

# Visit San Antonio



## **REQUEST FOR PROPOSAL ("RFP") for**

Advertising & Marketing Agency Services

Release Date: March 15, 2017  
Proposals Due: April 19, 2017

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### **RESTRICTIONS ON COMMUNICATIONS**

Respondents and/or individuals acting on behalf of Respondents, are prohibited from communicating with: 1) Visit San Antonio Board of Directors, regarding the RFP or proposal from the time the RFP has been released until the contract is awarded by the Visit San Antonio Board of Directors; and 2) VSA and/or City employees from the time the RFP has been released until the contract is awarded.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

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## 003 - BACKGROUND

Visit San Antonio (VSA) is charged with promoting and marketing San Antonio as a premier convention and meetings destination and a domestic and international visitor destination, for the purpose of positively affecting the City's economy. VSA employs a variety of strategies that include convention and group sales efforts, as well as a leisure marketing campaign that includes various media, digital strategies, communications, and tourism efforts. VSA is the key economic driver that supports San Antonio's \$13.6 billion visitor industry and 34.4 million annual visitors.

**Visit San Antonio (VSA), is seeking proposals from qualified full service marketing agencies with expertise in strategic planning, managing and executing integrated marketing strategies including advertising, marketing programs, digital strategies, public relations strategies and research initiatives.** VSA is in its last contractual year with the current advertising agency which expires on September 30, 2017.

The selected Respondent will assist VSA in the development and implementation of advertising, public relations and marketing programs for fiscal years 2018 thru 2021 with an option to renew for an additional two (2) year period 2022-2023. The selected Respondent will primarily assist in promoting San Antonio as a convention and meetings destination and a domestic and international visitor destination. The all-inclusive estimated current base budget for this program is approximately \$7.8 million annually and shall include but is not limited to the following:

- Strategic planning
- Project management/account management
- Marketing across all channels (including but not limited to print, TV, radio, digital, online and social media)
- Research
- Creative concepts
- Production
- Media planning
- Media buying and evaluation
- Trafficking and scheduling
- Public relations strategic planning, research, evaluation, pitching, media tracking and reporting
- All related accounting and reporting requirements
- Contract management

The above-mentioned budget is subject to change based on annual budget appropriations or budget redirections by VSA.

### A. Mission

VSA's mission is "to promote and market San Antonio as a premier leisure visitor and convention/meeting destination for the purpose of positively affecting the City's economy and enhancing citizens' way of life.

### B. Brand – Our History

In 2008, VSA launched a new positioning strategy for the destination. With the positioning line "Deep. In the Heart" the brand identity embraces San Antonio's history and culture while promising visitors a heartfelt experience.

Visually, marketing efforts reflect the vibrancy of the culture and reveal many aspects of the city. An icon in San Antonio's centuries-old architecture and rooted in its Spanish colonial pedigree, the quatrefoil-shaped logo echoes the four key pillars of the brand:

- *People* who embody the power and spirit of the city;
- *Pride* that is deeply rooted in history;
- *Promise* of adventure, of knowledge, of welcome, of intrigue, of reward; and
- *Passion* for San Antonio and its art, culture, sports, and entertainment.

Aligned with recent organizational changes in October 2016, a new brand identity was launched under similar strategic premises outlined above.

In 2012, brand consumer research helped VSA identify and formulate the “Mix-it-Up” Strategy. This strategy guides all Marketing and Advertising efforts to present/expose the diversity of assets that exist in San Antonio beyond The Alamo and the River Walk, as a key driver to entice visitation.

As a result of the “Mix-it-Up” strategy, and under the brand umbrella, The Unforgettable campaign was launched in September 2013 with an artistic approach and high impact images that showcase the variety of assets that San Antonio has to offer to a potential visitor.

Since the introduction, the brand and brand strategy have been successfully integrated into the overall destination marketing efforts including all print and online advertising, social media, collateral, public relations efforts, tourism and meetings sales.

### C. Additional Information on Visit San Antonio

VSA promotes and markets San Antonio as a leisure visitor, convention and meetings, and special event destination. This is accomplished through:

- partnerships with the private sector,
- meeting industry trade and leisure visitor advertising strategies,
- digital and online strategies and other marketing efforts,
- direct solicitation of conventions and corporate meetings,
- programs with group tour and travel operators,
- public relations strategies,
- client support and service programs,
- market research.

Key functional areas of VSA are as follows:

- **Selling** – Maximize the number of convention and meeting attendees and visitors to San Antonio through effective sales and marketing programs.
- **Marketing & Communications** – Create leisure and group demand for San Antonio regionally, nationally and internationally while increasing recognition and perception of San Antonio as a desirable destination through Marketing and PR strategies, with the ultimate goal of increasing demand of the city’s hospitality stakeholders.
- **Strategic Partnerships** – Improve communication and collaboration with strategic partners in order to expand the reach of VSA destination marketing efforts.
- **Services** – Assist meeting planners to produce successful meetings, maximize their attendance and encourage repeat business opportunities. Additionally, assist leisure visitors by providing accurate and helpful information on attractions, tourism services, cultural sites and events.
- **Technology** – Maximize the integration of technology in all aspects of VSA internally and externally to ensure maximum operational effectiveness and marketing reach.
- **Accountability Measures** – Increase the means through which accountability measures can be associated with VSA activities to ensure a maximum return on investment on all those activities.
- **Research** – Utilize research to the fullest extent in order to make fact-based sales, marketing and operational decisions.

### D. General Information and Resources

#### Target Audiences:

For leisure marketing, Visit San Antonio traditionally targets state, regional, national and international audiences. International markets include Mexico and Canada as a priority followed by the U.K., Germany, Japan, China and Spain. Priority audiences include: **Family Travelers** ages 25-54 with household income of \$50K and above, **Cultural Travelers** (no kids) ages 35-64 with household income of \$75K and above, **Millennial Travelers** ages 25-34 with household income \$48K and above.

The marketing efforts of VSA are integrated with, and enhanced by, the VSA website [visitsanantonio.com](http://visitsanantonio.com), which includes the management of the following:

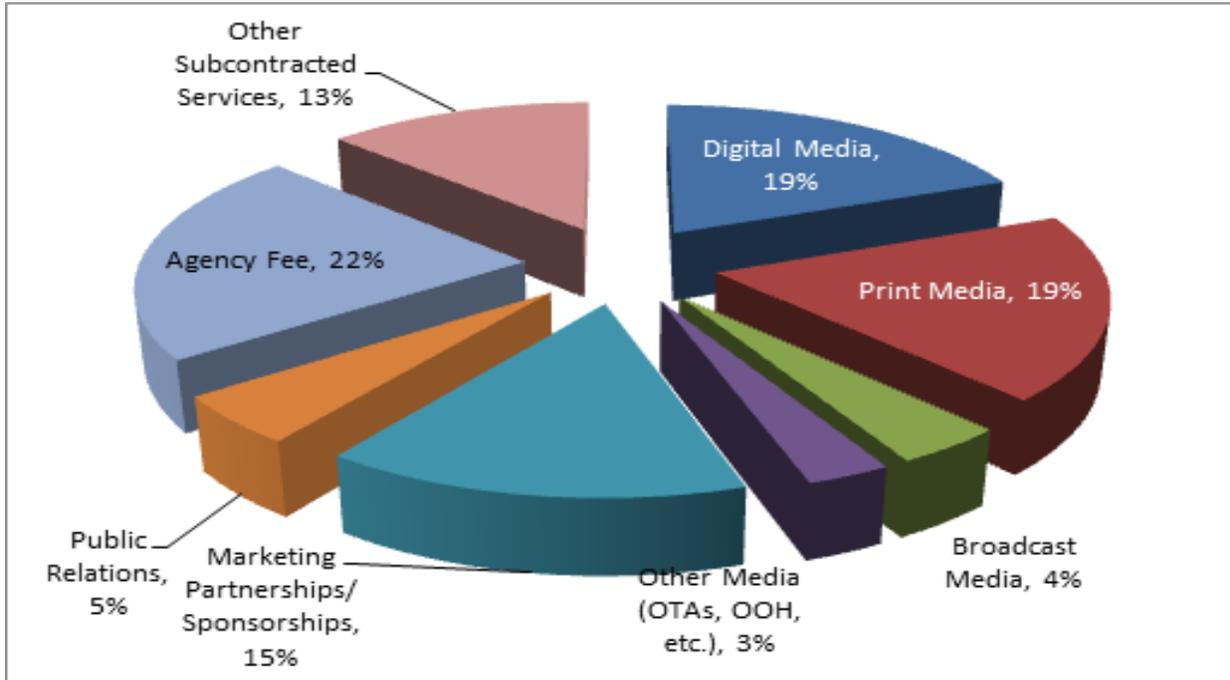
1. The Leisure website [visitsanantonio.com](http://visitsanantonio.com) including:
  - All website content management and updates
  - Tracking/Reporting exposure and visitation intelligence
  - Creating and updating relevant inspirational content
  - Updating and supporting all transactional travel assets
2. The Meetings section [meetings.visitsanantonio.com](http://meetings.visitsanantonio.com) including:
  - All website content management and updates
  - Meetings toolkit
  - Video content
  - Support to all sales strategies (e.g., RFP's, Meetings Calendars, E-Newsletter, Fly In On Us and Planning Assistance)
3. The "Partners" section [partners.visitsanantonio.com](http://partners.visitsanantonio.com) including:
  - Annual Business Development Plan
  - Branding Toolkits
  - Video Content
  - Industry Resources and Research (e.g., Monthly Measure)
  - Certified Tourism Ambassador program Communications
  - Executive Directors Blog/Partner Communications needs
4. The Media section [media.visitsanantonio.com](http://media.visitsanantonio.com) including:
  - Media Kit
  - Image library
  - News releases
  - B-roll
5. The Tourism section [tourism.visitsanantonio.com](http://tourism.visitsanantonio.com) including:
  - Sample Itineraries
  - Services for Domestic and International Travel trade
  - Planning resources
6. The selected Respondent will assist VSA with all Digital and Social media channels/handles including:
  - Continuous social media audience growth (Facebook, Twitter, Pinterest, Instagram, Linked-In, etc.)
  - Posting and tracking
  - Management of responses
  - Deploying E-newsletter and growing consumer opt-ins

**For additional information including available research, downloadable files such as photos, videos, logos and ad samples please send an email requesting toolkit access to Javier Tamez ([javiertamez@visitsanantonio.com](mailto:javiertamez@visitsanantonio.com)). In return he will respond with a link allowing the requesting agency full access to downloadable files. Mr. Tamez is the identified point of contact for this solicitation as referenced in Section 010 – Restriction on Communications.**

#### **Investment Summary:**

The information below represents a summary of the annual working base budget administered by VSA towards this agreement. From 2012 to present this budget has ranged from approximately \$7.5 million to \$8.0 million annually. This information is intended to provide a summary and some insight on how dollars have been invested over the course of the current agreement.

It is important to note that 35% (or about \$2.7 million) of the annual budget over the recent contract term has been dedicated to provide services by either the Prime Contractor and/or Subcontractors (Fees and Services below). These services include but are not limited to agency fees and costs of production, printing, photography, web development, and research. The remaining 65% of the budget is considered working media dollars and is typically applied but not limited to print, digital, broadcast, out-of-home media and PR programs.



Moving forward, the base budget for this contract is estimated at \$7.8 million annually. This is subject to change based on annual budget appropriations and/or changes in other revenue streams. In addition, the percents referenced are subject to change based on overall budget adjustments administered by VSA and year-over-year shifts and trends in marketing strategy.

### 004 - SCOPE OF SERVICES

Visit San Antonio is looking for a full-service advertising and marketing agency and/or an agency who can manage a set of specialized agencies that will be able to focus on growing and evolving the VSA brand and increasing overall leisure and business visitation to San Antonio.

Visit San Antonio reserves the right to perform, manage and/or administer any function referenced within the Scope of Services with VSA staff at any time during the resultant contract period. This may alter the amount of overall funds and projects administered by the contracted Agency and will be determined on a year-to-year basis.

1. With the cooperation, advice and written consent of the VSA President and CEO, or through his/her staff with written authorization, the successful Agency shall perform and/or manage the performance of all:
  - requested strategic planning,
  - project management/account management,
  - marketing across all channels (including but not limited to print, TV, radio, digital, online and social media),
  - research,
  - creative concepts,
  - production (executions),
  - media planning,
  - media buying and evaluation,
  - trafficking and scheduling,
  - public relations, strategic planning, research, evaluation, pitching, media tracking and reporting
  - all related accounting and reporting requirements and
  - contract management

Agency services will result from VSA approval of campaign concepts and annual advertising program designed to augment VSA's efforts in carrying out its goals and objectives. The selected Respondent may also be responsible for the solicitation, implementation and management of cooperative advertising opportunities initiated by VSA. Cooperative advertising shall be performed under the auspices of VSA.

2. Due to the wide range of marketing programs, the responding Agency will likely subcontract various services. These services may be adjusted throughout the term of the agreement and based on various strategies including but not limited to: marketing trends, creative direction, individual campaigns, digital and online strategies, revenue partnerships, and more. Responding Agency must demonstrate ability to strategically plan, integrate, manage and execute an assortment of marketing projects and/or subcontractors.
3. All services provided under the resultant contract shall be performed in conformance with generally accepted industry standards that are usual and customary between a client and an advertising agency in such relationships. No work shall be undertaken and no expenditure made for reimbursement hereunder unless the concept and program have been approved in writing by VSA. Such approval may only be given by the VSA President & CEO or their designee.
4. Strategic Planning and Integrated Project Management:
  - a. It should be noted that strategic plans, creative strategies and other strategic input will come in large part from VSA staff in coordination with the selected Respondent. In addition, the selected Respondent should be able to recommend strategies to expand the impact of advertising/marketing campaigns allowing for the broadest possible exposure to the target audiences within the available budget. Respondent shall have the ability to professionally present and "sell in" strategic direction and creative development to VSA staff, VSA's Board of Directors, VSA's Marketing Sub-Committee or any other related advisory/policy groups.
  - b. The selected Respondent must collaborate with VSA to provide Roadmaps before each campaign or individual project outlining the goal(s), objectives, audience, strategies, budget and measurement.
  - c. The selected Respondent must demonstrate ability to strategically plan, integrate, manage and execute an assortment of marketing projects as well as manage various subcontractors.
  - d. New and emerging technology opportunities are consistently being introduced and the selected Respondent must be able to identify, evaluate, recommend, develop and execute and/or manage the execution of these opportunities.
5. Creative Concept
  - a. The selected Respondent shall be the principal advisor and provider to VSA for creative services related to the conceiving, design and execution of advertising campaigns and programs targeting a variety of audiences including meeting/convention/tradeshaw planners, influencers, and attendees, leisure travel consumers, travel agents and tour operators, and various other selected targets that can help accomplish VSA's mission.
  - b. The selected Respondent shall have expertise in developing creative for websites, digital desktop and mobile platforms, email, social media, television, radio, magazine, newspaper, out-of-home, sweepstakes and promotions, cooperative advertising programs, and other forms of marketing designed for all of the VSA target audiences.
  - c. The selected Respondent shall be able to use all the tools above to create communications that define the breadth and depth of the destination to the target audiences for the purpose of attracting visitors, extending the length of stay and creating repeat visitation.
  - d. The selected Respondent shall also have the ability and experience to develop creative campaigns for implementation on an international scale, as well as national and in-state.
  - e. The selected Respondent must have expertise in developing creative targeted to consumers, travel trade professionals such as travel agents/tour operators, and meeting planners.

- f. The selected respondent shall also have the ability to proofread any materials developed as final product to be published in any national or international outlet. Includes any language needed (at minimum Spanish and English). Respondent shares responsibility for all approved content.

## 6. Production/Design

- a. The selected Respondent shall be knowledgeable and experienced in production for new technologies and exercise its best efforts, in conformance with standard industry advertising practices to develop or produce for VSA that quality of artwork, digital files, online and mobile ads, web pages, and printed matter and other collateral materials as may be required by VSA and purchase same at advantageous rates available in the commercial advertising market.
- b. The selected Respondent shall prepare radio and television commercials upon request by VSA and render the necessary supervisory services in connection therewith, and, in the case of programs, shall render the necessary supervisory services in connection with such programs;
- c. Production responsibilities also include but are not limited to:
  - trafficking of digital files/materials to media outlets
  - providing dubs of broadcast materials
  - providing digital files/disks of finished material to VSA including PDF files, JPGs, raw files, etc., created in programs designated by VSA
  - preparing advertising materials for presentation purposes (mounting, scanning, etc.)
  - developing and implementing digital apps for any desktop and mobile platform and operating system available
  - handling development and management of social media on existing and new social media vehicles (Respondent is expected to be well versed on existing and upcoming social media outlet rules and regulations to ensure compliance and proper result tracking)
- d. The selected Respondent shall supply resources and support in the development of collateral material to help ensure materials continue to reflect and align with San Antonio's brand image. This includes, but is not limited to the Visitor's Guide.

## 7. Media Planning and Buying

- a. The selected Respondent shall be the principal advisor and provider to VSA for media buying services, both print and online.
- b. Focus of the selected Respondent should be to provide planning and implementation of media plans that are the most efficient and effective in reaching the defined target audiences, to include all traditional media vehicles (TV, Radio, Print, etc.) and non-traditional such as video streaming, social channels and new upcoming vehicles.
- c. The selected Respondent shall negotiate and contract with advertising media and others, for and in connection with VSA's advertising, at advantageous rates in the commercial advertising market.
- d. Additional emphasis should be placed on obtaining added value elements to any media buy including additional space/time, online components, and promotional programs.
- e. The selected Respondent shall monitor and review insertions of advertisements in publications, displays, broadcasts and other advertising media used to such a degree as is the custom by commercial advertising agencies. The selected Respondent shall check such items as date of appearance, position of ad, size, mechanical reproduction, and any other related factors and furnish VSA with proof of the placement and running of said advertisements by providing evidence of placement as approved by the VSA Director or designee.
- f. The selected Respondent shall develop an annual flowchart of activity by month for each market and

shall report on number of impressions and clicks generated for each month and media spend for each month.

8. Online and Website Marketing Strategies

- a. The selected Respondent shall be the principal advisor and provider to VSA of online and website marketing strategy, including web development, search engine optimization, desktop and mobile and social media.
- b. The selected Respondent shall ensure and monitor accurate and comprehensive tracking of consumers' online behavior and activities through all VSA Marketing online channels as well as provide monthly reports on all key measures. The key measures should be established in coordination with VSA staff. The selected Respondent shall ensure continuity and integrity of web analytics, including the availability of tracking data for at least five (5) years in the past. The selected Respondent shall be the principal advisor and provide interpretation of web analytics and digital results.
- c. The selected Respondent shall be the principal advisor and provider for digital marketing and must be knowledgeable and experienced with new technology trends, partners and platforms.
- d. The selected Respondent shall be the principal advisor and provider to VSA for email marketing and shall coordinate with VSA on the choice of online marketing tools and services. The selected Respondent shall ensure consistency and integrity of email lists and opt-outs, and ensure that the VSA's master lists and opt-outs are kept up to date. The selected Respondent shall provide detailed reports on the success of the campaigns, and provide recommendations for future campaigns.

9. Technical and Security Standards

- a. The selected Respondent shall ensure compliance to VSA technical and security standards.
- b. When providing solutions and services to VSA, the selected Respondent shall give special attention to compatibility of all proposed technical solutions with the existing VSA technology. Implementation of technical solutions (to include websites, databases, and other marketing systems) shall be coordinated with VSA's technical staff.

10. Public Relations

- a. The selected Respondent shall work with VSA's Communications Division to strategize and implement public relation programs that further enhances VSA's goals.
- b. The selected Respondent shall generate incremental positive editorial media value for San Antonio and assist in identifying resources and subcontractors as needed.
- c. The selected Respondent shall continually mine for, identify and execute national exposure opportunities for San Antonio.
- d. The selected Respondent shall introduce new media relationships to VSA through outer market and in-market PR activities (such as media fams, individual research visits, media events, and similar).
- e. The selected Respondent shall assist VSA Communications with both traditional and social media.
- f. The selected Respondent shall provide public relations advice and counsel on an as-needed basis.
- g. The selected Respondent shall assist in building editorial media databases as a result of continuous media research and outreach for media interested in San Antonio as a travel destination.
- h. The selected Respondent shall generate reports on a regular basis and as needed to provide proof of media efforts, communications and results.
- i. The selected Respondent shall assist in calculating earned media value for all traditional and digital media coverage secured by VSA.

11. Research

- a. The selected Respondent shall conduct assigned research projects, including but not limited to Advertising ROI, consumer focus groups, online surveys with VSA's client advisory board, visitor intercept studies, meeting professionals' perception studies and consumer Awareness & Image tracking studies in the United States, Mexico, Canada and other international markets.
- b. The selected Respondent shall periodically provide Competitive Analyses and Trends reports for competitive set as determined by VSA for visitor and trade markets.
- c. The selected Respondent shall study the city's products and services and analyze current and potential markets, as well as consider new objectives and strategies.
- d. The selected Respondent shall obtain and employ in VSA's behalf, knowledge of the available media and means that can be utilized to market VSA's products and services.

12. Account Management

- a. The selected Respondent shall meet with VSA staff at such times and places, and in such duration, as may be requested for the purpose of carrying out VSA initiatives.
- b. The selected Respondent shall perform all services set forth in the resulting Contract, VSA's Request for Proposal and Agency's proposal. The Contract shall incorporate, via exhibits, the Request for Proposal and the Agency's Proposal. Should there be any conflict between the language of the Contract, Request for Proposal, or Agency's Proposal, and then the order of priority shall be Contract, Request for Proposal, and then the Agency's proposal.
- c. The selected Respondent shall work closely with VSA President and CEO or his/her designee and appropriate VSA staff to perform any and all related tasks required by VSA in order to fulfill the purposes of this contract.
- d. The selected Respondent shall track the effectiveness of advertising and marketing campaigns administered by the selected Respondent including return on investment, when possible.
- e. The selected Respondent shall maintain internal procedures which ensure budget control, prompt billing and quality control, including but not limited to auditing invoices for space, time, preparation and services.
- f. The selected Respondent shall prepare cost schedules and project sheets for advertising expenditures and other related costs and secure VSA's approval of all expenditures with regard to authorized advertising by submitting pre-production estimates.
- g. The selected Respondent shall retain custody of VSA's property and exercise its best efforts, when deemed necessary by VSA or the selected Respondent, to obtain return of the property from third parties.
- h. The selected Respondent shall assign and aid in the prosecution, application, registration, and defense of all applicable intellectual property.
- i. The selected Respondent shall provide needed account service, consultation and regular contact to ensure prompt completion of projects, including but not limited to dedicating at least one (1) full time Account Executive each for Marketing and Public Relations.
- j. The selected Respondent shall provide weekly status reports, or as otherwise requested, to VSA updating the progress of all projects.
- k. The selected Respondent shall provide monthly budget spreadsheets detailing all billings for each project.
- l. The selected Respondent shall track agency hours on a monthly basis and by large project as well as

provide monthly spreadsheets notating all hours for assigned projects.

- m. The selected Respondent shall handle procurement and management of subcontracting opportunities for VSA services related to said contract, such as, but not limited to, fulfillment, research, special events, telemarketing, photography, videography and printing/binding functions.
  - n. The selected Respondent shall manage and track advertising response fulfillment and report same to VSA on a monthly basis or as otherwise requested.
  - o. The selected Respondent shall manage and track all online activity from visitors on [visitsanantonio.com](http://visitsanantonio.com) and all social media channels and provide a monthly dashboard highlighting learnings and opportunities/strategies that will arise from such learnings.
13. Performance Criteria – In addition to Respondent meeting the Scope of Services set forth in this RFP, Respondent shall comply with various performance based criteria including, but not limited to the following:
- a. Influence the positive growth of hotel occupancy tax to the City.
  - b. Deliver targeted impressions
  - c. Help to positively influence VSA's overall room night convention and group bookings
  - d. Increase direct spending by convention and group delegates that are booked through VSA sales and marketing efforts
  - e. Maintain or increase travelers' aided and unaided awareness of San Antonio
  - f. Increase the number of specific actions by consumers signaling an intent to travel to San Antonio, influenced by VSA specific marketing strategies
  - g. Increase online engagement – "online engagement" is defined as all web/social actions taken by a potential traveler. It includes social media interaction such as likes of posts, shares, reactions, video plays and comments on Facebook, Twitter or any additional social media platform.
  - h. Assist VSA in meeting and/or exceeding annual Department performance metrics

15. Selected Respondent's performance will be evaluated periodically on various criteria including, but not limited to: agreed upon Performance Metrics, Account Management, Creative, Strategic Planning, Production, Media Planning & Buying, Public Relations, Interactive, Budgeting & Financial goals throughout the terms of the agreement.

## 005 - TERM OF CONTRACT

An agreement awarded in response to this RFP will be for a four (4) year period (FY 2018 – 2021). VSA shall have the option to unilaterally renew for one (1) additional two (2) year term (FY 2022 – 2023). All renewals shall be in writing and signed by VSA's President & CEO, or their designee, without further required action by the VSA Board. However, VSA may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory.

## 006 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal conference will be held at the International Center Building, 2nd Floor, 203 S. St. Mary's, Vista Conference Room, San Antonio TX, 78205, **at 10:30 am Central Standard Time, on Wednesday, March 29, 2017**. Respondents are encouraged to prepare and submit their questions in writing in advance, in order to expedite the proceedings. VSA's responses to questions received in advance, may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly recommended.

This meeting place is accessible to disabled persons. The International Building is wheelchair accessible. The accessible entrance is located at 203 S. St. Mary's. Accessible parking spaces are located at Market Street Parking Garage, 421 W. Market St. **Respondents that are not able to attend in person may participate by Conference Call**. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial In Number: (877) 226-9790 Access Code: 4603617

Any oral responses provided by VSA staff at the Pre-Submittal Conference are not confirmed until they are in writing and posted with this solicitation. Only written responses shall be official and all other forms of communication with any officer, employee or agent of VSA shall not be binding on VSA. Respondents are encouraged to resubmit their questions in writing, to VSA Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

## 007 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, tabbed and noted with the appropriate heading as indicated below. If Respondent is proposing as a team, provide the same information for each member of the team.

- **Submit one (1) COMPLETE original hard copy of your proposal, signed in ink (INCOPORATING ALL TABS REFERENCED BELOW).**
- Additionally, **sixteen (16) hard copies WITH ONLY TABS 1 through 5 below (There is no need for additional Disclosures, Local Preference, Veteran-Owned Small Business Forms, Insurance, et al to be included on additional hard copies).**
- **Also one (1) copy of the COMPLETE proposal should be submitted on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal.** Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

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TAB 1 – EXECUTIVE SUMMARY: The summary is to be **limited to two (2) pages** and shall include a statement of the Respondent's understanding of the scope of work to be accomplished, how Respondent proposes to accomplish and perform these services, and a description of Respondent's strategic process on how they might best market San Antonio as a destination.

TAB 2 – GENERAL INFORMATION & REFERENCES FORM: Use the Form found in this RFP as Attachment A, Part One

TAB 3 – BACKGROUND & RELEVANT EXPERIENCE: Use the Form found in this RFP as Attachment A, Part Two

TAB 4 – STRATEGIC PLANNING AND ACCOUNT SERVICES: Use the Form found in this RFP as Attachment A, Part Three

TAB 5 – CREATIVITY AND MARKETING OUTREACH CAPABILITIES: Use the Form found in this RFP as Attachment A, Part Four.

**NOTE:** *The remaining document requirements listed for TABS 6 – 15 are to be placed within Respondent's ORIGINAL HARD COPY proposal only, as well as on CD or USB flash drive. Additional hard copies are not required for TABS 6 – 15.*

TAB 6 – CONTRACTS DISCLOSURE FORM: Please complete the Contracts Disclosure Form in RFP Attachment B:

TAB 7 – LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment C. If Respondent is proposing as a team, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

TAB 8 – SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: VSA is partnering with the City of San Antonio and has incorporated the utilization of the City's SBEDA Program in this solicitation. Information on this program can be found on Exhibit 1. Additionally, Respondent must complete, sign and submit the SBEDA form, found in this RFP as Attachment D.

**Subcontractor Note:** The information referenced in the Investment Summary on pages 5 – 6 regarding marketing mix may be helpful in planning how to partner and/or subcontract with local small businesses. Various

services may be subcontracted including but not limited to: services provided by smaller local agencies, local printers, photographers, videographers, video production companies, market research companies, etc.

- TAB 9 – LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM: VSA is partnering with the City of San Antonio and has incorporated the utilization of the City's Local Preference Program in this solicitation. Information on this program can be found in Exhibit 4. Additionally, Respondents must complete, sign and submit LPP Identification Form found in this RFP as Attachment E.
- TAB 10 – VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM: VSA is partnering with the City of San Antonio and has incorporated the utilization of the City's VOSB Program in this solicitation. Information on this program can be found in Exhibit 5. Additionally, Respondents must complete, sign and submit VOSB Identification Form found in this RFP as Attachment F.
- TAB 11 – PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverage and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- TAB 12 – EXCEPTIONS TO TERMS: In the event that Respondent has any exceptions to any of the conditions or requirements found in this RFP, then Respondent shall identify each specific exception in an Attachment G and include a detailed explanation regarding each exception.
- TAB 13 – FINANCIAL INFORMATION: Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are requested. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, Respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.
- TAB 14 – SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment I. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.
- TAB 15 – PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment J.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

## **008 - CHANGES TO RFP**

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. VSA will assume that all Respondents have reviewed all Addendums (if applicable) by the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

## **009 - SUBMISSION OF PROPOSAL**

All proposals must be submitted in as referenced below:

- **Submit one (1) COMPLETE original hard copy of your proposal, signed in ink (INCOPORATING ALL TABS REFERENCED IN SECTION 007 – Proposal Requirements).**

- Additionally, **sixteen (16) hard copies WITH ONLY TABS 1 through 5 (There is no need for additional Disclosures, Local Preference, Veteran-Owned Small Business Forms, Insurance, et al to be included on additional hard copies).**
- **Also one (1) copy of the COMPLETE proposal should be submitted on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal.** Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

**Proposals must be received in VSA Offices no later than 3:00 p.m., Central Time, Wednesday, April 19, 2017** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Visit San Antonio  
 Attn: "Javier Tamez - Advertising & Marketing Agency Services"  
 203 S. St. Mary's, Suite 200  
 San Antonio, Texas 78205

Physical Address:

Visit San Antonio  
 Attn: "Javier Tamez - Advertising & Marketing Agency Services"  
 203 S. St. Mary's, Suite 200  
 San Antonio, Texas 78205

Proposals sent by facsimile will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place full color proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Font size shall be no less than 12-point type and be in full color. All pages shall be numbered and, in the case of hard copy submissions, should be printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission. Each proposal must include the sections and attachments in the sequence listed in the RFP Section Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For the CD or USB that contains the proposal in Adobe PDF version, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same format as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Respondent proposal may be subject to disqualification.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of VSA upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, VSA cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## 010 - RESTRICTIONS ON COMMUNICATION

Respondents, and/or individuals acting on behalf of Respondents, are prohibited from communicating with: 1) Visit San Antonio Board members; 2) Evaluation Team members; 3) Visit San Antonio employees; and 4) City of San Antonio employees, regarding the RFP or proposals from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails, gifts and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or individuals acting on Respondents behalf may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with VSA and/or City employees include:

- Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
- Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, David Rodriguez, may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, **after** the solicitation closing date.*
- **Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 1 p.m. (CST) on March 31, 2017.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Javier Tamez**  
**Research Manager**  
**Visit San Antonio, Administration Department**  
**javiertamez@visitsanantonio.com**

A Respondent that has an ongoing business relationship with VSA and/or City may communicate with VSA and/or City employees to the extent necessary to perform the Respondent’s duties and obligations related to that business relationship.

Questions submitted and VSA’s responses will be posted with this solicitation.

VSA reserves the right to contact any Respondent to negotiate if such is deemed desirable by VSA. Such negotiations, initiated by VSA staff persons, shall not be considered a violation by Respondent of this section.

## 011 - EVALUATION PROCESS AND CRITERIA

VSA will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. VSA will appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If VSA elects to conduct interviews, selected Respondents (Finalists) will be:

- Contacted to participate in a briefing session. The briefing session for shortlisted “Finalist” agencies is

tentatively scheduled for early May 2017 (date subject to change) in San Antonio TX.

- Finalists are required to attend this briefing session in person. Up to two representatives of each Finalist agency may attend this session.
- At the briefing session (all Finalists together), will receive a common “brief” which will include an integrated strategic marketing/advertising assignment.
- Finalists will then be scheduled for an interview (to include a presentation of the marketing/advertising assignment) and allowed a few weeks to prepare. Interviews are tentatively scheduled to occur early June 2017 (subject to change). If your agency is selected for an interview and presentation, we recommend that your account services staff take an active role in the presentations.
- Upon conclusion of the interviews, Finalists will be evaluated on their Background & Relevant Experience, Strategic Planning & Account Services, and Creative & Marketing Outreach Capabilities.

VSA reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of VSA’s Board of Directors.

***Evaluation Criteria:***

**Background & Relevant Experience (up to 15 points)**

- Resources/Size
- Staffing
- Experience
- Client List
- Knows San Antonio Market
- Knows Tourism & Meetings Industries
- Case Histories

**Strategic Planning & Account Services (up to 25 points)**

- Research Capabilities (Syndicated & Consumer)
- Process
- Relevant Skills
- Flexibility
- Innovation
- Measurement Tools

**Creativity & Marketing Outreach Capabilities (up to 30 points)**

- Strong Across All Channels
- Driven by Consumer Insights
- Overall Quality of Work
- Digital Media Depth of Capability
- Traditional Media Depth of Capability
- Offline and Online Integration
- Social Media Application
- Tracking Capabilities
- Buying Power
- Innovation
- Public Relations Depth of Expertise
- Media Relations

**SBE Prime Contract Program – 5 pts.**

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive five (5) evaluation criteria points, **and**

**M/WBE Prime Contract Program –10 pts.**

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points.

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.

**SUBCONTRACTING REQUIREMENT:**

Additionally, Respondents will be required to adhere to the City's Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program – For this solicitation, Respondents must subcontract at least thirty percent (30%) of total contract value to SBEDA eligible small M/WBE firms, certified through South Central Texas Regional Certification Agency, headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). Please see the definition of M/WBE in SBEDA Compliance Section.

**Local Preference (LPP) Ordinance (up to 10 points)**

- 10 evaluation points for local businesses headquartered for **one year or more** within the incorporated San Antonio city limits,

**OR;**

- 5 evaluation points for a business with an office within the incorporated limit of the City, which has been established for one year, from which at least 100 of its employees OR at least 20% of its total full-time, part time and contract employees are regularly based; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

**Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance (5 points)**

- 5 evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

**012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

VSA reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to VSA, as determined by the selection committee, upon approval of the VSA Board of Directors.

VSA may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of VSA. However, final selection of a Respondent is subject to VSA Board of Directors approval.

VSA reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. VSA also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

VSA may require the selected Respondent(s) to execute a contract with VSA, prior to VSA Board of Directors award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on VSA until approved by VSA Board of Directors. In the event the parties cannot negotiate and execute a contract within the time specified, VSA reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit VSA to enter into a Contract, award any services related to this RFP, nor does it obligate VSA to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

Conflicts of Interest. Respondent acknowledges that it is informed that this solicitation and resulting contract prohibit a VSA Board member or VSA employee, from having a substantial business and/or financial interest in this solicitation or resulting contract.

Additionally, in accordance with VSA's Conflict of Interest Policy, all VSA employees (full-time, part-time, contract, and temporary) and their family members (spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, step-sibling, brother-in-law, or sister-in-law) are prohibited from being a supplier or vendor to VSA and shall not transact any business in his/her official capacity on behalf of the organization with any entity in which he/she has a substantial business interest.

No financial or business advantage may be derived from being a member of the Board or the appointment to a committee serving the Corporation. Board Members or any committee member shall not participate in a vote or decision on a matter (including a contract) involving a business entity or real property in which the Board Member has a substantial interest or has a family relationship within the third degree by consanguinity or second degree of affinity, as defined by Chapter 573, Texas Government Code, as amended. The Corporation's Code of Ethics (described with the Bylaws) shall govern the actions taken regarding conflicts of interest.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials, VSA Board members, nor employees of VSA (or VSA family members).

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that VSA shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

### **013 - SCHEDULE OF EVENTS**

Following is a list of **projected dates** with respect to this RFP

<b>Action Item</b>	<b>Date</b>
RFP Issue Date	March 15
Pre- Submittal Conference	March 29
Proposals Due	April 19
Identify Short-Listed (Finalist) Agencies	Late April / Early May
Brief Finalist Agencies	Early May
Interviews & Presentations	Early June
Agency Selection	Late June /Early July
Negotiation Period	July – September
Existing Agreement Expires	September 30, 2017

**Note: Dates & Times Subject to Change**

## 014 - RFP EXHIBITS

### RFP EXHIBIT 1

#### SBEDA Ordinance Compliance Provisions

*In accordance with Section 010 "Restriction on Communications", Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, David Rodriguez, may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, **after** the solicitation closing date.*

#### A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

**Waiver Request** - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered. More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.**

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

#### B. Definitions

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

Additional comprehensive definitions to various terms associated to the City's SBEDA program are available at [www.sanantonio.gov/SBO/Small-Business-Development-Advocacy-Program](http://www.sanantonio.gov/SBO/Small-Business-Development-Advocacy-Program)

#### C. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program

terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

- I. CONTRACTOR shall cooperate fully with the City of San Antonio's Small Business Office (CITY/SBO) and Visit San Antonio in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by CITY/SBO, through Visit San Antonio, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
- II. CONTRACTOR shall cooperate fully with any VSA or CITY/SBO investigation (and shall also respond truthfully and promptly to any VSA or CITY/SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
- III. CONTRACTOR shall permit the CITY/SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
- IV. CONTRACTOR shall notify the CITY/SBO, in writing on the Change to Utilization Plan form, through Visit San Antonio, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by Visit San Antonio and the CITY/SBO.
- V. CONTRACTOR shall immediately notify Visit San Antonio and CITY/SBO of any transfer or assignment of its contract with the Visit San Antonio, as well as any transfer or change in its ownership or business structure.
- VI. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
- VII. In instances wherein the CITY/SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
- VIII. CONTRACTOR acknowledges that Visit San Antonio will not execute a contract until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. Visit San Antonio and CITY recommends all Subcontractors to be registered in the CVR.

D. SBEDA Program Compliance – Affirmative Procurement Initiatives

Visit San Antonio and the CITY have applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be

extended to any change order or subsequent contract modification and, absent CITY/SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 5. (d), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm, **and**

**M/WBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 6. (d), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm, **and**

**M/WBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III. D. 6. (b), this contract is also being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **thirty percent (30%)** of its prime contract value to certified M/WBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA).

The Subcontractor/Supplier Utilization Plan which CONTRACTOR submitted to Visit San Antonio and CITY/SBO with its response for this contract and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

In the absence of a waiver granted by the CITY/SBO, failure of a Prime CONTRACTOR to attain this M/WBE subcontracting goal as required in the solicitation shall render its response non-Responsive. Also, in the absence of a waiver granted by the CITY/SBO, failure of a Prime CONTRACTOR to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the City and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with Visit San Antonio or by law.

**Subcontractor Diversity:** The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal of 30% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio architecture and engineering industry, as reflected in the City's Centralized Vendor Registration system for the month of February 2017, African-American owned firms represent approximately 2.73% of available subcontractors, Hispanic-American firms represent approximately 8.19%, Asian-American firms represent approximately 0.66%, Native American firms represent approximately 0.18%, and Women-owned firms represent approximately 4.49% of available architecture and engineering subcontractors.

#### E. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in Visit San Antonio and/or CITY contracts, or other sanctions. This clause is not enforceable by or

for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to Visit San Antonio pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to Visit San Antonio and/or CITY contracts.

F. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new Visit San Antonio and/or CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

G. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to Visit San Antonio for a period not to exceed two years (upon Visit San Antonio Board approval) and the City of San Antonio for a period not to exceed two years (upon City Council approval).

## RFP EXHIBIT 2

### INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to VSA, which shall be clearly labeled "Advertising & Marketing Agency Services" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. VSA will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to VSA. VSA shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by VSA. No officer or employee, other than VSA's President and CEO, shall have authority to waive this requirement.

B) VSA reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will VSA allow modification whereby VSA may incur increased risk.

C) A Contractor's financial integrity is of interest to VSA; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by VSA, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
*if applicable	

D) When applicable, Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the similar categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and VSA as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide VSA with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by VSA's President & CEO or their designee, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by VSA, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by VSA, VSA shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to VSA at the address

provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

Visit San Antonio  
Attn: Javier Tamez, Administration Division  
203 S. St. Mary's, Suite 200  
San Antonio, Texas 78205

F) Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name VSA, its officers, officials, employees, volunteers, and Board members as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with VSA, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to VSA of San Antonio where VSA is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of VSA.
- Provide advance written notice directly to VSA of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to VSA. VSA shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies VSA may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, VSA shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

## RFP EXHIBIT 3

### INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

#### INDEMNIFICATION

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, VSA and VSA Board of Directors, employees, officers, volunteers and representatives of VSA, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon VSA directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence VSA, its Board of Directors, officers or employees, in instances where such negligence causes personal injury, death, or property damage.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise VSA in writing within 24 hours of any claim or demand against VSA or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. VSA shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - VSA shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify VSA, unless such right is expressly waived by VSA in writing. RESPONDENT shall retain VSA approved defense counsel within seven (7) business days of VSA'S written notice that VSA is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, VSA shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by VSA. VSA shall also have the right, at its option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

## RFP EXHIBIT 4

### LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

**VSA is partnering with the City of San Antonio and has incorporated the utilization of the City's Local Preference Program in this solicitation.**

The 82<sup>nd</sup> Texas Legislature adopted a revision to the law that allowed the City of San Antonio ("City") to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

In partnership with the City, this solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

## **RFP EXHIBIT 5**

### **VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

**VSA is partnering with the City of San Antonio and has incorporated the utilization of the City's Veteran-Owned Small Business Preference Program in this solicitation.**

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

**RFP ATTACHMENTS**

**RFP ATTACHMENT A, Part One**

**GENERAL INFORMATION**

**1. Respondent Information:** Provide the following information regarding the Respondent.

Respondent Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship: If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation: If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other: If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

\_\_\_\_\_  
\_\_\_\_\_

List Related Companies:

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2. **Contact Information:** List the one person who VSA may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email: \_\_\_\_\_

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

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5. Where is the Respondent's corporate headquarters located? \_\_\_\_\_

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the San Antonio office. \_\_\_\_\_

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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**8. Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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**9. Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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## REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

### Reference No. 1:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 2:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 3:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

## RFP ATTACHMENT A, Part Two

### **BACKGROUND & RELEVANT EXPERIENCE**

Please provide the following basic facts about your agency:

1. Gross billings for 2014, 2015, 2016 and a forecast for the coming year. Note: If unable to share the exact information at this time, please provide ranges.
2. Identify your agency's departments and specify whether the functions are performed in-house or outsourced. Also include the number of full-time personnel and breakdown according to function.
3. Describe your agency's unique point-of-difference within the following:
  - a. position in the marketplace
  - b. strongest capabilities or service niches
4. Active client list and billings (or range) with year acquired.
5. Provide a list of the accounts lost in the last two (2) years to include an explanation as to why the contract terminated.
6. Identify your agency's current distribution of work product by media type (network TV, cable TV, spot TV, radio, outdoor, newspaper, consumer magazine, trade publication, direct response, online, digital, mobile, social media and other non-traditional). Provide rough spend figures and percentages by media type.
7. Describe what position a \$7-\$8 million account would have on your roster.

### **Staffing and Relationships**

1. Describe your agency's experience in travel-related accounts. Provide a list of current staff experienced with said account as well as a list of companies with whom they worked, total number of years experience in this industry, and current position within your agency.
2. Describe the team that you would dedicate to Visit San Antonio's size and characteristics. Include their level of experience and how familiar they are with the travel industry. If your agency is based outside of San Antonio, which of your staff would be based in San Antonio?
3. Describe the agency's participation in Travel Industry Associations and how active the agency or staff are in identifying and staying updated with travel industry trends.

### **Relevant Experience**

1. Describe 2-3 examples of your agency's experience in destination marketing, including the leisure travel market, meetings/convention market, and travel trade market. For each listing, highlight your agency's ability to generate relevant strategy and effective communications that speak to relevant audiences, particularly as it relates to your understanding of the "sweet spot" of each audience
2. Every agency, during its history, has faced challenges with a quick turnaround. Please share an example of a campaign that had a short window of opportunity and what results did it produce? (Limit to 1 page)
3. Describe in what way you are familiar with the San Antonio market.

### **Billing and Rates**

1. What is your agency's billing policy regarding:
  - a. Frequency of billing to the client
  - b. Terms of payment (media, productions, fees)
  - c. Billing time increments less than one hour (e.g., 15 minutes, 30 minutes)
2. Describe your accounting and internal auditing procedures.
3. Please share your hourly rates per department. (e.g., account services, planning, creative, media, public relations and other related categories)
4. In an account of the characteristics of Visit San Antonio, what is your best estimate of the amount of hours per department that you would expect to invest to fulfill the described scope of work?
  5. If your agency has experience with a compensation model other than a retainer fee supported by hour tracking reports, please include for discussion. (limit to 1 page)

## **RFP ATTACHMENT A, Part Three**

### **STRATEGIC PLANNING AND ACCOUNT SERVICES**

#### **Prepare and submit responses to the following items:**

1. Describe your agency's suggested account services processes to maintain an active day to day relationship with your client and fulfill the described scope of work. Describe the teams availability/flexibility to attend any short window reactions (limit to 1 page)
2. Describe your agency's approach to strategic planning and the evaluation measures that are imposed during the process to ensure that the thinking generated and solutions presented best serve the interests of the client. (Limit to one page)
3. Provide an explanation of how your agency measures/determines the effectiveness of advertising/marketing programs and campaigns including return on investment (ROI). (Limit to one page)
4. Provide an explanation on how your agency measures the effectiveness of website, social media and any other online engagement vehicle. What infrastructure does the agency have to provide learnings and insights from online activity or non -traditional innovative vehicles? Provide examples. (Limit to one page)
5. Provide an explanation of how your agency measures/determines the effectiveness of public relations programs and campaigns including return on investment (ROI) and media value. (Limit to one page)
6. What research resources does your agency own to help identify consumer insights (limit to 1 page)
7. Describe your historical success in negotiating co-branding opportunities such as brand CO-OP partnerships within a specific industry or outside the specific industry.
8. Mexico and Canada are key international markets for Visit San Antonio, each with specific variables today that can affect their travel options both positively and negatively. What experience do you have in these markets and how can you define San Antonio's opportunity to spur travel decisions? Do you have any research/data to support your thoughts? (limit to two pages)

## **RFP ATTACHMENT A, Part Four**

### **CREATIVITY AND MARKETING OUTREACH CAPABILITIES**

#### **Prepare and submit responses to the following items:**

1. Describe your creative process including providing several examples of work that best exemplifies your agency's branding skills.
  
2. Provide examples of your agency's creative work that cover an integration of communications efforts across a wide spectrum of disciplines and consumer touch points. You may provide samples in electronic format (e.g. CD, DVD and Flash Drive). Please include samples of:
  - Consumer Print
  - Digital / Online (Desktop & Mobile)
  - TV
  - Radio
  - Direct
  - Collateral
  - Public Relations Media Pitches/Story Ideas
  - Public Relations Media Releases
  - Public Relations Media Newsletters

For each sample noted above, briefly describe the work your agency produced and results or ROI of the effort

3. Provide examples of your agency's work that reflect "thinking out of the box" in terms of strategic insights, creative communications and use of media vehicles. You may provide samples in electronic format (e.g. CD, DVD and Flash Drive).

## **DIGITAL**

### **Prepare and submit responses to the following items:**

1. From digital/social/mobile perspective, describe your agency's strengths.
2. Describe your agency's digital services, including online and digital media buying and planning capabilities/experience, and the length of time you've been providing these services.
3. Describe how you monitor and track social media activity and how you work in tandem with your client to engage in real time conversations with customers.
4. Describe how your agency has aligned a digital/social strategy with other traditional off-line channels.
5. Describe your two most digital/social/mobile interactive programs and show your work. You may provide samples in electronic format (e.g. CD, DVD and Flash Drive).

## **MEDIA**

### **Prepare and submit responses to the following items:**

1. Briefly outline your agency's overall media capabilities (traditional and digital/social), e.g., media data/intelligence resources, planning, buying, implementation, monitoring, evaluation and overall stewardship of your client's funds. If all or a certain portion of your clients' media is not planned or purchased by your agency, please indicate with whom your agency works in this regard.
2. Detail your agency's approach for identifying key-target markets/audiences and the process for determining and buying the appropriate media to reach those audiences. (Limit to one page)
3. List all syndicated media/market research to which you subscribe as well as any proprietary research tools which aid you in your planning/buying processes. Describe the types of tools/services used to optimize the client's media investment and indicate items that are proprietary to your organization.
4. Describe your historical success in negotiating media below "Rate Card" for both print, broadcast and digital media.
5. Describe your historical success in negotiating digital media using metrics like pay per click, click thru rates or other metrics.)

## **PUBLIC RELATIONS**

### **Prepare and submit responses to the following items:**

1. Describe your agency's in-house capabilities, if any, for media relations and public relations (PR). Provide a list of your agency's most current clients receiving said services.
2. Outline the number and titles of staff to be assigned to VSA for media relations and public relations.
3. Outline a successful PR campaign your agency has implemented. (Limit response to one page) and how it aligned with the marketing efforts?
4. Outline your media outlet/contact research and pitching process.
5. Describe how your agency researches travel trends and incorporates them into story ideas and pitches.
6. Describe how you monitor, track and value media activity.
7. What methodology do you use to account for Earned Media Value? Do you count Social Media as part of it and how do you value it?
8. Provide a sample PR plan and associated releases and media pitches for pitching culinary travel to San Antonio to California-based media.

## RFP ATTACHMENT B



### Contracts Disclosure Form

1. Name of person submitting this disclosure form.

First: \_\_\_\_\_ M.I. \_\_\_\_\_ Last: \_\_\_\_\_ Suffix: \_\_\_\_\_

2. Contract information.

Contract or project name: "ADVERTISING & MARKETING AGENCY SERVICES"

3. Name of individual(s) or entity(ies) seeking a contract with Visit San Antonio (i.e. parties to the contract).

\_\_\_\_\_

4. List any individual(s) or entity(ies) that is a partner, parent, or subsidiary entity(ies) of the individual or entity listed in Question 3.

- Not applicable - Contracting party(ies) does not have partner, parent, or subsidiary entities.
- Names of partner, parent, subsidiary entities, and all the board members, executive committee members and officers of each entity: \_\_\_\_\_

5. List any individuals or entities that will be subcontractors on this contract.

- Not applicable. No subcontractors will be retained for this contract.
- Subcontractors may be retained, but have not been selected at the time of this submission.
- List of subcontractors, including the name of the owners (s), and business name.

6. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue for any Visit San Antonio Board member?

- I am not aware of any conflict(s) of interest issues for Visit San Antonio Board members.
- I am aware of the following conflicts(s) of interest:  
\_\_\_\_\_

7. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member served on the Visit San Antonio Board of Directors?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on the Visit San Antonio Board of Directors?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on the Visit San Antonio Board of Directors:

- No
- Yes

### Acknowledgements

**1. Updates Required**

I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the Visit San Antonio Board of Directors, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

**2. No Contact with VSA Board Members or Staff during Contract Evaluation**

I understand that a person or entity who seeks or applies for a VSA contract or any other person acting on behalf of that person or entity is prohibited from contacting VSA Board members and VSA employees regarding the contract after a Request for Proposal (RFP) has been released.

If contact is required with VSA Board members or VSA employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision may lead to disqualification of their offer from consideration.

### Oath

I swear or affirm that the statements contained in the Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name or DBA: \_\_\_\_\_

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

Please fill this form out and submit completed form with proposal to Visit San Antonio.  
203 S. St. Mary's Street  
Suite 200  
San Antonio, TX 78205

## RFP ATTACHMENT C

### LITIGATION DISCLOSURE FORM

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for Visit San Antonio, the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with Visit San Antonio, the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_ No \_\_\_

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

**RFP ATTACHMENT D**

**SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN FORM**

Posted as a separate document

**RFP ATTACHMENT E**

**LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM**

Posted as a separate document.

**RFP ATTACHMENT F**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM**

Posted as a separate document.

## **RFP ATTACHMENT G**

### **EXCEPTION TO TERMS**

**If Applicable - In the event that Respondent has any exceptions to any of the conditions or requirements found in this RFP, then Respondent shall identify each specific exception in an Attachment G and include a detailed explanation regarding each exception.**

## RFP ATTACHMENT H

### SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, with the understanding that the scope and any compensation provisions will be negotiated and included in the final document.

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 and 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during proposal presentation & interview process, if any.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the General Information Form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

Respondent agrees to comply with the Restriction on Communications provision of this RFP and that violations of that provision may result in disqualification of proposal from consideration or termination of contract, once awarded.

(S)he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page may result in rejection of your proposal.

\_\_\_\_\_  
Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

## RFP ATTACHMENT I

### PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information & References Questionnaire, RFP Attachment A, Part One	
Background & Relevant Experience Questionnaire, RFP Attachment A, Part Two	
Strategic Planning and Account Services, Questionnaire RFP Attachment A, Part Three	
Creativity and Marketing Outreach Capabilities Questionnaire, RFP Attachment A, Part Four	
* Contracts Disclosure Form RFP Attachment B	
Litigation Disclosure RFP Attachment C	
* SBEDA Form – Subcontractor/Supplier Utilization Plan Form RFP Attachment D; and Associated Certificates, if applicable	
* Local Preference Program Identification Form RFP Attachment E	
* Veteran-Owned Small Business Preference Program RFP Attachment F	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Exception to Terms (if applicable), RFP Attachment G	
Financial Information – See page 13 under Section 007 – Proposal Requirements, Tab 13	
* Signature Page RFP Attachment H	
Proposal Checklist RFP Attachment I	
One (1) Original Complete Proposal, Sixteen (16) hard copies in full color of Tabs 1-5 referenced in Section 007 – Proposal Requirements, One (1) CD or USB of entire proposal in PDF format.	

\* Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.