



**Notice Requesting Proposals for
Content Marketing Services
for the San Luis Obispo Tourism Business Improvement District**

The City of San Luis Obispo is requesting proposals from qualified vendors for services associated with the **Content Marketing Services** for the San Luis Obispo Tourism Business Improvement District (TBID).

All firms and parties interested in receiving further correspondence regarding this Request for Proposals (RFP) will be required to complete a free registration using BidSync (<https://www.bidsync.com/bidsync-app-web/vendor/register/Login.xhtml>). All proposals must be received via BidSync by the Department of Finance at or before **July 23, 2021 at 2:00 PM** when they will be opened electronically in BidSync. Proposals received after said time may not be considered. Proposals shall be submitted using the forms provided in the project package.

An optional pre-proposal webinar will be held to answer any questions that the prospective proposers may have regarding the TBID's request for proposals.

Pre-proposal Webinar Information

July 8, 2021 at 10:00 am PST

Webinar Registration Link:

https://slocity-org.zoom.us/webinar/register/WN_BtmaHGYQT0ehmPh6SFcMpQ

Webinar ID: 968 6612 1059 Passcode: 310641

Project packages and additional information may be obtained at the City's BidSync website at www.BidSync.com. Please contact **City of San Luis Obispo Tourism Manager, Molly Cano**, at mcano@slocity.org with any questions.

For technical help with BidSync please contact BidSync tech support at 800-990-9339.



The City of San Luis Obispo is committed to including disabled persons in all of our services, programs and activities. Telecommunications Device for the Deaf (805) 781-7410.

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A. INTRODUCTION

The City of San Luis Obispo's ("City") Tourism Business Improvement District (hereinafter referred to as the "TBID") seeks proposals from experienced and qualified vendors that wish to serve as a contractor for content marketing services - specifically the creation, curation, and execution of social media services for the ShareSLO accounts.

For the purposes of this RFP, the words "Proposer", "Bidder", "Contractor", "Consultant", and "Vendor" shall be used interchangeably and read to be the same. Failure to submit all the mandatory components of this RFP may result in the determination that the Proposal is not eligible for further consideration. As such, each Proposer is directed to carefully review the proposed Agreement (Attachment A) and the insurance and indemnification provisions therein.

The proposals will be reviewed and ranked according, but are not limited to, demonstrated knowledge of San Luis Obispo as a community, understanding and knowledge of the requirements as set forth in this RFP, references of comparable services and personnel assigned, value, creativity and distinguishing features, skills and/or services proposed.

I. Background

San Luis Obispo is a leading tourism destination on the Central Coast of California. The city is at the heart of the vibrant San Luis Obispo County region (also known as "SLO CAL"). Approximately, 1.5 million visitors annually visit San Luis Obispo to enjoy the destination offerings like the charming downtown, iconic attractions like the Mission, Bubblegum Alley and Downtown SLO Farmers' Market, Cal Poly State University, or use SLO as home base when visiting the nearby beaches, wine regions or other attractions.

In October 2008, the San Luis Obispo City Council established the San Luis Obispo Tourism Business Improvement District (TBID). The TBID is a special assessment district within the city that provides specific benefits to payors, by funding marketing, advertising, promotions, and sales efforts for assessed businesses. To manage the district's activities, the City Council appointed an Advisory Board of hoteliers to make recommendations to Council regarding the use of the assessment funds. The Board's primary focus is to promote San Luis Obispo as a visitor destination to enhance the economic wellbeing of the lodging industry. In order to achieve this work, the TBID retains a mix of professional marketing contractors that progress the destination marketing efforts to remain competitive and expand SLO's market share.

In 2012, the TBID established 'ShareSLO' as a sub-brand to the TBID's destination marketing and the social media presence of the TBID across multiple social platforms as the destination specific account. Since that time, ShareSLO has been inspirational and informative to the San Luis Obispo community and visitors alike through sharing everything "SLO" from happenings to experiences.

In 2014, the TBID began a '#ShareSLO Street Team' program managed by the agency-of-record (AOR) to curate content by engaging locals as influencer. The objectives of this program were to increase awareness of the #ShareSLO campaign, maximize the ShareSLO reach by leveraging influencer social networks, inspire community members to use '#ShareSLO' and to curate SLO content. The program of using many people has not continued, however the objectives for the program are still relevant.

In 2020, the San Luis Obispo TBID retained Noble Studios + DCI as the marketing AOR. Both agencies are located outside California and have limited destination presence. Without having a local agency

representative in San Luis Obispo, the ShareSLO social media content and engagement began to drop and lost the charm of having a true local voice that is needed to grow the ShareSLO social followings. After consideration and an understanding with Noble Studios, the TBID has decided to seek a local professional contractor or agency that understands the local environment, can fully manage the ShareSLO social channels, and will use creative and strategic methods to take ShareSLO to the next level as a professional business account that feels like a relatable local influencer.

II. Objective

The TBID is requesting proposals for a full-service social media content marketing contractor to conduct the organization's overall social media management and strategy efforts. The TBID is looking for passionate, committed, creative people with big ideas but possess the ability to execute those ideas effectively on behalf of the destination on all ShareSLO social media platforms such as Instagram, Facebook, Twitter, Pinterest and more.

Responding contractors should have experience in social media management for travel destinations and/or lifestyle brands. The prosper must have a demonstrated knowledge of San Luis Obispo as a community, as well as knowledge and proven experience in leveraging a variety of social tools such as posts, reels, stories to achieve a creative and effective account strategy. The contractor will be responsible for developing and executing a comprehensive strategic organic social media plan for ShareSLO in alignment with the TBID's overall marketing and business objectives.

III. Contract Term & Financing

The successful proposer will enter into a contract for services with the City of San Luis Obispo. The duration of the initial contract between the City and the selected vendor is expected to begin September 1, 2021 and terminate on June 30, 2022. The City - based on the recommendation of the TBID Board - reserves the right to renew the agreement twice for total of three (3) fiscal years. There will be reviews annually in each year prior to renewal consideration. Proposed renewals will be assessed according to program direction, available funding, quality of service, consistency of price and scope of work continuity. Funding is dependent on the actualization of the overall TBID revenues.

This contract will initially be funded up to \$86,000 for services rendered in FY 21-22. The budget to fulfill this contract is inclusive but not limited to social media creative content strategy, creative production, account and channel management, and hard costs expenses. However, the City reserves the right to adjust both the budget and related services.

IV. Contractor Description

The ideal contractor will have experience in strategy development and execution including managing and producing content for use across all social platforms and other relevant channels for a brand or business. The contractor will need to work collaboratively with staff and the TBID's AOR but must be able to manage multiple social platforms and a social calendar independently. The contractor must be accessible to the city of San Luis Obispo daily for original content production. The ideal contractor must be acquainted with San Luis Obispo's businesses, attractions, events, organizations and similar social accounts to create and curate timely and relevant content.

V. Response Structure

Prospective respondents are to submit proposals which demonstrate adeptness at providing a strategic (and innovative) approach to content marketing for organic social media. To allow for varied business models to participate in this RFP process, the TBID will accept responses including:

- An individual/agency may provide a response for the entire scope of services.
- One individual/agency may provide a response for the scope of the services achieved through subcontracting portions of work from alternate agencies. These proposals will need to identify the lead contracting agency and subcontracting agencies and delineate the assigned work.
- Multiple agencies may collaborate to present a single proposal that includes the full scope of work. These proposals will need to demonstrate previous projects that have required similar collaboration and a clear definition of how communication will maximize the partnership of these companies.

B. SCOPE OF WORK

The City of SLO's TBID is seeking a Content Marketing Services Contractor to strategize, produce, manage, and report on all the TBID's owned organic content through a nine-month Professional Services contract.

As part of the 2019-2024 Strategic Plan, the TBID seeks to 'elevate the SLO brand and experience'. The ShareSLO brand presence on social media is integral to that success. To better achieve this initiative through content marketing services, the City's TBID is seeking a contractor that will perform all the following:

Social Media Strategy

- Develop and implement a comprehensive social media strategy including utilization of the TBID's strategic initiatives, marketing plan, branding documents and insights – plus other relevant resources provided by the contractor. Content must always be appropriate and in good taste, and incorporate (when feasible) the TBID's alignment with the City's major goals such as sustainability and DEI.
- Meet quarterly with the TBID agency of record and staff to collaborate on the social strategy alignment with the overall TBID marketing and content objectives.
- Collaborate with community businesses and strategic partners to curate content across multiple channels.
- Identify strategic partner accounts, local organization accounts, business accounts, travel related accounts, influencer accounts and relevant community member accounts to leverage and curate from to expand the ShareSLO audience.
- Establish measurable goals annually and quarterly.
- Recommend and provide other social platforms and tools as needed to achieve strategic goals.
- Assess the number and types of posts regularly for a balanced but proactive social presence.
- Research and leverage SLO activities, events and trends to post relevant and timely content.
- Identify key hashtags that should be used and promoted to elevate ShareSLO content.
- Use critical thinking and forward-thinking strategies as the voice of ShareSLO.
- Accomplish a verified account status for ShareSLO's Instagram account.

Creative Services

- Create original content that can be used on social media as well as other TBID channels.

- Produce all necessary elements including design, photography and videography to create posts, stories, reels, IGTV and other creative social media tools.
- Update and create story highlights regularly on the ShareSLO Instagram account.
- Attend community events to capture relevant and timely content to be the voice and eyes of San Luis Obispo.
- Post with the mindset of a professional influencer and a professional business account.
- Create social media toolkits as needed for partners to use that meet the SLO TBID's goals – both for ShareSLO channels or for ShareSLO presences on other channels.
- Utilize the TBID's owned asset for content production.
- Produce content that feels welcoming for all audiences and demonstrates diversity, equity and inclusion at all times.
- Engage with contracted influencers by reposting, saving and sharing content through appropriate social platforms.

Platform and Community Management

- Provide social media management including monitoring, curating, creating, posting, filtering and measuring the social media presence of ShareSLO across common digital platforms such as Instagram, Facebook, Twitter, Pinterest, Google Travel Stories and more.
- Use an always on approach when managing the ShareSLO social channels and consistently engage with social users and community accounts by liking posts and responding to comments and direct messages in a timely manner while using the voice of SLO at all times.
- Manage content in accordance with best practices as a business and community voice.
- Manage a social calendar for ShareSLO posts, stories, ideas and strategy.
- Maintain a prepared but flexible approach to scheduled posts within the social calendar.
- Update the ShareSLO profile as needed within the developed strategy and create linktrees that drive traffic to VisitSLO.com.
- Update cover photos and profile photos as and if needed.
- Create and organize asset galleries within CrowdRiff.
- Request user generated photo rights regularly by using CrowdRiff and uploading manually approved rights into the platform.
- Update the followed hashtags in CrowdRiff regularly as needed.
- Manage the variety of services, tools and platforms needed to accomplish contractor responsibilities (Crowdriff).
- Collaborate with staff and AOR regularly and manage deadlines for timely reviews and approvals of content.

Measurements and Reporting

- Develop measure and report on social KPIs and overall performance monthly, quarterly and annually.
- Measure and report specific communication outcomes as needed.
- Measure and report on engagement and enhancement of number of followers.
- Provide a monthly written activity report for City Staff and the TBID Board.
- Attend and report to the TBID Board quarterly and annually.

Other Possible Content Service Additions

The management of the ShareSLO social channels will be the primary focus for this contract, however the production of content for other owned channels as needed such as blogs, VisitSLO.com website content, newsletter copy, or small design projects may be requested.

REFERENCE MATERIALS

Provided below are several TBID documents and plans related to the past, current and future marketing efforts. The following should be carefully considered and integrated into the proposal:

- [2020-21 Marketing Plan](#)
- [2019-24 Revised TBID Strategic Plan](#)
- [VisitSLO.com](#)
- Links to existing ShareSLO channels:
 - [Facebook](#)
 - [Instagram](#)
 - [Twitter](#)
 - [YouTube](#)
 - [Pinterest](#)

C. PROJECT SCHEDULE

Preliminary Schedule	Tasks
September 1, 2021	Anticipated Start Date
September 1-30, 2021	Onboarding and Transition
June 30, 2022	Contract Concludes*

* The duration of the initial contract between the City and the selected vendor is expected to begin September 1, 2021 and terminate on June 30, 2022. The City reserves the right to renew the agreement twice for total of three (3) fiscal year periods.

D. PROJECT BUDGET

As referenced in Part A Section III Contract Term & Financing, this contract will initially be funded up to \$86,000 for services rendered for the 2021-2022 fiscal year commencing September 1, 2021. Funding at this level is dependent on the actualization of the overall TBID revenues. The budget to fulfill this contract is inclusive but not limited to social media creative content strategy, creative production, account and channel management, and hard costs expenses. However, the City reserves the right to adjust both the budget and related services. The City is open to multiple avenues of service remuneration, depending upon the preferences of the agency, in relation to TBID's annual budget allocation.

E. GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal (bidder) shall meet all the terms, and conditions of the Request for Proposals (RFP) project package. By virtue of its proposal submittal, the bidder acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Proposal documents shall be submitted electronically via BidSync. However, if you can't submit electronic please send your bid copy in a sealed envelope to the Department of Finance, City of

San Luis Obispo, 990 Palm Street, San Luis Obispo, CA, 93401. To guard against premature opening, the proposal should be clearly labeled with the proposal title, project number, name of bidder, and date and time of proposal opening. No FAX submittals will be accepted.

3. **Insurance Certificate.** Each proposal must include a certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the bidder's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award. The City's insurance requirements are detailed in Section E.

4. **Proposal Quotes and Unit Price Extension.** The extension of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Proposal Submittal Form(s). Any lump sum bid shall be stated in figures. The Proposal Submittal Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the proposal total will be corrected to conform to the specified unit price.
5. **Proposal Withdrawal and Opening.** A bidder may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Director of Finance for its withdrawal, in which event the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than that stated in the "Notice Inviting Bids/Requesting Proposals" will be considered. All proposals will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the proposals.
6. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested as the primary submitter in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a bidder submitting a proposal, or who has quoted prices on materials to such bidder, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other bidders submitting proposals.
7. **Communications.** All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

CONTRACT AWARD AND EXECUTION

8. **Proposal Retention and Award.** The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.

9. **Competency and Responsibility of Bidder.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of bidders. Bidders will provide, in a timely manner, all information that the City deems necessary to make such a decision.
10. **Contract Requirement.** The bidder to whom award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award. The contract shall be made in the form adopted by the City and incorporated in these specifications.

CONTRACT PERFORMANCE

11. **Insurance Requirements.** The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section E of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
12. **Business License & Tax.** The Contractor must have a valid City of San Luis Obispo business license & tax certificate before execution of the contract. Additional information regarding the City's business tax program may be obtained by calling (805) 781-7134.
13. **Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with all federal, state, county, city, and special district laws, ordinances, and regulations.
14. **Laws to be Observed.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of San Luis Obispo ordinances, regulations and adopted codes during its performance of the work.
15. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
16. **Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.
17. **Safety Provisions.** The Contractor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
18. **Public and Employee Safety.** Whenever the Contractor's operations create a condition hazardous to the public or City employees, it shall, at its expense and without cost to the City, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.
19. **Preservation of City Property.** The Contractor shall provide and install suitable safeguards, approved by the City, to protect City property from injury or damage. If City property is injured or damaged resulting from the Contractor's operations, it shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor began work.

20. **Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United State pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
21. **Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
22. **Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.
23. **Payment Terms.** The City's payment terms are 30 days from the receipt of an original invoice and acceptance by the City of the materials, supplies, equipment, or services provided by the Contractor (Net 30).
24. **Inspection.** The Contractor shall furnish City with every reasonable opportunity for City to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done, and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
25. **Audit.** The City shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its invoices to City as a condition precedent to any payment to Contractor.
26. **Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.
27. **Hold Harmless and Indemnification.**
 - (a) **Non-design, non-construction Professional Services:** To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall

indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(b) Non-design, construction Professional Services: To the extent the Scope of Services involve a "construction contract" as that phrase is used in Civil Code Section 2783, this paragraph shall apply in place of paragraph A. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), Consultant shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance or Consultant's failure to perform its obligations under this Agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

(c) Design Professional Services: In the event Consultant is a "design professional", and the Scope of Services require Consultant to provide "design professional services" as those phrases are used in Civil Code Section 2782.8, this paragraph shall apply in place of paragraphs A or B. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) Consultant shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, volunteers and agents ("City Indemnitees"), from and against all claims, damages, injuries, losses, and expenses including costs, attorney fees, expert consultant and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of Consultant, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. Negligence, recklessness or willful misconduct of any subcontractor employed by Consultant shall be conclusively deemed to be the negligence, recklessness or willful misconduct of Consultant unless adequately corrected by Consultant. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this Agreement, the Consultant shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. In no event shall the cost to defend charged to Consultant under this paragraph exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs.

(d) The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

28. **Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.
29. **Termination for Convenience.** The City may terminate all or part of this Agreement for any or no reason at any time by giving 30 days written notice to Contractor. Should the City terminate this Agreement for convenience, the City shall be liable as follows: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten (10) percent of the total purchase price; (b) for custom products, the less of a reasonable price for the raw materials, components work in progress and any finished units on hand or the price per unit reflected on this Agreement. For termination of any services pursuant to this Agreement, the City's liability will be the lesser of a reasonable price for the services rendered prior to termination, or the price for the services reflected on this Agreement. Upon termination notice from the City, Contractor must, unless otherwise directed, cease work and follow the City's directions as to work in progress and finished goods.
30. **Termination.** If, during the term of the contract, the City determines that the Contractor is not faithfully abiding by any term or condition contained herein, the City may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor a 10 (ten) calendar day notice of time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the City may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the terminations thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the City's Notice of Termination, minus any offset from such payment representing the City's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the City's assessment of the value of the work-in-progress in completing the overall work scope.

The City reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the City's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

SPECIAL TERMS AND CONDITIONS

1. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of Section B (General Terms and Conditions) of these specifications, the contract will be awarded to the lowest responsible, responsive proposer.
2. **Sales Tax Reimbursement.** For sales occurring within the City of San Luis Obispo, the City receives sales tax revenues. Therefore, for bids from retail firms located in the City at the time of proposal closing for which sales tax is allocated to the City, 1% of the taxable amount of the bid will be deducted from the proposal by the City in calculating and determining the lowest responsible, responsive proposer.
3. **Labor Actions.** In the event that the successful proposer is experiencing a labor action at the time of contract award (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the lowest responsible, responsive proposer and to accept the next acceptable low proposal from a proposer that is not experiencing a labor action, and to declare it to be the lowest responsible, responsive proposer.
4. **Failure to Accept Contract.** The following will occur if the proposer to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a proposer's bond or security is required; and an award may be made to the next lowest responsible, responsive proposer who shall fulfill every stipulation as if it were the party to whom the first award was made.
5. **Contract Term.**
The supplies or services identified in this specification will be used by the City for up to one year. The prices quoted for these items must be valid for the entire period indicated above unless otherwise conditioned by the proposer in its proposal.
6. **Contract Extension.** The term of the contract may be extended by mutual consent twice for an additional one-year term each extension for a total of three fiscal years.
7. **Supplemental Purchases**
Supplemental Purchases. Supplemental purchases may be made from the successful proposer during the contract term in addition to the items listed in the Detail Proposal Submittal Form. For these supplemental purchases, the proposer shall not offer prices to the City in excess of the amounts offered to other similar customers for the same item. If the proposer is willing to offer the City a standard discount on all supplemental purchases from its generally prevailing or published price structure during the contract term, this offer and the amount of discount on a percentage basis should be provided with the proposal submittal.
8. **Contractor Invoices.**
The Contractor may deliver a monthly invoice to the City with attached copies of detail invoices as supporting detail.
9. **Non-Exclusive Contract.** The City reserves the right to purchase the items listed in the Detail Proposal Submittal Form, as well as any supplemental items, from other vendors during the contract term.

10. **Unrestrictive Brand Names.** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any brand that meets or exceeds the quality of the specifications given for any item. In the event an alternate brand name is proposed, supplemental documentation shall be provided demonstrating that the alternate brand name meets or exceeds the requirements specified herein. The burden of proof as to the suitability of any proposed alternatives is upon the proposer, and the City shall be the sole judge in making this determination.
11. **Delivery.** Prices quoted for all supplies or equipment to be provided under the terms and conditions of this RFP package shall include delivery charges, to be delivered F.O.B. San Luis Obispo by the successful proposer and received by the City within 90 days after authorization to proceed by the City.
12. **Start and Completion of Work.** Work on this project shall begin immediately after contract execution and shall be completed within 90 calendar days thereafter, unless otherwise negotiated with City by mutual agreement.
13. **Change in Work.** The City reserves the right to change quantities of any item after contract award. If the total quantity of any changed item varies by 25% or less, there shall be no change in the agreed upon unit price for that item. Unit pricing for any quantity changes per item in excess of 25% shall be subject to negotiation with the Contractor.
14. **Submittal of References.** Each proposer shall submit a statement of qualifications and references on the form provided in the RFP package.
15. **Statement of Contract Disqualifications.** Each proposer shall submit a statement regarding any past governmental agency bidding or contract disqualifications on the form provided in the RFP package.

PROPOSAL CONTENT

1. **Proposal Content.** Your proposal must include the following information:

Submittal Forms

- Proposal submittal summary.
- Certificate of insurance.
- References from at least three businesses for whom you have provided similar services.
- Professional work product samples of the services included in the proposal including social accounts and examples of top content generated for those accounts.

Qualifications & Description of Proposer

- a. **Services & Activities.** Provide a description of the vendor's services and activities. Provide the year in which the business was formed. Note the business's history and expertise in social media management or destination marketing. List the location from which the primary work on the contract would be performed and size of company by headcount.
- b. **Personnel/Management.** Identify those individuals on the team who will manage the contract work by position title. Identify specific individuals who will be conducting day-to-day activities. Include the number of years employed by the business. Note who will be the contract manager and primary contact. Please indicate availability and accessibility of agency resources and staff devoted to ShareSLO accounts including number of other accounts managed.
- c. **Subcontractors.** Identify any proposed subcontractors and document which portions of service they will perform. Additionally, Proposer should submit signed letters of commitment for all proposed subcontractors. The use of subcontractors is subject to approval by the Tourism Manager. In the case subcontractors are approved their costs will be the responsibility of the vendor and should be included in the proposal and Scope of Work (SOW).
- d. **Experience.** Provide a description of experience of the vendor in performing work and projects relevant to the Scope of Work outlined and described in the request. List businesses/brands/social accounts that your business has performed similar work for with descriptions of the scope of work provided for each. Please indicate if full service social account management was provided or specific projects only.
- e. **Conflicts of Interest and Existing Clients.** You must certify that there are no conflicts of interest between any existing contracts. Client relationships that could potentially be a conflict of interest must be listed together with a discussion of how the agency will resolve the potential conflict of interest. Provide the number of existing client accounts that are managed by your agency at one time. Indicate the number of accounts that a ShareSLO account manager would be responsible for at any point in time and the difference in size by percentage for comparison.
- f. **Social Media Philosophy.** Explain your approach to social media management, production, and creative services for professional business accounts. Describe your posting style and

elements that make your work unique. Provide information on your social media philosophy in times of crisis or how your agency handles unwanted social media chatter that could be controversial.

- g. Vision for ShareSLO. Describe your vision for the ShareSLO brand and/or the social media and content marketing for the TBID. Describe how you would work with staff
- h. Tools, Resources and Software. Identify the tools and resources the business will use to perform the work. This may include services like Canva, Hootsuite, etc. Describe the resource, what it will be used for in the work, and list costs associated. All costs of tools and services will be the responsibility of the vendor and should be included in the proposal and Scope of Work (SOW). *Note: The TBID maintains a contract with CrowdRiff which will be provided to the selected vendor.*
- i. Assumptions. Describe any assumptions critical to development of the response which may impact cost or scope including expectations of or needs from the TBID Board, staff, or AOR.
- j. Any other information that would assist us in making this contract award decision.

Service Proposal

Based on the project areas outlined in the Scope of Work, provide a detailed proposal on the services that would be provided to the City for social media strategy, creative services, platform and community management, and measurement and reporting. The Proposer should prove capability; describing strategies to be used. Sufficient detail must be given and must include examples of past or proposed work and managerial experience.

Proposal must contain a social calendar outlining one week of example scheduled content for ShareSLO social platforms. This calendar may be provided as an appendix to the Service Proposal.

Cost Proposal

Please provide a cost proposal, not to exceed \$86,000, to achieve the Service Proposal described in this RFP. Proposer shall provide an overview of how they would allocate the TBID budget using percentages. These allocations will be used to demonstrate your agency's philosophy on resource allocation and compensation. Cost proposal must contain all costs that would be invoiced to the City for the performance of the services outlined in the SOW.

Please provide a rate sheet for all work elements described in this RFP.

The proposal should contain:

- Hourly billing rates
- Projected hours by task
- Hard costs for tools and platforms used
- Any additional costs/charges
- Terms of payment

Please also provide your point of view on compensation for this contract – retainer, bill-by-project, hourly fees or any hybrid approach.

Proposal Length

Proposal length should be a maximum of 15 pages, not including the submittal forms and appendices. Proposal length is inclusive of the response to the Qualifications & Description of Proposer, Service Proposal and Cost Proposal.

2. **Proposal Evaluation and Selection.** Proposals will be evaluated by the TBID Board using a two-phase selection process as follows:

Phase 1: Written Proposal Review/Finalist Candidate Selection. The written proposals will be evaluated by a taskforce of the Board on the following criteria:

- Understanding of the work required by the TBID.
- Quality, clarity and responsiveness of the proposal.
- Demonstrated competence, skills and professional qualifications necessary for successfully performing the work required by the TBID.
- Demonstrated knowledge of San Luis Obispo as a community.
- Recent experience (team + individuals) in successfully performing similar services.
- Creativity of the proposed approach in completing the work.
- Value.
- References.
- Quality of the proposed sample content calendar.

Prosper candidates may be asked to participate in an in-person interview with the taskforce and staff. The purpose of this interview is to clarify and resolve any outstanding questions or issues about the proposal.

Phase 2: Oral Pitch Presentation and Vendor Selection. Finalist candidates will make an in-person pitch presentation to the TBID Board and staff. The purpose of this pitch is to share with the TBID Board the proper’s vision, expertise and service that will be provided to the TBID for content marketing services.

As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected contractor, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.

3. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

Preliminary Schedule	Tasks
June 17- July 1	Advertise RFP
July 2, 2021	RFP Published
July 8, 2021	Pre-Proposal Information Webinar
July 23, 2021	Proposals Due
Week of August 2 & August 9	Review of Proposals & Prosper Interviews

Week of August 16	Anticipated Contract Award
September 1, 2021	Anticipated Start Date

4. **Pre-Proposal Information Webinar.** An optional pre-proposal webinar will be held virtually on Zoom at the following date, and time to answer any questions that prospective bidders may have regarding this RFP:

Zoom Webinar

July 8, 2021 at 10:00 am PST

Webinar Registration Link:

https://slocity-org.zoom.us/webinar/register/WN_BtmaHGYQT0ehmPh6SFcMpQ

Webinar ID: 968 6612 1059 Passcode: 310641

5. **Ownership of Materials.** All original drawings, plan documents and other materials prepared by or in possession of the Contractor as part of the work or services under these specifications shall become the permanent property of the City and shall be delivered to the City upon demand.
6. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Contractor as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
7. **Copies of Reports and Information.** If the City requests additional copies of reports, drawings, specifications, or any other material in addition to what the Contractor is required to furnish in limited quantities as part of the work or services under these specifications, the Contractor shall provide such additional copies as are requested, and City shall compensate the Contractor for the costs of duplicating of such copies at the Contractor's direct expense.
8. **Required Deliverable Products.** The Contractor will be required to provide:
- a. One electronic submission - digital-ready original .pdf of all final documents. If you wish to file a paper copy, please submit in sealed envelope to the address provided in the RFP.
 - b. Corresponding computer files compatible with the following programs whenever possible unless otherwise directed by the project manager:
 - Word Processing: MS Word
 - Spreadsheets: MS Excel
 - Desktop Publishing: InDesign
 - Virtual Models: Sketch Up
 - Digital Maps: Geodatabase shape files in State Plan Coordinate System as specified by City GIS staff
 - c. City staff will review any documents or materials provided by the Contractor and, where necessary, the Contractor will be required to respond to staff comments and make such changes as deemed appropriate.

ALTERNATIVE PROPOSALS

9. **Alternative Proposals.** The proposer may submit an alternative proposal (or proposals) that it believes will also meet the City's project objectives but in a different way. In this case, the proposer must provide an analysis of the advantages and disadvantages of each of the alternative and discuss under what circumstances the City would prefer one alternative to the other(s).
10. **Attendance at Meetings and Hearings.** As part of the workscope and included in the contract price is attendance by the Contractor at up to 4 public meetings to present and discuss its findings and recommendations. Contractor shall attend as many "working" meetings with staff, TBID AOR and TBID marketing committee as necessary in performing work-scope tasks.
11. **Accuracy of Specifications.** The specifications for this project are believed by the City to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Bidders are cautioned to undertake an independent analysis of any test results in the specifications, as City does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the bidder and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the plans and specifications that could easily have been ascertained by examining either the project site or accurate test data in the City's possession. Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of bidder to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify City in writing of specification or plan defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the City shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided there for in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or any other matter whatsoever, Contractor shall immediately notify the City in writing, and the Contractor and all subcontractors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by City. Failure to provide the hereinbefore described written notice within one (1) working day of contractor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

SECTION G: FORM OF AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Luis Obispo on [day, date, year] by and between the CITY OF SAN LUIS OBISPO, a municipal corporation, hereinafter referred to as City, and [CONTRACTOR'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, on [date], City requested proposals for Content Marketing Services, per Specification No. 21-22TBIDCMS.

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by City for said project;

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

1. **TERM.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until June 30, 2022.

2. **INCORPORATION BY REFERENCE.** City Specification No. 21-22TBIDCMS and Contractor's proposal dated [date] is hereby incorporated in and made a part of this Agreement and attached as Exhibit A. The City's terms and conditions are hereby incorporated in and made a part of this Agreement as Exhibit B. To the extent that there are any conflicts between the Contractor's fees and scope of work and the City's terms and conditions, the City's terms and conditions shall prevail, unless specifically agreed otherwise in writing signed by both parties.

3. **CITY'S OBLIGATIONS.** For providing the services as specified in this Agreement, City will pay, and Contractor shall receive therefore compensation not to exceed (TBD) in nine monthly installments based on services for the prior month.

4. **CONTRACTOR/CONSULTANT'S OBLIGATIONS.** For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, Contractor agrees with City to do everything required by this Agreement and the said specifications.

5. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.

6. **COMPLETE AGREEMENT.** This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto.

7. **NOTICE.** All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City	Name
	Dept.
	Address

Consultant	Name
	Title
	Address
	Address

8. **AUTHORITY TO EXECUTE AGREEMENT.** Both City and Contractor do covenant that everyone executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO:

By: _____
City Manager

APPROVED AS TO FORM:

CONSULTANT:

City Attorney

By: _____
Name of CAO / President
Its: CAO / President

SECTION H: INSURANCE REQUIREMENTS

Consultant Services

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the consultant's profession.

Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, official, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage. Contractor shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements effecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

SECTION I: PROPOSAL SUBMITTAL FORM

The undersigned declares that she or he has carefully examined Specification No. 21-22TBIDCMS, which is hereby made a part of this proposal; is thoroughly familiar with its contents; is authorized to represent the proposing firm; and agrees to perform the specified work for the following cost quoted in full:

Description	Amount	% of Budget	Projected Hours/Month
Account Management			
Strategy + Development			
Creative Services			
Platform and Community Management			
Measurements and Reporting			
Possible Content Service Additions			
Hard Costs			
Other Fees			
TOTAL		\$	

Certificate of insurance attached; insurance company's A.M. Best rating: _____.

Firm Name and Address

<i>Contact</i>	<i>Phone</i>

Signature of Authorized Representative

	<i>Date</i>
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REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:_____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2:

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 3

Agency Name	
Contact Name	
Telephone & Email	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

■ ***Do you have any disqualification as described in the above paragraph to declare?***

Yes No

■ ***If yes, explain the circumstances.***

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Proposer Representative