – Seller hereby agrees that Seller's work product developed or created hereunder or in contemplation hereof that is in any way related to the Project Scope of Work in any medium whatsoever and any and all production materials and know-how and other ideas related thereto (whether originated by Seller or under the direction of Seller), including without limitation all hard copies, tapes, disks, manuscripts, notebooks, drawings, models, samples, technical information or other materials or data (hereinafter the "**Work**") are works made for hire under 17 U.S.C. § 101(2). In the event that the Work shall be deemed not to be a work made for hire, Seller hereby delivers, conveys, transfers and assigns to Purchaser, all of Seller's rights, title and interest obtained in and to the Work. Seller's right, title, and interest in the Work which is hereby delivered, conveyed, transferred and assigned includes without limitation all patents, copyrights or trademarks, together with the goodwill symbolized thereby, and any other intellectual property and proprietary rights and all applications and registrations for same, including all rights to sue for infringement and to receive proceeds there from. Seller agrees not to claim any further compensation for creation of the Work including but not limited to an accounting for profits. Seller further agrees to deliver to Purchaser, at Purchaser's request or upon completion of the Work under this Agreement (whichever comes first), all written documentation, records, information, tapes or any other material, whether or not made by Seller or whether or not copyrighted, and all copies or imitations of same, which are components of or related in any way to the Work. Seller understands and agrees that it has no rights to use, modify, distribute or create derivative works from the Work for its or a third party's benefit upon execution of this Agreement without the prior, express written approval of Purchaser. Seller represents that the Work is and will be original work product.

Seller further agrees to testify in any legal proceeding, sign all lawful papers, including without limitation executing any short form assignments, and generally do all other and further lawful acts, deemed necessary or expedient by Purchaser or by counsel for Purchaser, to assist or enable Purchaser to obtain and enforce full benefits from the rights and interests in the Work herein assigned.

3. KEY PERSONNEL – Employees of the Seller assigned to the project and identified by name in the proposal shall remain dedicated to the project. Personnel changes shall be permitted only with prior written notification to and written approval from the Purchaser.

4. CONFIDENTIALITY – Seller acknowledges that Confidential Information (as hereinafter defined) of Purchaser and its Affiliates (hereinafter defined) may be disclosed to the Seller during the course of this Agreement. Seller agrees the Confidential Information of Purchaser shall remain Purchaser's property and that Seller will take reasonable steps, which will include, at a minimum, the steps he takes to protect his own Confidential Information, to prevent the duplication or disclosure of Confidential Information of Purchaser or its Affiliates. Seller agrees that if he is required by law to disclose Confidential Information of Purchaser or any of its Affiliates, he shall first give written notice of such required disclosure to Purchaser and shall cooperate with Purchaser or Affiliate efforts to obtain a protective order. If Seller receives from a third party a demand for Confidential Information, Seller shall notify Purchaser so that it may respond to said demand. Seller will protect the Confidential Information of Purchaser and its Affiliates during the term of this Agreement and for five years after the termination or expiration of this Agreement. The term **"Confidential Information"** means confidential or other proprietary information in any form, whether written, electronic or oral, that is disclosed by Purchaser or any Affiliate to the Seller, including, without limitation, Purchaser's membership list, business information, specifications, drawings, models, samples, software designs and code (including source code) and any related information, materials or documents. **"Confidential Information"** will not include information as to which the Seller can show: (i) is already lawfully known to or independently developed by the receiving party, (ii) is disclosed in published materials, (iii) is generally known to the public, (iv) is lawfully obtained from any third party without any obligation of confidentiality, or (v) is required to be disclosed by law. **"Affiliates"** include the Allegheny Conference on Community Development, the Greater Pittsburgh Chamber of Commerce, the Pittsburgh Regional Alliance, the Pennsylvania Economy League of Greater Pittsburgh and any organization controlled by any of them or Purchaser.

5. COMPLIANCE WITH LAWS - Seller shall comply with the provisions of all applicable federal, provincial, county and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in Seller's performance hereunder.



6. LICENSES AND CERTIFICATIONS – Seller represents and warrants that it holds all licenses, certifications and similar approvals necessary to perform the services and/or create the materials or goods contemplated by this Agreement.

7. ASSIGNMENT - Any assignment by Seller of this Agreement or the work to be performed, in whole or in part, or of any other interest hereunder without Purchaser's written consent, except an assignment confined solely to moneys due or to become due, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose upon Purchaser obligations to the assignee additional to the payment of such moneys, or to preclude Purchaser from dealing solely and directly with Seller in all matters pertaining hereto, including the negotiation of amendments or settlements of amount due.

8. SUSPENSION AND TERMINATION – Purchaser may suspend performance or terminate this Agreement on written notice to the Seller in the event of a termination of Purchaser's grant or a withdrawal or shortage of Purchaser's funding, or in the event Seller is convicted of a criminal act, becomes insolvent, has a petition in bankruptcy filed by or against it, has a receiver appointed for it, makes an assignment for the benefit of creditors, or is otherwise in breach of this Agreement. Notwithstanding the foregoing, Purchaser may terminate this Agreement at any time for its convenience or for any other reason if it determines that termination is in its best interest, or as otherwise appropriate, by giving written notice to the Seller of such termination and specifying the effective date thereof. The basis of such determination rests solely with the Purchaser. The Seller shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

9. INDEMNITY - By the acceptance of this Agreement, Seller shall defend, indemnify, and hold Purchaser, its parents, subsidiaries and related and affiliated companies, and their officers, directors, agents, employees and assigns, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of (a) Seller's performance or failure to perform hereunder; (b) any negligent act, error, or omission of Seller, its officers, consultants, agents, subcontractors, invitees or employees in connection with this Agreement; (c) any unauthorized use, infringement or alleged infringement of any trademark, service mark, copyright, patent, process, method or device owned or controlled by a third party and exploited by Seller in connection with its performance under this Agreement; (d) any claim that the use of any design or other graphic component of the materials produced hereunder violates or infringes upon the trademark, copyright or other intellectual property rights (including trade dress) of a third party; (e) any libel or slander against, or invasion of the right of privacy, publicity or property of, or in violation or misappropriation of any other right of any third party as it relates in any manner whatsoever to the performance of Seller's obligations under this Agreement; and (f) any breach by Seller of this Agreement. The indemnification obligations shall extend to claims occurring after the Agreement has terminated as well as while the Agreement is in force.

10. INDEPENDENT CONTRACTOR – The parties to this Agreement are independent contractors and nothing in this Agreement shall be construed as creating an employment relationship, joint venture, partnership, agency or fiduciary relationship between the parties. Neither party has any right or power under this Agreement to create any obligation, expressed or implied, or any obligation or liability, or to otherwise bind the other party. Seller acknowledges that Seller or its employees or agents are not entitled to any Purchaser fringe benefits, including without limitation, the right to participate in Purchaser health insurance, disability insurance, unemployment compensation and pension plans. Seller also acknowledges that Purchaser is not responsible for withholding or remitting on behalf of the Seller any employment related taxes, including without limitation federal income tax, FICA, Medicare tax and Pennsylvania income tax. Seller agrees to timely pay all such taxes.

11. PUBLICITY/ADVERTISING – Seller agrees that it will not use the Purchaser’s name or trademarks in any Seller’s publicity or advertising without having first obtained prior written approval from the Purchaser.

12. INCORPORATION BY REFERENCE - Any clause required to be included in a contract of this type by any applicable and valid federal, provincial or local law or administrative rule or regulation having the effect of law shall be deemed to be incorporated herein. Deliverables, as stated in the Seller’s proposal, are incorporated by reference.

13. FORCE MAJEURE - Neither party shall be liable for any unforeseeable event beyond its reasonable control, not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to: flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strikes, labor dispute, or any order or injunction made by a court or public agency. In the event of the occurrence of such a *force majeure* event, the party unable to perform shall promptly notify the other party. Such party shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the *force majeure* event.

14. SEVERANCE - Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law or other authority, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Agreement.

15. RISK OF LOSS - Irrespective of delivery terms, risk of loss shall pass to Purchaser only upon delivery at the point of destination.

16. NON-WAIVER – No waiver of any provision of this Agreement, or any rights or obligations of either party under this Agreement, will be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver will be effective only in the specific instance and for the specific purpose stated in such writing.

17. SURVIVAL – Sections 2 (Intellectual Property), 4 (Confidentiality), 9 (Indemnity), and 10 (Independent Contractor) shall survive the termination of this Agreement.