



REQUEST FOR PROPOSALS (RFP)

The City of Sunset Valley is seeking the development of a comprehensive marketing campaign to position the City as a desirable destination, drive business attraction and retention, enhance the shopping experience, energize current residents, and enhance the general perception of the community. Sunset Valley will accept sealed proposals until 2:00 P.M. December 2, 2019 from professional marketing and advertisement agencies.

GENERAL INSTRUCTIONS

1. **Submittal.** Submit one (1) original and four (4) hardcopies of their proposal along with one (1) electronic copy, in accordance with the terms and conditions of this RFP. A complete and full proposal package will include proposal response, Certificate of Non-Discrimination (Attachment B), Ethics Affidavit (Attachments C and C-1), and Drug and Alcohol-Free Workplace Certification (Attachment D), as a condition for consideration.
2. **Bid bonds required:** YES ___ NO X
3. **Mark your envelope:**
Project Name: Marketing Services
RFP No: 20191029
Agency Name: _____
4. **Send or hand deliver sealed bid envelope to:**
City of Sunset Valley
Attn: City Secretary
3205 Jones Road
Sunset Valley, Texas 78745
5. **Point of Contact.** It is important that all respondents are given clear and consistent information. Therefore, all respondents may submit any questions related to this project or RFP process via email to the Point of Contact, listed below. Respondent shall refrain from communicating with City Officials, elected or appointed, or staff involved in evaluating or considering the statement of qualifications and award of this project. Such communication regarding this proposal may cause an individual company or team to be disqualified from participating.

Questions concerning this RFP must be in writing and received by close of business (5:00 PM CST) on November 18, 2019. Inquires received after this date will not be considered or answered. Response to all submitted questions will be posted on the City's website www.sunsetvalley.org, under Solicitations tab.

Requests regarding this RFP should be addressed to the individual listed below.

Sara Wilson, Assistant City Administrator
3205 Jones Road
Sunset Valley, TX 78745
Telephone: (512) 892-1383 Fax: (512) 892-6108
E-mail: swilson@sunsetvalley.org

6. Proposed Schedule (dates are subject to change)

Issue RFP to potential bidders: November 1, 2019

Last Day to Submit Questions: November 18, 2019

Deadline for Proposals: December 2, 2019

Selection of Top Bidders: December 10, 2019

Interview/Presentation to Council: December 17, 2019

Recommendation to Council: December 17, 2019 (Alternate Date: January 7, 2019)

PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiation with a qualified marketing firm with solid experience in marketing research (both quantitative and qualitative) to develop marketing strategies to improve market position, name recognition, and provide a list recommendations for improving the customer experience, improving the attraction of the City of Sunset Valley as a destination City; and metrics for performance measurement.

SPECIFICATIONS OF RFP

A. The primary goals/objectives to be achieved by the marketing initiative include, but are not limited to:

- 1) Develop and recommend marketing strategies to improve the attraction of the City of Sunset Valley's as a retail destination relative to other surrounding retail areas.
- 2) Provide recommendations to improve the customer experience of shoppers who visit and shop in Sunset Valley

B. ELIGIBILITY

1. The consultant should specialize in project management, research, marketing, and creative design as it relates to development of municipal marketing plan. The consultant must demonstrate that it is a firm with experience with municipal marketing initiatives and priority will be given to those firms that have experience with local governments.

2. The City of Sunset Valley desires to issue a contract to a single qualified consultant to lead the project. Consulting proposals based on a consortium approach where more than one firm will provide support within a consulting team are acceptable with single project manager.

SCOPE OF WORK

Project Management – The consultant will lead all aspects of the City of Sunset Valley marketing initiative, including the following:

1. Advisory to the Community and Economic Development Committee (CED). This team will be composed of representatives from the City and community. Meeting attendance will be required.
2. Meetings are monthly, for the length of the contract, with alternatives proposed by the firms and agreed by the City of Sunset Valley.
2. Lead for various focus groups and surveys comprised of customers, business owners and residents to determine existing attitudes, perceptions, opportunities as well as challenges to enhancing the City's image.
3. Facilitator during the research process - Include descriptions of community engagement efforts that will take place during this process. The consultant will be expected to employ creative means of public involvement to ensure that multiple segments of the community are aware of and involved in the project.
4. Research – Research will be the basis for the development of a marketing concept, creative elements, messaging/positioning and an improved shopping experience initiative. The consultant will perform qualitative and quantitative research to identify the following:
 - a) Key elements of the City.
 - b) Current efforts and strategies by the City.
 - c) Analysis of competitor marketing strategies.
 - d) Top retail benefits perceived by customers, residents, and merchants.
 - e) Top retail opportunities perceived by customers and residents.
 - f) Top detractors to the retail experience perceived by customers and merchants.
5. Strategic marketing plan -- The consultant will develop and recommend elements that include design concepts, logos, messages, mission statement, tagline, and other products as well as define markets and promotional avenues; and advise on strategies to better promote and create awareness of our City for use in the following:
 - a) Print and electronic advertising
 - b) Website design
 - c) Media placement
 - d) Public Relations
 - e) Events
 - f) Templates
6. Retail Experience Improvement plan – The consultant will develop prioritized strategic objectives that will include:
 - a) recommendations of actions the city can take to resolve concerns of retail customers
 - b) recommendations of actions the city can take to resolve concerns of the retail merchants
 - c) recommendations of how to improve cooperation between the city and retail merchants

7. Implementation of the Strategic Marketing Plan – The consultant will develop an Action Plan for implementation in sufficient detail to allow the CED to understand the approach and work plan. The Action Plan should include, but not be limited to the following:

- a. Estimated costs/budget associated with the implementation process.
- b. Proposed timelines for development of creative elements.
- c. Recommended positioning logo and brand guidelines.
- d. Implementation plans for brand identity.
- e. Strategies for attracting/recruiting identified and targeted retail businesses.

8. Implementation of the Retail Experience Improvement Plan – The consultant will develop an action plan and content for implementation in sufficient detail to allow the CED to understand the approach and work plan. The Action Plan should include, but not be limited to the following:

- a. Estimated costs/budget associated with the implementation process.
- b. Proposed strategies and process for working with the retail businesses and development owners to achieve suggested changes in business practices or physical modifications.

9. Evaluation Plan - The consultant will develop a process for ongoing evaluation of the marketing plan's effectiveness and reporting of results of the strategy to the CED, key stakeholders, the City Council, and the public.

SPECIFIC PROPOSAL PREPARATION INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of the firm to provide the required Services and Results. The firm shall submit one (1) original and four (4) copies of their proposal along with one (1) electronic copy. Respondents are required to submit the following items for a complete proposal:

1. A description of the firm's capabilities and experience conducting similar plans. Include a description of the firm, its organizational structure, location of the principal office and the location of the office that would manage this project.
2. A summary of professional qualifications and experience of the individuals the firm would assign to the project and their individual project responsibilities. Indicate whether these individuals have worked together on previous projects. Indicate each individual's current commitment, availability to start this project and percentage of time that they will be assigned to complete their project tasks on this job.
3. Specific plans or methodology to be used to perform the services with timeline proposed for each phase of the project. Include a description of community engagement efforts included and deliverables proposed.
4. Estimated timeline for completion through implementation.
5. Names, addresses, telephone numbers, and e-mail addresses of clients for which the firm performed projects of a similar type and size within the last five years. Provide details on five projects of outcome and the process your firm used to achieve those outcomes.

6. A work sample of a completed project(s) that is representative of the work proposed for the City and by the individuals named above. To the extent permitted under Texas law, all proposals will be kept confidential. In the event any proposed firm believes that any information submitted with its proposal is confidential, classified or proprietary business information, such information should be explicitly identified and marked. The reason for such designation should also be stated. Proposals will only be accepted from firms authorized to do business in the State of Texas.
7. Proposal Lump Sum Fee (not-to-exceed) for this project. Provide a detailed cost for each phase of the project, including but not limited to, the number of meetings with stakeholders, travel expenses, and production costs.
8. Proposed engagement agreement with terms and conditions.
9. Complete and submit Attachment B - CERTIFICATION OF NON-DISCRIMINATION. Private businesses and persons seeking to do business with the City are expected to comply with applicable Federal and Texas State laws, regulations and orders relating to equal employment and non-discrimination with regard to employees and subcontractors. Bidders must complete Attachment B and return with proposal.
10. Complete and submit Attachments C and C1 - ETHICS/CONFLICTS OF INTEREST. No public official or employee of the City of Sunset Valley shall have a personal or financial interest in this contract. Bidders and vendors shall not offer gifts or anything of value nor enter into any business arrangement with any official, employee, or agent of the City of Sunset Valley during the procurement period or life of the contract. Bidders must disclose any prior or existing business relationship with City employees, officials or agent; and submit Ethics Affidavit.
11. Complete and submit Attachment D - DRUG FREE WORKPLACE. It is the policy of the City of Sunset Valley to maintain a drug-free work place. CONTRACTORS and their employees are expected to report to work with an appropriate mental and physical condition for work.

EVALUATION CRITERIA

All qualified submissions received by the deadline will be analyzed by the City according to the criteria outlined in this RFP. Failure to comply with the provisions of the RFP may cause a proposal to be rejected. Proposals will be evaluated by the City using the following criteria:

1. Qualifications, references, experience of the firm and individuals to be assigned to this project in providing requested services.
2. Specific plans or methodology to be used to perform the services.
3. Quality of illustrative examples.
4. Proposed Lump Sum Fee.
5. The City reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive any irregularity, technicality, informality or discrepancy in a proposal; (c) accept any alternative submission of proposals presented, which in its opinion, would best serve the interests of the City; (d) give full and proper evaluation of the Vendor or team presenting the proposal.

6. This solicitation for Consultant Services does not obligate the City of Sunset Valley to pay any costs incurred by respondents in the preparation and submission of a proposal. This solicitation does not obligate the City of Sunset Valley to accept or contract for any expressed or implied services.

7. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final.

GENERAL CONDITIONS

1. Indemnification: Vendor shall protect, indemnify and save the City harmless from and against all liabilities, damages, losses, claims, actions, costs and expenses of any nature resulting from injuries or damages to persons or property on or about the City property arising out of or in any manner connected with the use, condition or occupancy of the City property by Vendor or any act or omission of Vendor, its agents, vendors or employees.

2. Insurance: Vendor agrees to maintain, at its expense, at all times during the project on City property, comprehensive general liability insurance, with a minimum amount of \$1,000,000 per occurrence (\$5,000,000 in aggregate), properly protecting and indemnifying the City and naming the City as an additional insured, written by insurers licensed to do business in the State of Texas. Vendor shall provide the City a certificate of such insurance, which shall provide that the insurer shall not cancel or alter the policy without giving the City written notice at least thirty (30) days in advance.

3. Liability: Vendor agrees that all property of Vendor in, on or about the City property shall be at the sole risk and hazard of Vendor. The City shall not be liable or responsible for any loss, injury or damage to Vendor or any property or business of Vendor, including any theft or damage caused by any invitees, vendors, employees or members of the public.

4. Default: Should the Vendor at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect in the performance of any provision of the agreement, the City shall have the right to immediately suspend the contract until such time as the City is satisfied that the agreement may continue, and/or if Vendor shall at any time be in default of the performance of any of the conditions or obligations of the contract, and shall fail to remedy such default within fifteen (15) days after receipt of written notice of the default, the City may, at its option, immediately and without further notice, terminate the contract, and remove Vendor's products and equipment and store it, as the City deems necessary and in its best interest, until such time as Vendor removes or recovers the products and equipment and makes all required payments to the City. No such actions shall be deemed any manner of trespass or forcible entry and detainer. Notwithstanding the provisions of the contract, the remedies provided for herein in the event of default on the part of the Vendor are in addition to, and not in lieu of, any other remedies or relief made available to the City under the laws of the State of Texas. In addition, nothing in the contract shall limit or condition the City in its enforcement of Health, Fire and Building Codes, and other laws. Waiver by the City of any default, breach or failure of Vendor under the contract shall not be construed as a waiver of any subsequent or different default, breach or failure.

5. Oversight: All work performed by the Vendor under the contract shall be under the oversight of the Sunset Valley City Administrator or her designees.

6. Independent Vendor: The Vendor hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Vendor shall be responsible for the

payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Vendor who provide services to the City are not public employees under Texas state law.

ATTACHMENT B
MARKETING SERVICES
AT THE SUNSET VALLEY CITY HALL
CERTIFICATION OF NON-DISCRIMINATION

The CONTRACTOR hereby certifies not to discriminate and to comply with the CITY's Non-Discrimination provision of this Request for Proposal. The CITY's Policy on Non-Discrimination requires compliance with applicable Federal and Texas state laws, regulations and orders relating to equal employment opportunity and non-discrimination.

Contractor

Signature

Title

Date

ATTACHMENT C
MARKETING SERVICES
AT THE SUNSET VALLEY CITY HALL
ETHICS AFFIDAVIT

STATE OF TEXAS

COUNTY OF TRAVIS

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Bidder: _____

County of Bidder: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Bidder to make this affidavit for Bidder.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Bidder has received the list of key contracting persons associated with this invitation for bids, which is attached to this affidavit as Exhibit C-2.
5. Affiant has personally read Exhibit C-1 and C-2 to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "C-1" with whom Bidder is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the Request for Proposals.

Signature of Affiant

Address

ATTACHMENT C-1
MARKETING SERVICES
AT THE SUNSET VALLEY CITY HALL

Bidder acknowledges doing business or has done business during the 365 day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

Signature

Print Name

EXHIBIT C-2
MARKETING SERVICES
AT THE SUNSET VALLEY CITY HALL
LIST OF KEY CONTRACTING PERSONS
City of Sunset Valley

<u>Position Held</u>	<u>Name of Individual</u>
Mayor	Rose Cardona
Mayor Pro-Tem	Ketan Kharod
Councilmember	Rudi Rosengarten
Councilmember	Marc Bruner
Councilmember	Phil Ellett
Councilmember	Melissa Gonzales
City Administrator	Sylvia Carrillo-Trevino
Assistant City Administrator	Sara Wilson
City Secretary/Accountant	Rae Gene Greenough

ATTACHMENT D
MARKETING SERVICES
AT THE SUNSET VALLEY CITY HALL
DRUG-FREE WORKPLACE CERTIFICATION

It is the policy of the City of Sunset Valley to maintain a drug-free work place. CONTRACTOR, SUBCONTRACTORS and their employees are expected to report to work with an appropriate mental and physical condition for work; and are not to report to or remain at work under the influence of intoxicants. For the purpose of this policy, intoxicants include abused inhalants such as glue or paint thinner, alcoholic beverages, and any drug which is not legally obtainable or which is legally obtainable but has not been legally obtained or not used for the prescribed purposes.

In order to have a drug-free workplace, CONTRACTOR shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the CONTRACTOR'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this proposal a copy of the statement specified in Subsection (1).
4. Notify the employees that, as a condition of working under this proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to, of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. CONTRACTOR will impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this CONTRACTOR complies fully with the above requirements.

Signature

Date

Print Name and Title