

**PROFESSIONAL SERVICES AGREEMENT WITH
LUSTROUS PUBLIC RELATIONS, LLC
FOR
CLIMATE READY PUBLIC ENGAGEMENT AND COMMUNICATIONS INITIATIVE
FOR THE CITY OF SAN ANTONIO**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter, “City”), acting through the Director, Office of Sustainability (hereinafter “Director”), and Lustrous Public Relations, LLC, a limited liability corporation chartered under the laws of the State of Texas (“Lustrous” or “Consultant”), both of which may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described in the Scope of Work – Proposed Budget of this Agreement (hereinafter, (Project”).

I. TERM

1.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence upon the execution of this Agreement as set out below and terminate three (3) years from the date of execution of this Agreement. At the sole option of the City, this Agreement may be extended for no more than two (2) additional one-year periods.

1.2 Notwithstanding any other provisions of the Agreement, and in order to satisfy the requirements of the Constitution of the State of Texas, all covenants and commitments of City contained herein which would require the expenditure of funds by City are subject to and contingent upon the annual appropriation process of the City of San Antonio’s City Council. In the event City fails to appropriate sufficient funds dedicated to funding any such obligation of City, such a failure shall not be considered a default or breach of this Agreement.

II. SCOPE OF WORK – PROPOSED BUDGET

2.1 The Proposed Budget is attached hereto and incorporated as if thoroughly laid out for all intents and purposes as **Exhibit “A”**.

2.2 The RFP Response from Consultant is attached hereto and incorporated as if thoroughly laid out for all intents and purposes as **Exhibit “B”**.

2.3 Consultant agrees to provide the agreed services as described in **Exhibit “B”**, in exchange for the compensation described in Article III. **“COMPENSATION TO CONSULTANT”**.

2.4 All work performed by Consultant hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding, and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article **VI. TERMINATION**, in whole or in part, should Consultant's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

2.5 This Agreement shall control any conflict between the Scope of Work – Proposed Budget. The RFP Response and the terms of this Agreement.

III. COMPENSATION TO CONSULTANT

3.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Director, of services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed **One Hundred and Forty Thousand, Dollars and no/100 (\$140,000.00)** annually, for a total value not to exceed **Seven Hundred Thousand Dollars and no/100 (\$700,000.00)** if all extension options are exercised. It is understood that the amount paid under this **Section 3.1** shall be the maximum amount to be paid to Consultant by City. Consultant will be paid for the actual work performed on the project which may be less than the above amount. Consultant shall be solely responsible for all other funding associated with the Project.

3.2 City reserves the right to remit final payment only after the completion of all agreed deliverables have been met to the satisfaction of the Director or his/her designee. Invoices shall be submitted in a form acceptable to City, which shall be paid within 30 days of receipt and approval by Director or his/her designee. Invoices shall be submitted to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

3.3 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable to Consultant by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in **Section 3.1** above. Total payments to Consultant cannot exceed that amount set forth in **Section 3.1** above, without prior approval and agreement of all parties, including, if necessary, the City of San Antonio's City Council, evidenced in writing or by adoption of ordinance.

3.4 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Consultant following approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party other than Consultant for the payment of any monies or the provision of any goods or services.

3.5 Adversarial Proceedings – No monies paid to Consultant under this Agreement can be used to pay costs pertaining to or in any way fund any adversarial proceeding against the City relating to this Agreement or in any other matter involving the City and Consultant.

“Adversarial Proceeding” shall mean any matter in which interests of the City and Consultant are not aligned or are otherwise contrary to one another. This includes a matter in dispute, litigation, claim or other action taken against the City in law or equity or based upon any other legal theory, seeking any remedy from the City.

IV. OWNERSHIP OF DOCUMENTS

4.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

4.2 Any pre-existing intellectual property owned by either party prior to the execution of this Agreement shall remain the property of that party. To the extent Consultant incorporates into the work product any pre-existing work product, or materials, developed prior to this Agreement and owned by the Consultant, that pre-existing work product shall continue to be the IP of the Consultant and owned by the Consultant. The Consultant agrees to grant a royalty-free, fully paid, worldwide license to the City to reproduce, distribute, and otherwise use such pre-existing material but only as part of the overall work product. The City shall obtain no ownership rights therein, except to the extent of the use in the work product.

4.3 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

4.4 In accordance with Texas law, Consultant acknowledges and in accordance with Texas law, Consultant acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of Consultant pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Consultant. **Any intellectual property rights associated with the tool or work product developed under this agreement shall be the property of City, and Consultant shall execute any documents necessary to assign said intellectual property rights to City. Consultant further agrees that any tool or work product developed under this agreement shall be a work-for-hire as defined in Title 17 USC Section 201 and any copyright shall be the property of City.**

4.5 The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

V. RECORDS RETENTION

5.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as “documents”), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

5.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as “retention period”) from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving, or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

5.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VI. TERMINATION

6.1 For purposes of this Agreement, “termination” of this Agreement shall mean termination by expiration of the Agreement term as stated in Article **I. Term**, or earlier termination pursuant to any of the provisions hereof.

6.2 Termination Without Cause. This Agreement may be terminated by either party upon Thirty (30)-Day written notice, which notice shall be provided in accordance with Article **VII. Notice**.

6.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII., Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an event for cause under this Agreement:

6.3.1 The sale, transfer, pledge, conveyance, or assignment of this Agreement without prior approval, as provided in Article **XI. Assignment and Subcontracting**.

6.3.2 Notification of any investigation, claim or charge by a local, state, or federal agency involving fraud, theft or the commission of a felony.

6.4 Defaults With Opportunity for Cure. Should Consultant default in the performance of this Agreement in a manner stated below, same shall be considered an event of default.

6.4.1 Bankruptcy or selling substantially all of company's assets.

6.4.2 Failing to perform or failing to comply with any covenant herein required.

6.4.3 Performing unsatisfactorily as determined by the Director.

City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have two (2) calendar days after receipt of the written notice, in accordance with Article VII. **Notice**, to cure such default. If Consultant fails to cure the default within such two (2) day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another entity to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new entity against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

6.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.6 Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with **Article V. Records Retention**. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

6.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty- five (45) calendar days shall negate any liability on the part of City and constitute a waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

6.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

immediately after Agreement termination, save and except there is litigation or if the audit report covering such Agreement has not been accepted, then the Consultant shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Consultant in accounting for expenses incurred under this Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

8.3 The City may, in its sole and absolute discretion, require the Consultant to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement, and the Consultant shall abide by such requirements.

8.4 When an audit or examination determines that the Consultant has expended funds or incurred costs which are questioned by the City and/or any applicable state or federal agency, the Consultant shall be notified and provided an opportunity to address the questioned expenditure or costs.

8.5 Consultant agrees and understands that all expenses, fees, fines and penalties associated with the collection of delinquent debts owed by Consultant shall be the sole responsibility of the Consultant and shall not be paid from any Project funds received by the Consultant under this Agreement.

8.6 If the City determines, in its sole discretion, that Consultant is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Consultant pay for such audit from non- City resources if Consultant is found to be at fault.

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Office of Sustainability which shall be clearly labeled "Lustrous Public Relations, LLC" 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. The City 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 the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Office of Sustainability. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

9.2 The City 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 by City's Risk Manager

based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

9.3 Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers’ Compensation 2. Employers’ Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Independent Contractors	For Bodily Injury and Property Damage 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	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

9.4 Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Consultant herein and provide a certificate of insurance and endorsement that names the Consultant and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Consultant. Consultant shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, 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 City’s Risk Manager, which shall become a part of the Agreement for all purposes.

9.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Consultant shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within ten (10) days. Consultant shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Office of Sustainability
100 W. Houston Street, 7th Floor
San Antonio, Texas 78205

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City 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 the City; and
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

9.10 It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

9.11 It is understood and agreed that the insurance required is in addition to and separate

from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

9.12 Consultant and any subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 Consultant covenants and agrees to FULLY INDEMNIFY and HOLD HARM-LESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or 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 the City directly or indirectly arising out of, resulting from or related to Consultant's activities under this Agreement, including any acts or omissions of Consultant, any agent, officer, director, representative, employee, Consultant, volunteer or subcontractor of Consultant, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

10.2 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. Consultant shall advise the City in writing within 24 hours of any claim or demand against the City or Consultant known to Consultant related to or arising out of Consultant's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at Consultant's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this paragraph.

10.3 Defense Counsel – City shall have the right to select or to approve defense counsel to be retained by Consultant in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Consultant shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Consultant fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Consultant shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing. Nothing in this clause shall apply to retention of counsel by Consultant's insurance provider who shall retain the right to select defense counsel on Consultant behalf pursuant to any

contract between Consultant and said insurance provider.

10.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Consultant or other person acting under the direction of Consultant, 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 Consultant or any subcontractor under worker’s compensation or other employee benefit acts.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees, or its subcontractors shall perform all necessary work subject to the satisfaction of Director and all personnel and subcontractors of Consultant shall be subject to the performance standards applicable to Consultant under this Agreement. If Consultant retains any employees or subcontractors, Consultant shall notify the City within ten (10) days of retention in writing.

11.2 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or sub-contractor, indicate only such an entity as has been approved by Director.

11.3 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.4 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII., Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

12.1 Consultant covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and Consultant's; that the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and Consultant's, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that Consultant has no authority to bind the City.

XIII. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

13.1 As a condition of entering into this agreement Consultant represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under section III.C.1 of the SBEDA Ordinance. As part of such compliance, Consultant 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 Consultant retaliate against any person for reporting instances of such discrimination. Consultant 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. Consultant 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 Consultant from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

XIV. CONFLICT OF INTEREST

14.1 Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

14.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XV. AMENDMENTS

15.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant. Director or her designee shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to the requirements of the City's charter or contracting policies and contingent upon appropriation of funds for any increase in expenditures by the City.

XVI. SEVERABILITY

16.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVII. LICENSES/CERTIFICATIONS

17.1 Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVIII. COMPLIANCE

18.1 Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XIX. NONWAIVER OF PERFORMANCE

19.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any

other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in **Article XV. Amendments**. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XX. LAW APPLICABLE

20.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

20.3 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- i. Does not boycott Israel; and
- ii. Will not boycott Israel during the term of the contract.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

20.4 By submitting an offer to, or executing contract documents with, the City of San Antonio, Consultant, if it meets the definition of “Company,” hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the Agreement. City hereby relies on Consultant’s verification. If found to be false, City may terminate this Agreement for material breach.

20.5 As a party to this Agreement, Consultant understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

20.6 Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Consultant hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Consultant's certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

XXI. LEGAL AUTHORITY

21.1 The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXII. PARTIES BOUND

22.1 This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXIII. CAPTIONS

23.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIV. INCORPORATION OF EXHIBITS

24.1 Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below.

XXV. ENTIRE AGREEMENT

25.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article **XV. Amendments.**

[Signature page follows]

EXECUTED and AGREED to by:

CITY:

CITY OF SAN ANTONIO

David McCary
Assistant City Manager

Date: _____

CONSULTANT:

Lustrous Public Relations, LLC



Danielle Espinoza
CEO and Owner

Date: _____

APPROVED AS TO FORM:

Sean T. Beiter
Assistant City Attorney

ATTACHMENTS:

Exhibit "A" – Scope of Work – Proposed Budget
Exhibit "B" – RFP Response

EXHIBIT “A”
SCOPE OF WORK – PROPOSED BUDGET

Proposed Budget, Year 1

Task	Budget
Strategic Planning	\$ 25,000
CBO Grant management	\$ 20,000
Community Relations Meetings/Events/Engagement	\$ 15,000
Promotional Items	\$10,000
Creative Concepts/Development/Design	\$25,000
Print Services	\$10,000
Paid Media (Mix TBD)	\$25,000
Translation Services	\$10,000
Total	\$140,000

*Pricing is an estimate and subject to shifting across tasks, pending strategic planning and ideation at the kickoff of the relationship. However, any shifts will not increase the total budget.

Agency: Lustrous PR Rates 2024

Function	Hourly Rate
Strategic Planning	\$200
CBO Grant Management	\$125
Community Relations Meetings/Events/Engagement	\$200
Creative Concepts/Development/Design	\$150
Media Buying	\$150
Translation Services	\$100
Admin / Reporting	\$125
Media Relations	\$150

**EXHIBIT “B”
RFP RESPONSE**

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Lustrous is pleased to present our proposal in response to the City of San Antonio's Office of Sustainability's request for qualifications focused on graphic design, bilingual translations, outreach, and education services. Our firm offers an array of services, including Strategic Planning, Branding, Creative Design, Print, Digital, Social Media, Digital Marketing, Curriculum Design, and Event Production, aligning seamlessly with the Office of Sustainability's Request for Qualifications outline.

Scope of Work

The primary objective is to support the Office of Sustainability through a variety of consultation services to include, but not limited to:

1. Bilingual Translation: Develop English and Spanish messaging to reach target demographics.
2. Creative Design: Produce visually engaging graphic content.
3. Education: Our agency is proud to have a tenured educator on our staff with over 15 years of experience in curriculum creation and STEAM-focused student engagement.
4. Outreach: Plan, communicate, and activate outreach initiatives.
5. Media Buys: Strategically purchase media spaces aimed at select target audiences.
6. Print and Digital Media: Curate print media layouts and manage digital ads to enhance public reach.
7. Social Media: Utilize social media platforms to disseminate campaign details and updates.

Alignment with Office of Sustainability Communications Plan

Our proposed services will support and align with the Office of Sustainability's initiatives, aiding in marketing, design, outreach, and communications efforts across all stakeholders, including staff, media, community partners, and the general public.

Team Expertise

Our highly skilled team brings years of experience in design, marketing, content creation, bilingual translation service, advertising, communication, and education. We are confident that we can provide consulting services to develop and implement a comprehensive community engagement, education, and outreach campaign that aligns with the Office of Sustainability's key initiatives.

Budget and Timeline

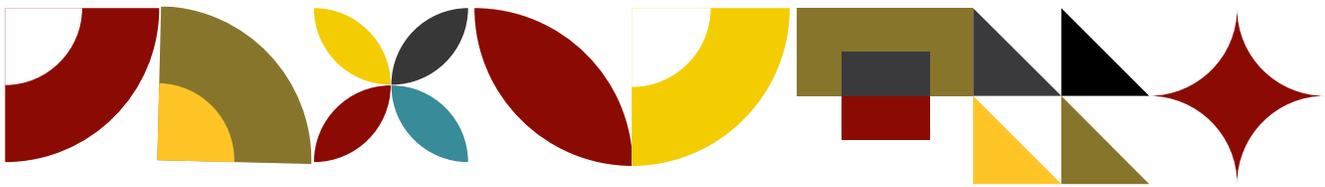
We are committed to delivering high-quality services within budget constraints and stipulated timelines.

Lustrous is excited about collaborating with the City of San Antonio's Office of Sustainability. We are committed to supporting future campaigns and projects to enhance public awareness and help achieve your strategic objectives.

Thank you for the opportunity to provide our agency's qualifications for your consideration.

Danielle Espinoza
CEO
Lustrous

GENERAL INFORMATION FORMS



**016 - RFP ATTACHMENTS
RFP ATTACHMENT A, PART ONE
GENERAL INFORMATION**

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: Lustrous Public Relations LLC
(NOTE: Give the exact legal name as it will appear on the contract if awarded.)

Principal Address: 4618 Pecan Grove

City: San Antonio State: Texas Zip Code: 78222

Telephone No. 210-316-7291 Fax No: _____

Website address: lustrouspr.com

Year established: 2015

Provide the number of years in business under present name: 13 years

Social Security Number or Federal Employer Identification Number: 88-2814474

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____

LLC

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: Lustrous Public Relations

Job Title: Owner and CEO

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

N/A

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

Hybrid: 4618 Pecan Grove City: San Antonio State: Texas Zip Code: 78222

ProjectCoWork: our new office as of 9/7/23: 11103 West Ave., Suite 2101, San Antonio, Texas 78213

Telephone No. 210-316-7291 Fax No: _____

Annual Revenue: \$ 280,000

Total Number of Employees: 6

Total Number of Current Clients/Customers: 10

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

List Related Companies:

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

Name: Danielle Espinonza Title: Owner and CEO

Address: 4618 Pecan Grove

City: San Antonio State: Texas Zip Code: 78222

Telephone No. 210-316-7291 Fax No: _____

Email: dani@lustrouspr.com

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 x

4. Is Respondent authorized to do business with the State of Texas Secretary of State?

Yes x No ___ If "Yes", provide registration number.

5. Where is the Respondent's corporate headquarters located? San Antonio

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

Yes x No ___ If "Yes", respond to a and b below:

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

Years 13 Months _____

- b. State the number of full-time employees at the San Antonio office. 6

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 x 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.

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

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

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

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

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 x If "Yes", state the name of the regulatory body or professional organization, date, and reason for disciplinary or impending disciplinary action.

11. **Previous Contracts:**

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

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

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 x If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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 x If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

12. **Financial Review:** Is your firm publicly traded? Yes ___ No x If "Yes", provide your firm's SEC filing number.

REFERENCES

Provide three (3) references from separate organizations/companies/firms/individuals that the 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 would be able to provide type, level, and quality of services performed.

Reference No. 1:

Firm/Company Name Community Housing Resource Partners

Contact Name: Meghan Cano Title: President and CEO

Address: 110 E. Houston, 7th Floor

City: San Antonio State: Texas Zip Code: 78205

Email: meghan@chrpartners.org

Telephone No. 210-387-4059 Fax No: _____

Date and Type of Service(s) Provided: Strategic Planning, Social Media, Internal Training, Community Relations, Public Relations, Graphic Design, Videography, Social Media Advertising

Reference No. 2:

Firm/Company Name Nick Lopez

Contact Name: Bubble Bath Carwash Title: CEO

Address: 3934 Fredericksburg Rd.

City: San Antonio State: TX Zip Code: 78201

Email: nick@bbcarwash.com

Telephone No. 210-275-4627 Fax No: _____

Date and Type of Service(s) Provided: Former Agency of Record. Currently worked on Graphic Design projects

Reference No. 3:

Firm/Company Name Texas WINGS

Contact Name: Ruth Gonzales Title: Executive Director

Address: 2929 Mossrock #205

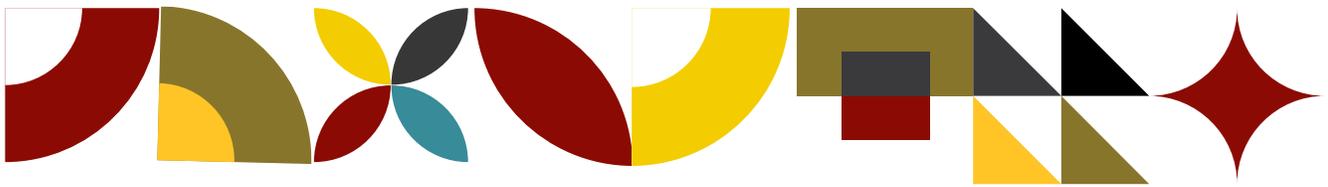
City: San Antonio State: TX Zip Code: 78230

Email: ruthg@texaswings.org

Telephone No. 210-316-7291 Fax No: _____

Date and Type of Service(s) Provided: Strategic planning, graphic design, direct mail ideation, design and print coordination, social media marketing, content creation, creative direction for Breast Cancer Awareness annual campaign, email marketing, photography, onsite support during annual events, public relations, and community relations

REFERENCE LETTERS





September 10, 2023

To Whom It May Concern,

I am writing to provide a reference for Danielle Espinoza, the CEO of Lustrous Public Relations, with whom I have the pleasure of working closely with over the past several years. Danielle's work in marketing and public relations has been exemplary, and I am delighted to recommend her without reservation.

Danielle has consistently demonstrated exceptional skills and expertise in the fields of marketing and public relations. Her contributions to our organization, Community Housing Resource Partners, have been instrumental in shaping our brand and expanding our reach. In the realm of marketing, Danielle's creativity and strategic thinking have been invaluable. She possesses a keen ability to craft effective marketing campaigns that resonate with our target audience. Her dedication to understanding our mission and values is evident in the compelling content she creates and the strategies she employs to convey our message effectively.

Danielle's proficiency in public relations has significantly enhanced our organization's reputation and visibility. She has skillfully cultivated positive relationships with key stakeholders and media outlets, resulting in extensive positive coverage and press mentions. Her approach to public relations is both strategic and results-driven.

Danielle's marketing and public relations work has made a lasting impact on our organization, and her commitment to excellence is unwavering. I wholeheartedly endorse Danielle and have the utmost confidence in her abilities.

If you have any further questions or require additional information, please do not hesitate to contact me at meghan@chrpartners.org or 210-387-4059.

Sincerely,

Meghan A Cano

Meghan Cano
President & CEO
Community Housing Resource Partners



To Whom It May Concern,

I am delighted to write this reference letter for Danielle Espinoza, the CEO of Lustrous Public Relations and her entire team. It is my pleasure to provide an enthusiastic recommendation for Danielle, with whom I have had the privilege of working closely over the years.

Danielle is an incredible professional who has consistently demonstrated leadership and expertise in the fields of public relations, marketing, graphic design, community relations, creative concepts, social media, and communications. I have been thoroughly impressed with her contributions and believe she is exceptionally qualified for any endeavor she pursues.

Her strategic approach significantly improved our organization's reputation and visibility when we were growing our company. She possesses a unique talent for fostering positive relationships with key stakeholders, vendors, and our community.

Danielle's commitment to excellence is evident in her work, and she consistently goes above and beyond to achieve outstanding results. Her dedication to understanding our business and industry allowed her to create targeted and effective strategies that impacted our organization's success.

Lustrous PR's professionalism, creativity, and strong work ethic have consistently impressed me, and I have the utmost confidence in their abilities. I wholeheartedly endorse Danielle Espinoza and believe she would be a valuable asset to any organization or project she chooses to pursue.

If you have any more questions or need more information, please don't hesitate to contact me. You can reach me at nick@bbcarwash.com or 210-275-4627.

Respectfully,

Nicholas Lopez
Carwash Executive Officer
BBCW Holdings LLC
nick@bbcarwash.com

Bubble Bath Car Wash
3934 Fredericksburg Rd, San Antonio, TX 78201

(210)275-4627
thebubblebathcarwash.com



Women Involved in Nurturing, Giving, Sharing, Inc.

September 1, 2023

To Whom It May Concern,

I am pleased to provide this reference letter for Danielle Espinoza, the CEO of Lustrous Public Relations, and the entire Lustrous Public Relations team. I have worked closely with Danielle and her team for six years. I can attest to their exceptional abilities and unwavering commitment to our organization, Women Involved in Nurturing Giving and Sharing, Inc. (WINGS).

As the CEO of Lustrous Public Relations, Danielle Espinoza has consistently demonstrated exemplary leadership and expertise in various domains, including public relations, communications, marketing, and strategic planning. She and her team profoundly impact our organization, and their contributions have significantly enhanced our mission.

Under Danielle's leadership, the Lustrous Public Relations team consistently delivers outstanding results. Their work in strategic planning, communications, marketing, creative concepts, graphic design, social media, B2B engagement, and event production has significantly bolstered our organization's reputation and reach. They cultivate positive relationships with our key stakeholders, resulting in positive coverage and recognition of our initiatives.

The Lustrous Public Relations team's dedication to excellence is evident in their strategic approach to our communications and outreach efforts. Their creativity and innovative thinking have been invaluable in shaping our messaging and branding. They consistently go above and beyond to create and execute comprehensive strategies that meet and exceed our goals and objectives.

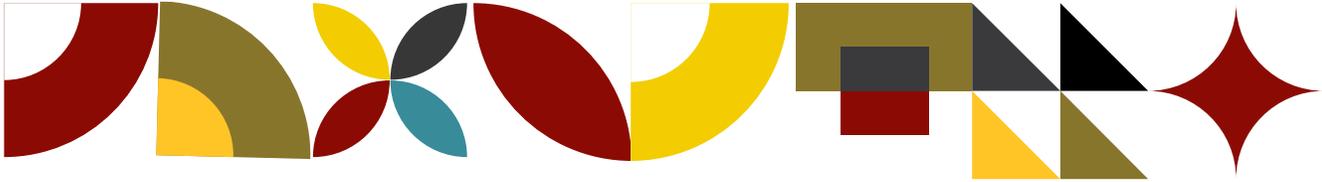
In addition to their professional acumen, Danielle and her team's personal qualities, including their reliability, integrity, and strong work ethic, have made them trusted and respected partners in our endeavors. Their commitment to understanding our mission and values is reflected in the compelling content they create and the strategies they employ to convey our message effectively.

I wholeheartedly endorse Danielle Espinoza, the CEO of Lustrous Public Relations, and her entire team. I am confident in their ability to excel in any endeavor they undertake, and I am grateful for the significant positive impact they have had on our organization. Should you have any additional inquiries or need further information, please feel free to contact me via email at ruthg@texaswings.org or by phone at 210-326-0048.

Sincerely,

Ruth M. Gonzales
Executive Director
WINGS

OUR TEAM + EXPERIENCE + QUALIFICATIONS



THE LUSTROUS TEAM

The Lustrous team is a tapestry of dynamic professionals, each uniquely contributing to the complex and creative world of modern marketing. While our backgrounds are varied with industry experiences, we are united by a singular drive—our commitment to delivering exceptional service and results for our clients. Our team of experts has worked with various government agencies, impactful non-profits, small businesses, and corporations over the past thirteen years, delivering expertise in public relations, social media, video, branding, media relations, influencer campaigns, and more.

Danielle Espinoza

Founder and CEO, 20 years experience

As CEO, Danielle is responsible for overseeing the overall strategy and direction of the agency, managing client relationships, and ensuring that the agency delivers on its promises. She works collaboratively with her senior management team to develop and execute innovative marketing and public relations campaigns and foster a positive culture of collaboration and excellence within the agency. Additionally, she is responsible for identifying and pursuing new business opportunities, managing budgets, and maintaining a strong industry presence. Danielle has worked on community initiatives with the City of San Antonio - Downtown Operations as the first contractor to develop placemaking plans and activations after the downtown Travis Park renovation, Community Housing Resource Partners, Palo Alto College, and WINGS (Women Involved in Nurturing, Giving, and Sharing), to name a few. Her community involvement includes strategic planning for the Southside's at-risk youth programs with Blessed Sacrament and Por Vida Academies, Southside First Board Member, Latina Leadership Institute, former LGBT Chamber Board Member, Por tu Familia, American Diabetes Association Committee, Latina Advisory Committee, Girl Scouts of America, former Airport Advisory Committee Member for the San Antonio International Airport and OLLU-SA Business School Advisory Committee Member.



DANIELLE ESPINOZA
FOUNDER AND CEO



ANDIE MARTNEZ
EDUCATION AND
COMMUNICATIONS
DIRECTOR



JULIA AGUILLON
DIRECTOR OF MARKETING



CHELSEA BRAUN
DIGITAL MARKETING
MANAGER



ROBERT GONZALEZ
CREATIVE DIRECTOR



CHRIS HERNANDEZ
DIGITAL ADVERTISING
AND VIDEO
COORDINATOR



CYNTHIA LOPEZ
BILINGUAL EXPERT

Andie Martnez

Education and Communications Director, 15+ years experience

Bringing a wealth of experience and expertise to her role as Communications and Education Specialist at Lustrous PR, Andie's background spans over fifteen years in education and counseling. Her exceptional talent for content creation offers a distinct advantage for our clients. Her enthusiasm for crafting strategic educational and mental health outreach concepts, as well as developing engaging curricula and digital content, is evident through her extensive accomplishments. Andie's achievements include spearheading programs and initiatives for at-risk youth and families at a Title I school, where she made significant contributions over twelve years. Notably, she collaborated closely with St. PJ's and Communities in Schools to devise curriculum and resources tailored to the needs of low-income, at-risk youth. Her dedication and effectiveness in this role led to her recognition as Teacher of the Year. Having received training in Socio-Emotional Learning for school-age children, Andie brings a comprehensive approach to her work. Her transition to the private sector underscores her commitment to broadening her impact. By leveraging her creativity, content development skills, community engagement initiatives, and mental health advocacy, Andie is dedicated to making a substantial difference in her new sphere of influence.

Julia Aguillon

Director of Marketing, 7 years experience

In her role as Communications Director at Lustrous, Julia takes charge of formulating and implementing strategic marketing and public relations plans dedicated to enhancing the client's brand and reputation. Her responsibilities extend to overseeing the creation and distribution of marketing and communication materials, ensuring a unified message across all client platforms. Julia's expertise shines through her contributions to developing impactful campaigns for numerous local businesses and non-profit organizations. Among these, she has lent her skills to initiatives such as the Museo del Westside, Meals on Wheels San Antonio, The Arc of San Antonio, Gabriella's Smile Foundation, My Brother's Keeper Texas, Big Give, The Nonprofit Council, The San Antonio Humane Society, and The South Alamo Regional Alliance for the Homeless. Julia's proficiency has garnered recognition on a national scale, including accolades in a video production competition and a website design competition. More recently, her dedication and talent were acknowledged with the Public Relations Society of America (PRSA) San Antonio Chapter's Del Oro Horizon Award, marking her as a rising star in the local PR domain. She has 7 years of broad marketing experience and encompasses collaborations with notable local entities like Freeman Coliseum, Texas Public Radio, San Antonio Current, and Spurs Sports and Entertainment. Notably, she contributes actively as the Vice President of the Communications Committee on the PRSA San Antonio Board. Beyond her professional commitments, Julia is a dedicated volunteer, having supported Meals on Wheels for four consecutive Thanksgivings, where she plays an integral role in bolstering their social media presence.

Chelsea Braun

Digital Marketing Manager, 5 years experience

In her role as Marketing Coordinator, Chelsea plays a pivotal role in shaping and executing marketing campaigns. Her responsibilities encompass a range of tasks, including data research and analysis of client's digital marketing insights. Beyond this, she takes charge of photography, social media management, and event coordination. Chelsea's role extends to providing valuable assistance to the marketing team through various administrative duties to bolster brand awareness and foster engagement. One of Chelsea's key areas of expertise lies in organizing and overseeing digital advertising initiatives and managing the associated analytics. Additionally, she brings a unique skill to our team as an official photographer. With a background in both product and event photography, she lends her talent to capturing moments from community events to large-scale concerts, enhancing our visual storytelling capabilities.

Robert Gonzalez

Creative Director, 20+ years experience

Robert Gonzales is an award-winning designer whose work has focused on cultural institutions in his hometown of San Antonio. He has designed city-wide campaigns for organizations like the Witte Museum, The Institute of Texan Cultures, The Blue Star Contemporary, and the Majestic and Empire Theaters. From direct mailers to billboards, he has taken big ideas and shaped them to resonate with the unique multicultural audiences of San Antonio and South Texas.

Cynthia Lopez

Bilingual Expert, 14+ years experience

Cynthia Lopez is a native San Antonian. She was born on the Southside of San Antonio until her father moved their family to the Eastside to be closer to his job as a chef at Woodlake County Club. Ms. Lopez graduated from the University of the Incarnate Word with a B.A. in Communications and a M.A. in Applied Administration. Cynthia has experience in both educational consulting and corporate translations in marketing, medical and educational fields.

Chris Hernandez

Digital Advertising and Video Coordinator, 10 years experience

He conceptualizes, designs, and executes digital advertising campaigns across various online platforms. Chris provides daily support for client campaigns, including research, setup, regular maintenance, and analysis. He coordinates with other team members to implement campaign strategies that align with client marketing goals and internal targets. Chris works closely with the creative team to produce video content tailored for optimal online performance. He also analyzes campaign metrics to ensure they meet strategic objectives, adjusting as necessary for maximum reach and engagement.





Our history speaks to our commitment to creative innovation. Lustrous boasts specialized divisions for account management and artistic design evolution. The Office of Sustainability will benefit from the direct engagement of two dedicated account supervisors. Our seasoned creative professionals bring a collective 30+ years of expertise. We have a strong foundation in deploying ads across diverse platforms. For a deeper insight, please refer to the provided references and our attached portfolio showcasing past endeavors.

In partnership with The Office of Sustainability, Lustrous is set to adapt national campaign messages into localized creative designs, sculpt design, and media placement blueprints in harmony with your annual Communications Plan, and anticipate the project's needs. Post-activity, rest assured, comprehensive reports in line with The Office of Sustainability's ROI metrics will be delivered. We are ready and equipped to work together to ensure your vision becomes a reality. It is our hope to receive the opportunity to unite forces with The Office of Sustainability for this creative project focused on the advancement of San Antonio's Sustainability and our Cultura.

YOUR COLLABORATIVE TEAM



DANIELLE ESPINOZA
FOUNDER AND CEO
20 YEARS EXPERIENCE



ANDIE MARTINEZ
EDUCATION AND COMMUNICATIONS DIRECTOR
15+ YEARS EXPERIENCE



JULIA AGUILLON
DIRECTOR OF MARKETING
7 YEARS EXPERIENCE



CHELSEA BRAUN
DIGITAL MARKETING MANAGER
5 YEARS EXPERIENCE



ROBERT GONZALEZ
CREATIVE DIRECTOR
20+ YEARS EXPERIENCE



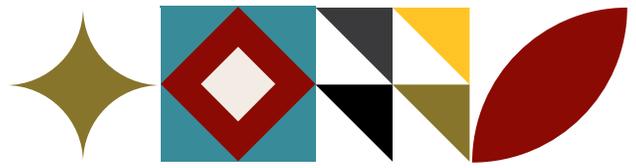
CHRIS HERNANDEZ
DIGITAL ADVERTISING AND VIDEO COORDINATOR
10 YEARS EXPERIENCE



CYNTHIA LOPEZ
BILINGUAL EXPERT
14+ YEARS EXPERIENCE

Our team, including our subcontractor, comprises seven passionate, creative, dedicated professionals ready to design and implement your strategic plan and goals. Seven dedicated team members will be assigned to day-to-day account logistics. Based on the overall strategy and plan, other team members will be assigned to manage specific projects. Based on client requirements we will activate additional contract team members to enhance our contractual obligations. Lustrous works in a hybrid format with our main office space located at Project Cowork, 11103 West Ave, #2101 San Antonio, TX 78213

LUSTROUS CORE VALUES



<p>Excellence</p> <p>We strive for excellence in all aspects of our work, from the curation of artworks to the delivery of exceptional experiences for our audiences.</p>	<p>Creativity</p> <p>We embrace the power of creativity and celebrate artistic innovation, pushing boundaries and exploring new frontiers.</p>
<p>Inclusivity</p> <p>We believe that public health should be accessible to all, and we actively foster inclusivity by curating diverse and welcoming campaigns for the San Antonio community.</p>	<p>Collaboration</p> <p>We value collaboration. That's why we seek partnerships with clients, organizations, and partners for meaningful collaborations.</p>
<p>Community Engagement</p> <p>We are committed to engaging with our local community and promoting community initiatives as a catalyst for social change and dialogue.</p>	<p>Impact</p> <p>We aim to make a lasting impact on the community and cultural landscape, leaving a legacy that inspires future generations.</p>

By staying true to our mission, vision, and core values, we aspire to make a significant contribution to the cultural fabric of our society and create a lasting legacy of creativity, inspiration, education, and cultural enrichment.

CITY OF SAN ANTONIO - READY TO WORK PROGRAM

EXPANDING OPPORTUNITIES



ALAMO
COLLEGES
DISTRICT



We are grateful to be an Alamo Colleges private sector participant in their Ready to Work - Workstudy partnership with the City of San Antonio. Lustrous currently has four job postings that perfectly align with this proposal. We are currently hiring Three Social Media Assistants and Two Junior Graphic Designers

Several of our team members attended the Alamo Colleges and believe in providing opportunities to traditional and non-traditional students in San Antonio. The Alamo Colleges gave many of us access to affordable education, internships, hands-on career opportunities, a chance to create generational change, and a lifelong love for our local community college district. As a product of the Alamo Colleges, former employee and current contractor Danielle Espinoza, fully supports all of the programs and initiatives set forth by the district.

CASE STUDY: EXPERIENTIAL MULTICULTURAL MARKETING + EVENTS

CITY OF SAN ANTONIO - FORMER CONTRACT EXPERIENCE

TRAVIS PARK PLACEMAKING



DESCRIPTION OF WORK

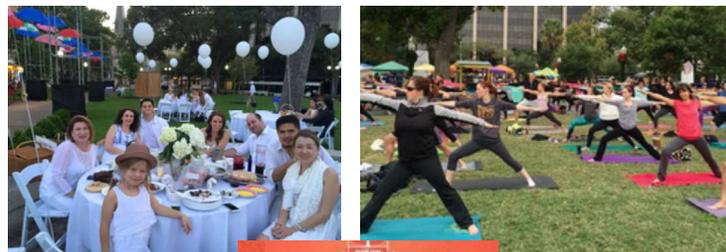
The revitalization of Travis Park was sparked by the Heart of the Community Grant Program by Southwest Airlines and Project for Public Spaces. They worked with the City of San Antonio's Center City Development & Operations Department (CCDO) to change this narrative for Travis Park and make it a place that adds excitement to downtown San Antonio. Lustrous PR was contracted to ideate, plan, and activate the city's first placemaking endeavor. The City's goals included providing free and open-to-the-public activations, exercise programs aligned to the mayor's fitness council, and the cultural affairs department infusing arts and education into the park through art installations and hands-on experiences.

TACTICS

- Strategic Planning
- Planned and designed a three-phase plan with weekly activations, monthly concerts, and markets, along with annual experiences
- Curated, planned, and sourced community partners and donors for all of the community events
- Event Planning
- Budget Management
- Vendor Management
- Community Relations

CREATIVE ELEMENTS

- Creative design direction
- Press Releases
- Curated experiential events
- Onsite photography and content for social media posting



OUTCOMES

Travis Park was activated annually with array of intentional programs and events. We developed instrumental community partnerships and sponsorships to develop monthly programmatic activations. Lustrous developed, coordinated, and managed the below collaborations and programs:

- Weekly:
 - Morning, lunch, and evening food truck program,
 - Large-scale play-in-the-park games
 - Kiosk with free books, coloring books, and table games.
 - Morning, lunchtime, and sunset exercise program with Gold's Gym and Mobile Om. This strategy allowed the downtown workforce and tourists to enjoy the park and exercise through HIT, Zumba, and yoga programs during the week.
- Monthly:
 - 3rd Friday Music Series with Lynnwood Presley and Storific
 - Amor y Arte Market with Clara-Nicole
 - Reading in the Park with San Antonio Public Library
- Seasonal:
 - Ballet in the Park, in partnership with Ballet SA
 - Opera in the Park, in partnership with Alamo City Opera
 - Developed the Original Dinner in Travis Park Concept
 - Mother's Day Tea in Travis Park
 - Bearded Love Concert and Market
 - First Yoga Festival in San Antonio
 - Painting in the Park
 - Fall Festival and Pumpkin Patch
 - Summer Series Movies by Moonlight (a previous program in Hemisfair Park)
 - Valentine's Day Classic Movie in the Park
 - Art Installations and Receptions in coordination with Cultural Affairs Department

The park won several awards for innovative placemaking all within the two-year span Lustrous curated, developed, and activated the park:

- Lone Star Legacy Park Award
- IDA Downtown Achievement Award
- Best of the City by the Current
- Best Placemaking for Dinner in Travis Park by Centro
- Best Wild Card Award
- Top SA Spots to Watch Movies - La Prensa

CASE STUDY: DIGITAL + TRADITIONAL MARKETING + MEDIA BUYS + COMMUNITY

BUBBLE BATH CARWASH

DESCRIPTION OF WORK

Over the last decade, Bubble Bath Carwash engaged Lustrous first as their agency of record, and most recently for design support. As Bubble Bath opened its second location, Lustrous came on board to support its brand development through strategic planning, graphic design, media buys, marketing, social media, web content development, community engagement, and customer engagement for five years as they expanded across San Antonio. We helped build their brand to become the most popular locally-owned carwash. After our five-year contract we maintained a strong relationship and have recently been brought back on board to design billboards and branding for new locations.

TACTICS

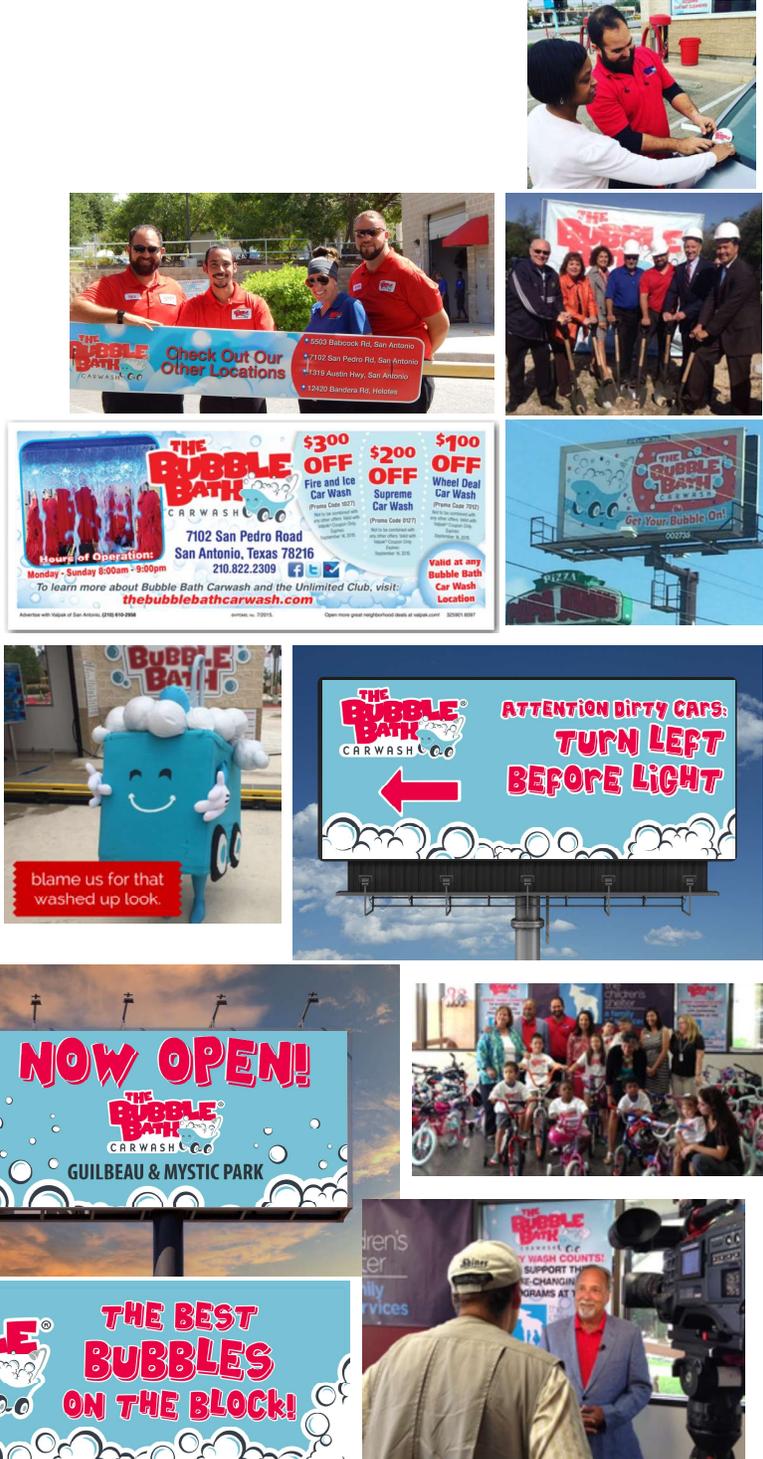
- Strategic Planning
- Media Buys
- Advertising
- Graphic Design
- Branding
- Photography
- Videography
- Content Development
- Social Media Management
- Direct Mail Campaigns
- Community Relations/Philanthropy
- Email Marketing
- Grassroots Marketing (B2B, B2C)

CREATIVE ELEMENTS

- Curated all graphic elements
- Promote Sustainability and Water Conservation
- Ad creation (digital and traditional)
- Billboard design and management
- Directed photo and video production
- Produced email marketing campaigns
- Developed social media design elements and content
- Produced door hangars
- Collateral materials
- Press releases
- Onsite photography and content for social media posting
- Managed philanthropic connections to the community
- Worked with local businesses for cross promotions

OUTCOMES

Through a blend of strategic planning, creative design, and multi-channel outreach, Lustrous successfully amplified Bubble Bath Carwash as a Latino, family, locally-owned brand, resulting in successful sales, increased brand awareness and loyalty, and an incredible increase in new locations. We are incredibly proud of the work we developed as Bubble Bath Carwash went from a small business to a major corporation. Just a fun reminder to Get Your Bubble On!



CASE STUDY: MULTICULTURAL DIGITAL + TRADITIONAL MARKETING

WOMEN INVOLVED IN NURTURING, GIVING & SHARING (WINGS)



DESCRIPTION OF WORK

Over the last four years, Lustrous has engaged WINGS as their agency of record. The mission of WINGS is to bridge the gap between diagnosis and treatment of breast cancer, providing comprehensive breast health services to uninsured women in Central and South Texas. We conceptualize, design, and implement annual grassroots campaigns focused on breast cancer awareness, and support the organization with marketing, design, ad development, and collateral materials utilizing both digital and traditional tactics. The core goal is to augment the organization's fundraising initiatives aimed at assisting uninsured women diagnosed with breast cancer in South Texas.

TACTICS

- Strategic Planning
- Graphic Design
- Photography
- Videography
- Content Development
- Social Media Management
- Direct Mail Campaigns
- Breast Cancer Awareness Month Support
- Community Relations
- Email Marketing

CREATIVE ELEMENTS

- Curate graphic elements
- Ad creation (sponsored and donated)
- Direct annual photo and video production
- Produce email marketing campaigns
- Develop social media design elements and content
- Manage three annual direct mail campaigns
- Press releases
- Onsite photography and content for social media posting
- Support annual events
- Manage third-party community relations during Breast Cancer Awareness Month
- Manage all print services
- Designed the 20th Anniversary Magazine

OUTCOMES

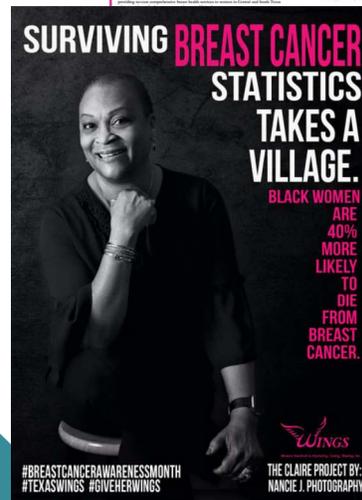
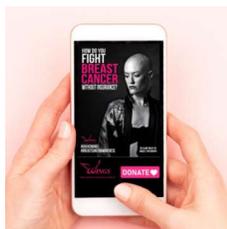
Through a blend of strategic planning, creative design, and multi-channel outreach, Lustrous successfully amplified WINGS' message, resulting in both heightened awareness and increased support for uninsured women with breast cancer in South Texas.

• Monthly

- Social media curation and management
- Photography
- Videography as needed
- Patient program flyers
- Graphic design
- Media support
- Community relations
- Email marketing

• Seasonal

- Breast Cancer Awareness Month
 - Annual campaign concept
 - Produce photoshoot + videography
 - Influencer marketing
 - Donor events and community relations management
 - Email marketing
 - Direct mail campaign
- End of Year Campaign
- Black History Month Campaign
- Mother's Day Campaign
- Annual Golf Tournament



CASE STUDY: EVENTS + MARKETING + SOCIAL MEDIA +BRANDING + COMMUNITY OUTREACH AND INITIATIVES TEXAS RIVER CITY CO.



DESCRIPTION OF WORK

Lustrous was selected by Texas River Co. to bolster their presence, connect with the community, and elevate their brand image. Our holistic strategy encompassed a variety of services designed to nurture their expansion, enrich customer interaction, and forge robust community bonds. Our team orchestrated and devised a comprehensive marketing plan that encompassed initiatives like "Pups and Paddles" and facilitated the organization of a women's group dedicated to the cleanup of the San Antonio River.

TACTICS

- Strategic Planning
- Advertising
- Media
- Branding
- Community Engagement
- Social Media
- Influencer Engagement
- Event Activations

CREATIVE ELEMENTS

- Graphic Design
- Advertising management (digital and print)
- Photography
- Video production
- Event Coordination and Production
- Social Media Content Creation

OUTCOMES

The well-crafted digital campaigns led to increased website traffic and a surge in customer inquiries. Social media management ensured a consistent and engaging online image, connecting the company with a wider audience and fostering deeper customer engagement.

The creation of a women's group, paired with bi-monthly community service activities provided valuable support to the local San Antonio area. This community engagement not only enhanced the company's reputation but also cultivated a loyal customer base. The "Pups and Paddles" program, a pet-friendly kayaking event Lustrous organized, garnered significant media coverage, including a feature on KENS 5 news. This exposure positioned the company as an innovative and exciting player in the adventure tourism industry. The success of this event and others underscored our ability to create memorable experiences that resonated with both the local community and visitors, further solidifying Texas River Co.'s status as a premier kayaking destination.

In summary, the positive impact of our marketing team extended beyond numbers and metrics; it touched the very essence of Texas River Co.'s business. Our tactics and creative elements not only drove growth but also fostered a sense of community, environmental responsibility, and adventure that set the company apart. By connecting Texas River Co. with its audience on a deeper level, we helped it achieve sustained success and recognition as a cherished part of the San Antonio River experience.



CASE STUDY: ADVERTISING + VIDEO PRODUCTION

CHABOD CLEANING SERVICES



DESCRIPTION OF WORK

Chabod Cleaning Services tasked Lustrous with strategic planning, advertising tactics, and social media engagement. Additionally, the client had previously signed a contract with KENS5 for their first commercial campaign and needed help with curation, script-writing, sourcing talent and onsite creative direction, and curating their campaign with their vision in mind. Our team developed the brand's day-to-day content curation, video production, digital advertising, and community relations.

TACTICS

- Strategic Planning
- Advertising
- Graphic Design
- Photography
- Videography
- Content Development
- Community Relations

CREATIVE ELEMENTS

- Curate graphic elements
- Ad creation
- Advertising management (digital and print)
- Photography
- Video production
- Creative Direction + Scriptwriting
- Developed social media design elements and content

COMMERIAL VIDEO LINKS



ChabodCleaningServices.com Reusable Under Duster
Vimeo, the home for high quality videos and the people who love them.



ChabodCleaningServices.com Flexible Grabber Drain Tool
Vimeo, the home for high quality videos and the people who love them.



ChabodCleaningServices.com Electrostatic Lint Roller Brush
Vimeo, the home for high quality videos and the people who love them.



OUTCOMES

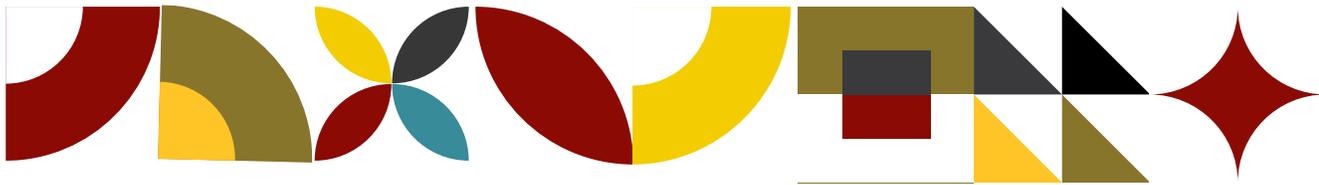
As a new brand specializing in cleaning services and products, our team excelled in devising a comprehensive strategic plan, providing a well-defined path to attain the client's marketing goals. Our targeted advertising campaigns deftly reached the intended audience, fostering brand expansion. Through our social media engagement strategies, we cultivated a vibrant online community for Chabod Cleaning Services.

Our pivotal role in the KENS5 commercial campaign guaranteed the creation of a meticulously crafted and captivating advertisement that masterfully conveyed the client's vision, showcased the brand's strengths, and captivated the audience's attention. We maintained a consistent flow of compelling and pertinent content across diverse digital platforms, ensuring a robust online presence. Our expertly produced videos effectively communicated the brand's narrative and offerings.

Our digital advertising strategies significantly bolstered online visibility and brand recognition, with these campaigns precisely targeting and resonating with the intended audience, ultimately yielding enhanced conversion rates. Moreover, our community relations initiatives endeared Chabod Cleaning Services to the local community, solidifying a positive and enduring reputation.



PROPOSED PLAN OUR SERVICES



Casting Light on Our Unique Agency Attributes



Casting Light on Our Unique Agency Attributes

◆ **Strategic Planning is Vital to our Process**

We believe in developing robust Strategic Planning outlines with action items and measurable data metrics... because throwing spaghetti at the wall and hoping it sticks is never a good plan. Marketing is about data. Designing a beautiful campaign is one thing, but without a fully realized plan, actions, tangible metrics, tactics, timelines, and community engagement, it's nothing but a beautiful design. Our philosophy focuses on working side-by-side with our clients to create plans that result in positive outcomes.

◆ **Local Agency with a Tenured Educator on our Team**

Lustrous is one of the only local agencies with a tenured educator on our team, providing a unique opportunity for our clients to gain direct access to Curriculum Development, direct STEAM knowledge, and hands-on K-12 experience in Title One and non-Title One demographics. We can develop customized curriculum and education initiatives based on your campaigns. We are proud to have connections with several independent school districts, Region 20, and the Alamo Colleges.

◆ **Leveraging Community Connections**

Our team adopts a comprehensive perspective of our community network. We actively involve relevant target markets, local organizations, associations, corporate partners, and local leaders to guarantee that engagement is widespread and effective. As San Antonio natives, we have worked to build an authentic network of community connections and collaborations to ensure we provide clients with opportunities across many markets. Our approach is to ensure your campaigns are aligned with a targeted ecosystem of community collaborators, from local organizations to social media influencers and local leaders; we leverage our community connections to ensure your campaign reaches your targets.

◆ **Creative Approach to Design**

Embracing a collaborative approach is fundamental to how we operate, ensuring we move in unison toward successfully realizing your campaign's vision. By harnessing the collective expertise and creativity of our team, we engage with you in a dynamic partnership. Together, we navigate every step of the creative process, from initial concept to final execution, with a steadfast commitment to bring your campaign to life exactly as you envision it, perhaps even surpassing expectations. This synergy not only fortifies the strategy behind your campaign but also ensures that every facet reflects your objectives with clarity and impact.

Our Services: Public Relations and Media Outreach



Lustrous is committed to providing robust public relations and media outreach support to the Office of Sustainability for the SA Climate Ready Initiative. We understand the importance of engaging diverse stakeholders and reaching the general public effectively. Our comprehensive approach, combined with a focus on inclusivity and innovation, will contribute significantly to the success of the SA Climate Ready Initiative, furthering its mission to create a sustainable and climate-ready San Antonio. Here's how we can assist in various aspects of Public Relations and Media Outreach:

Media Campaigns and Direct Community Engagement:

- Conducting initial research and analysis to understand client needs and objectives
- Developing a tailored PR strategy aligned with campaign goals
- Identifying target audiences and critical messaging pillars

Media Relations:

- Develop and execute comprehensive media campaigns that leverage traditional and digital media channels to maximize reach and impact.
- Crafting and disseminating press releases and media advisories
- Pitching stories and securing placements in relevant media outlets
- Arranging interviews and media appearances for client spokespersons
- Managing press events, including press conferences and media briefings

Content Development:

- Creating compelling content such as articles, blog posts, opinion pieces, and whitepapers
- Developing multimedia content like videos, infographics, and podcasts
- Writing and distributing newsletters and e-blasts to targeted lists

Digital PR and Social Media Management:

- Creating and executing a social media strategy in line with the campaign
- Engaging with audiences and managing community interactions on social platforms
- Monitoring online conversations and managing digital reputation
- Implementing social media advertising campaigns

Influencer Relations: Lustrous will identify and collaborate with influential figures and thought leaders within the local community who can serve as effective amplifiers of the SA Climate Ready Initiative's message. We will design and execute influencer marketing campaigns to broaden the initiative's reach, engaging a more diverse and extensive audience.

Dissemination of Communication Materials: Our approach to disseminating communication materials will encompass a multi-pronged strategy that utilizes a combination of print, television, radio, roundtables, public presentations, and online media outlets, all presented in both English and Spanish. We will place special emphasis on engaging diverse communities, including those that are vulnerable or underserved.

Measurement and Analytics:

- Monitoring media coverage across various channels
- Analyzing PR efforts for effectiveness and impact on campaign goals
- Providing regular reports and insights to guide ongoing strategy

Our Services: Public Relations and Media Outreach



OUR APPROACH

Setting Campaign Goals:

In collaboration, we will establish clear objectives for your marketing outreach, advertising, social media, and influencer engagement strategies. These objectives may encompass elevating brand recognition, championing the event calendar, boosting event sign-ups, or broadening your message's influence and audience engagement.

- Reaching your audience where they spend the most time-consuming media
- Connecting them with content that meets their interests and needs, resonating with a resonant human truth in the narrative
- Reaching them on platforms where they are most likely to click-through and convert
- Providing real-time analytics to refresh and perfect our approach over time collaboratively

Understanding the Target Audience:

Working together, we will uncover and characterize your target audience's demographic profiles, preferences, and behavioral patterns. This invaluable data will be the cornerstone of our decisions regarding content creation platform selection and partnership strategies.

Crafting Comprehensive Advertising Strategies:

We will devise, pinpoint, and craft advertising opportunities for your campaign, encompassing a spectrum of digital and traditional platforms to ensure optimal exposure. This includes avenues such as digital news outlets, print media, television, billboards, and promotional posters.

Digital Resources:

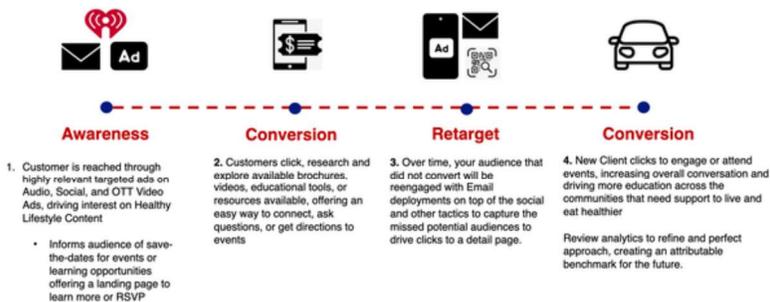
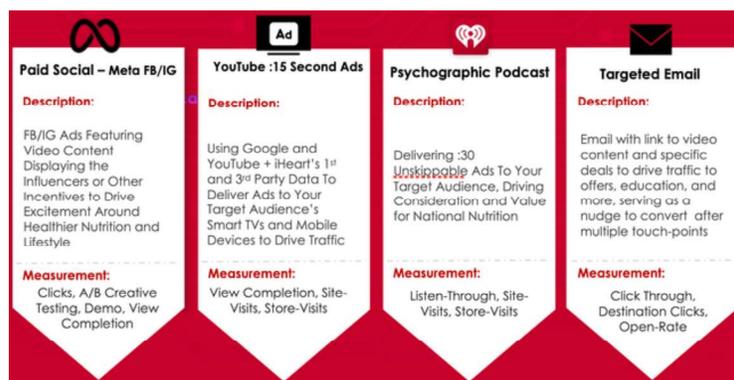
This campaign will incorporate a variety of digital resources intended for utilization throughout the entirety of the campaign. Our strategy involves creating and curating assets suitable for online, offline, and outreach events.

The overall digital asset list will include:

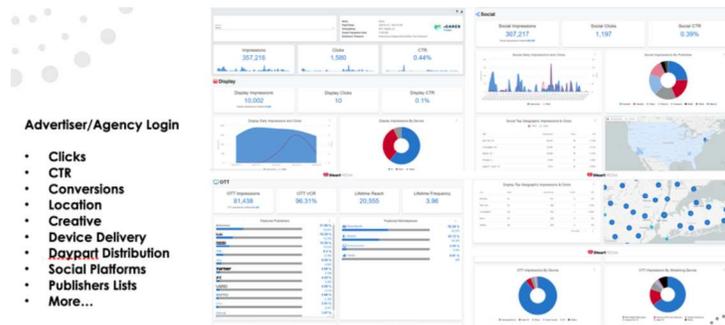
- Branded Assets for the Website and Mobile
- Social Media Assets and Ads
- Digital Ads for Streaming Services and Geofenced Campaigns
- Paid YouTube spots to reach your audience with video-based ads with Behavioral Targeting to drive the campaign

Printed Assets Include:

- Billboards
- Fliers
- Posters
- Signage



Access to Live Dashboard Reports



Our Services: Education Outreach



Lustrous is excited to offer our expertise to support the Office of Sustainability's SA Climate Ready Initiative in its mission to enhance San Antonio's environment, quality of life, and economic vitality while fostering sustainability. Our capabilities in educational outreach are aligned with the initiative's goals of engaging and educating communities, especially frontline communities, to encourage participation in the city's sustainability programs.

- **Identifying and Engaging Frontline Communities:** Our Team has experience in identifying and connecting with organizations and associations that are focused on frontline communities in San Antonio. We will conduct thorough research to identify key stakeholders, community leaders, and grassroots organizations that have a deep connection with these communities. By forging strategic partnerships, we can help ensure that the SA Climate Ready Initiative's message and programs reach the right audience effectively.
- **Tailored Educational Opportunities:** We understand the importance of providing educational opportunities that resonate with all the diverse communities in San Antonio. Lustrous will work closely with the Office of Sustainability to design and implement educational programs, workshops, and initiatives that are culturally sensitive and inclusive. These opportunities will not only inform but also inspire residents to actively participate in sustainability programs offered by the city.
- **Multichannel Outreach:** Lustrous can employ a variety of outreach channels to reach communities effectively. This may include creating and promoting engaging online content, hosting webinars and virtual events, conducting in-person workshops, and leveraging social media and traditional marketing methods. Our approach will be flexible and tailored to the preferences and needs of each community, ensuring maximum participation and impact.
- **Customized Messaging:** We understand that effective educational outreach requires messaging that speaks directly to the concerns and interests of each community. Lustrous will work closely with the Office of Sustainability to develop customized messaging that highlights the specific benefits of sustainability programs for different communities. This approach will foster a sense of ownership and engagement among residents.
- **Measuring and Analyzing Impact:** Lustrous is committed to tracking and analyzing the impact of educational outreach efforts. We will provide regular reports and data analysis to assess the effectiveness of our strategies, enabling continuous improvement and adjustment to better meet the needs of the targeted communities.

Lustrous is dedicated to helping the Office of Sustainability reach its educational outreach goals for any initiatives. By identifying key organizations, offering tailored educational opportunities, and employing diverse outreach channels, we aim to empower communities to actively participate in and benefit from the sustainability programs that the city offers. Together, we can make San Antonio an even greater place to live, work, and play while enhancing the environment and economic vitality for all residents

Our Services: Event Planning and Production



Lustrous Event Planning and Production is poised to provide comprehensive support to the Office of Sustainability in planning and executing successful events. Lustrous is well-prepared to contribute to the success of the SA Climate Ready Initiative by providing expert event planning and production services with over twenty years of experience. Our attention to detail, creative design, sustainability focus, and dedication to creating memorable events will help the initiative engage with the community effectively and advance its mission of making San Antonio a more sustainable and climate-ready city.

- **Event Coordination and Organization:** Our team will coordinate and organize two events per selected organization, one virtual and one in-person, to maximize community engagement. We will meticulously plan everything, from selecting suitable dates and venues to managing invitations, registrations, and logistics. Whether it's a virtual webinar or a community gathering, we will ensure that the events run smoothly and align with the SA Climate Ready Initiative's objectives.
- **Event Planning:** Our event planning services extend beyond coordination to include comprehensive planning for in-person events. This includes selecting sustainable venues that align with the initiative's goals, handling food and beverage arrangements focusing on sustainability and local sourcing, and coordinating all logistical aspects such as audiovisual equipment, seating arrangements, and transportation if needed. Our team will ensure every detail is meticulously planned to create a memorable and environmentally responsible event.
- **Virtual Event Management:** For virtual events, we will handle the technical aspects, ensuring seamless online experiences for participants. This includes managing virtual platforms, handling attendee registrations, and providing technical support during the event. We will also help create engaging virtual event environments that encourage participation and interaction among attendees.
- **Sustainability Focus:** Lustrous Event Planning and Production is committed to incorporating sustainability into all aspects of event planning. This includes sourcing sustainable and locally produced food and beverages, minimizing waste through eco-friendly practices, and promoting public transportation or carpooling for in-person events to reduce carbon emissions.

Event Planning and Production At-a-Glance:

- **Budgeting and Financial Management:**
 - Estimating costs and creating a comprehensive budget
 - Ongoing monitoring and management of expenses
- **Venue Selection and Management:**
 - Scouting and securing appropriate venues
 - Negotiating contracts and managing venue-related logistics
 - Sourcing and managing vendors (caterers, decorators, AV technicians, etc.)
 - Coordinating with vendors for seamless service delivery
- **Logistics and Scheduling:**
 - Developing detailed event timelines and schedules
 - Managing speakers and partners
 - Run of Show development
- **Registration and Attendee Management:**
 - Setting up registration processes and systems
 - Managing attendee lists, check-ins, and accommodations
- **Content and Program Development:**
 - Planning and organizing event content such as speakers, presentations, and activities
 - Coordinating with speakers or entertainers
- **Technical Production and AV Management:**
 - Overseeing technical aspects including sound, lighting, and video
 - Coordinating live streaming or virtual components if applicable
- **Risk Management and Compliance:**
 - Identifying potential risks and developing contingency plans
 - Ensuring compliance with safety regulations and permits
- **On-Site Management:**
 - Overseeing all aspects of event execution on the day
 - Managing staff and volunteers for efficient operation
- **Post-Event Evaluation:**
 - Gathering feedback from participants and stakeholders
 - Analyzing event success and identifying areas for improvement

Our Services: Creative and Graphic Design



Our graphic design services are tailored to ensure that all design materials not only adhere to official branding guidelines but also effectively fulfill the needs of your initiative's engagement and outreach. Lustrous is committed to providing top-notch graphic design services that align with the Office of Sustainability's branding guidelines and enhance its outreach efforts. Our expertise in creating visually appealing and informative materials, along with our dedication to archiving design assets, ensures that OS will have the design support needed to effectively communicate its sustainability initiatives and achievements. We blend creativity with precision, guaranteeing that every piece we create resonates with your goals and target audience while maintaining the integrity and consistency of your brand's visual identity.

- **Adherence to Branding Guidelines:** We understand the importance of maintaining a consistent and recognizable visual identity for the Office of Sustainability. Our graphic design team will diligently follow official branding guidelines, ensuring that all materials produced align with the established brand standards. This includes using approved color palettes, typography, logos, and design elements to create a cohesive and professional look for all OS materials.
- **Engagement and Outreach Materials:** Lustrous can design a wide range of engagement and outreach materials that effectively convey the mission and message of the SA Climate Ready Initiative. This includes creating eye-catching flyers, posters, banners, and digital assets for social media and online promotion. Our designs will be tailored to engage and inform the target audience, maximizing the impact of OS's outreach efforts.
- **Infographics:** Visual communication is a powerful tool, especially when conveying complex information related to sustainability and climate readiness. Lustrous can create informative and visually appealing infographics that simplify complex data and statistics, making them easy for the audience to understand. These infographics can be used in presentations, reports, and online content to enhance comprehension and engagement.
- **Annual Report Design:** We can design and develop the Office of Sustainability's Annual Report, turning it into a visually compelling document that showcases the initiative's achievements and progress. Our design approach will not only make the report informative but also visually engaging, ensuring that key data and insights are presented in an easily digestible format.
- **Archival Record Management:** As a responsible partner, Lustrous Marketing will provide the City of San Antonio (CoSA) with the final product of any design assets, including all design files and product files. This ensures that CoSA has access to a complete archive of design materials for future reference, updating, or replication as needed.
- **Design of Presentation Materials:** Lustrous specializes in creating compelling presentation materials that effectively convey the initiative's message. We will design engaging slides, brochures, posters, and digital assets tailored to each event's theme and audience. These materials will be visually appealing and align with the initiative's branding guidelines, ensuring a consistent and impactful visual identity.
- **Bilingual Graphic Design:** Bridges the gap between languages and cultures, offering visually compelling and linguistically accurate design solutions. We specialize in creating materials that resonate with diverse audiences, ensuring that every design is culturally relevant and accessible in multiple languages. Whether it's for marketing, educational, or corporate needs, our team expertly crafts designs that speak clearly and effectively to all your audiences, maintaining a seamless blend of style and clarity in every language.

Our Services: Reporting and Metrics



We understand the importance of transparent and data-driven reporting to assess the impact of sustainability programs. Lustrous is committed to providing the Office of Sustainability with accurate, actionable, and data-driven reports to assess the impact of the SA Climate Ready Initiative's implementation. Our transparent invoicing and access to data will facilitate efficient collaboration and help achieve the initiative's goals effectively.

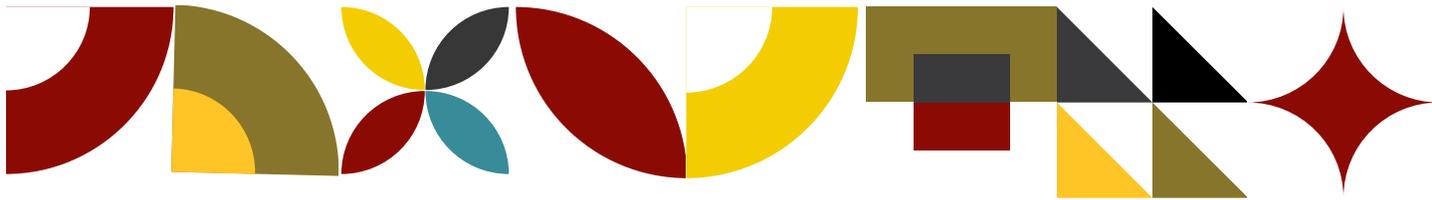
Tracking and Reporting Progress

- **Demographics Analysis:** Lustrous will employ demographic analysis tools and data sources to track the engagement of different demographic groups in the initiative's activities. We will break down data by age, gender, income level, and other relevant factors to ensure that the outreach efforts are reaching a diverse audience.
- **Social Media Metrics:** We will closely monitor social media channels and employ analytics tools to track key metrics such as the number of impressions, engagement rates, and audience growth. These metrics will provide insights into the effectiveness of digital marketing campaigns.
- **Stakeholder Meeting Tracking:** Lustrous will maintain records of all stakeholder meetings, including the number of meetings held, participants in each meeting, and the outcomes or action items resulting from these meetings.
- **Community Engagement Metrics:** To assess community engagement, we will utilize UTM (Urchin Tracking Module) links in digital marketing campaigns. These links will allow us to track specific URL codes associated with each campaign, providing valuable data on which campaigns drive the most engagement and participation.
- **Geographic Analysis:** We will analyze data by council district, census tract, and zip code to identify areas of high engagement and areas that may require targeted efforts. This geographic breakdown will help tailor outreach strategies to specific communities within San Antonio.

Deliverables and Invoicing

- **Quarterly Reporting:** Lustrous will provide comprehensive quarterly reports that include all the tracked metrics and data points specified by the Office of Sustainability. These reports will offer a detailed overview of progress and engagement, broken down by demographics and geographic regions.
- **Invoicing Transparency:** Our invoicing process will be transparent and align with the agreed-upon scope of work. Invoices will be submitted on a regular schedule, and any additional expenses or services beyond the scope will be clearly outlined and agreed upon in advance.
- **Real-Time Data Access:** The Office of Sustainability will have access to real-time data through secure online portals or platforms, ensuring complete transparency and the ability to monitor progress at any time.

CONTRACTS DISCLOSURE FORMS





CITY OF SAN ANTONIO

Contracts Disclosure Form

Please print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a: New Submission Correction Update to previous submission

*1) Name of person submitting this disclosure form.

* First	M.I.	* Last	Suffix
Danielle		Espinoza	

*2) Contract Information

a) Contract or Project Name:

SA Climate Ready Engagement and Communications

b) Originating Department:

Office of Sustainability

*3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city. (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Name
Lustrous Public Relations

b) Name and title of contract signatory

Name	Title
Danielle Espinoza	CEO

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

Type	Name
Owner	Danielle Espinoza

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

- Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.
- Names of partner, parent, joint venture or subsidiary entities, and all the owners, 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 owner(s), and business name:

***6) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

- Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
- List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7) Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a. any individual seeking contract with the city (Question 3)
 - b. any owner or officer of entity seeking contract with the city (Question 3)
 - c. any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
 - d. any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
 - e. the spouse of any individual listed in response to (a) through (d) above
 - f. any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)
- Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.
 - List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code , the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a. Any individual seeking a high-profile contract;
- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- c. The legal signatory of the high-profile contract;
- d. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- e. Subcontractors hired or retained to provide services under the high-profile contract; and

f. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

***8) 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 under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

I am aware of the following conflict(s) of interest:

***9) Prohibited Interest in Contracts.**

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

No

Yes

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 a City board or commission?

No

Yes

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 a City board or commission?

No

Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940

Acknowledgements

- 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, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, 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 City Officials or Staff during Contract Evaluation**

- I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

***3. Contribution Prohibitions for "High-Profile" Contracts**

- This is not a high-profile contract.
- This is a high-profile contract.

***4. Conflicts of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

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

*** Your Name:**

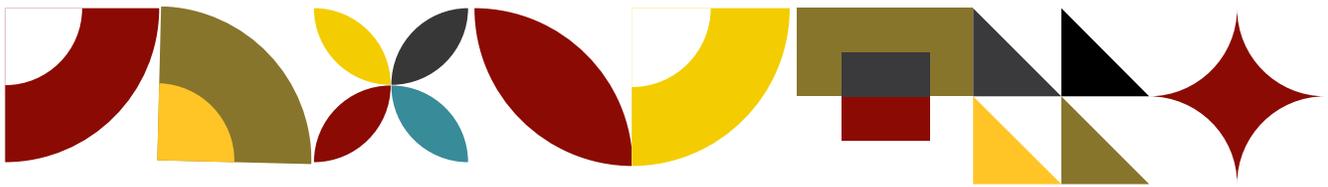
Title:

*** Company Name or DBA:**

Date:

Please print completed form and submit with proposal to originating department. All questions must be answered.
If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

LITIGATION DISCLOSURE



RFP ATTACHMENT D

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 X

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 the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

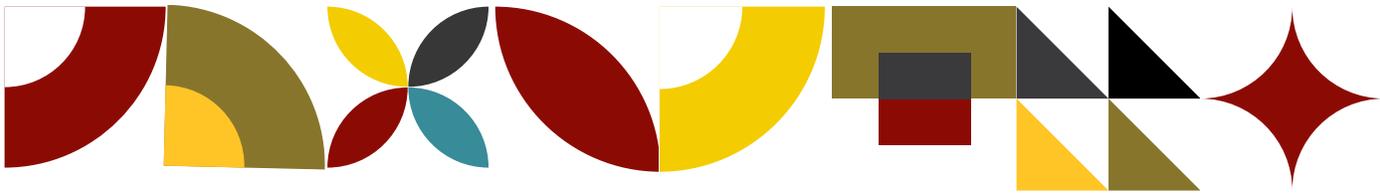
Yes ___ No X

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

Yes ___ No X

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.

SBEDA FORM AND ASSOCIATED CERTIFICATES



South Central Texas Regional Certification Agency of
Bexar County, Texas hereby duly affirms that:

Lustrous Public Relations LLC

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be
certified as a

***HABE MBE SBE WBE**

Certified NAICS Codes

NAICS 541430: GRAPHIC DESIGN SERVICES

NAICS 541613: MARKETING CONSULTING SERVICES

NAICS 541810: ADVERTISING AGENCIES

NAICS 541820: PUBLIC RELATIONS AGENCIES

NAICS 711320: PROMOTERS OF PERFORMING ARTS, SPORTS, AND SIMILAR EVENTS WITHOUT FACILITIES



Certification Number: 223104631

Effective Date: October 2, 2023

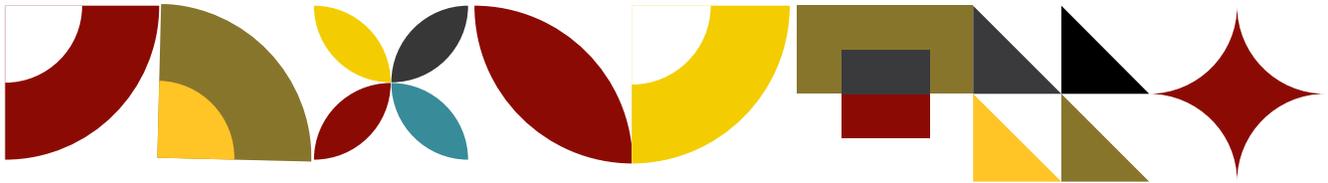
Expiration Date: October 2, 2025

A handwritten signature in black ink that reads "Sandra Ramos".

Sandra Ramos
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM



City of San Antonio
Finance Department - Procurement Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 5% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000; or within 3% of the price of the lowest non-local bidder for contracts of \$500,000 or more
- Non-professional Services: The local bidder's price must be within 5% of the price of the lowest nonlocal bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 5% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

Effective January 1, 2023, the Local Preference Program may be applicable to federally funded contracts where federal statutes or the federal grantor expressly mandates or encourages local geographic preference.

City Business is defined as a business, or non-profit organization, headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) 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
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

City of San Antonio
Finance Department - Procurement Division
Local Preference Program Identification Form

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of business or non-profit entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned/governed and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses/surplus or deficits of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: RFQ: 24-010 RFx 6100017467

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business or Non-Profit Entity:	Lustrous Public Relations LLC
Physical Address:	4618 Pecan Grove
City, State, Zip Code:	San Antonio, Texas 78222
Phone Number:	210-316-7291
Email Address:	dani@lustrouspr.com
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: <u>6 contract</u> personnel	

City of San Antonio
Finance Department - Procurement Division
Local Preference Program Identification Form

Is Business or Non-Profit Entity headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Has the business or non-profit entity been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business or Non-Profit Entity:	Lustrous Public Relations LLC	
Physical Address:	4618 Pecan Grove	
City, State, Zip Code:	San Antonio, Texas 78222	
Phone Number:	210-316-7291	
Email Address:	dani@lustrouspr.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office:	<u>6 contract</u> personnel	
Is the business or non-profit entity located in the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

City of San Antonio
Finance Department - Procurement Division
Local Preference Program Identification Form

BIDDER'S / RESPONDENT'S FULL NAME:

Danielle N. Espinoza

(Print Name) Authorized Representative of Bidder / Respondent



(Signature) Authorized Representative of Bidder / Respondent

CEO

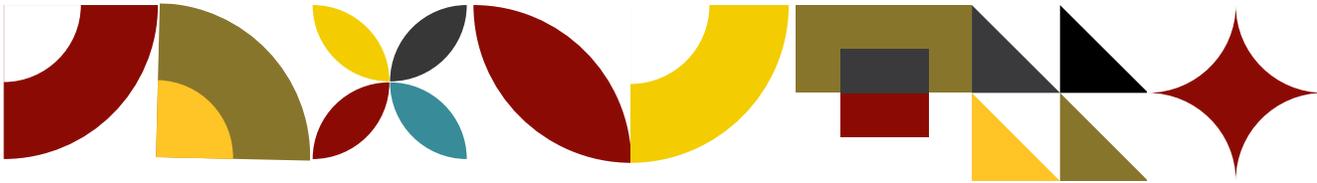
Title

11-6-23

Date

**This Local Preference Identification Form must be submitted with the bidder's /
respondent's bid/proposal response.**

VETERAN-OWNED SMALL BUSINESS PROGRAM FORMS



City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: RFP 23-121 / RFx 6100017241

Section 1: Prime Contractor

Name of PRIME CONTRACTOR:	Danielle Espinoza	
Physical Address:	4618 Pecan Grove	
City, State, Zip Code:	San Antonio, TX 78222	
Phone Number:	210-316-7291	
Email Address:	dani@lustrouspr.com	
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Section 2: Subcontractor

Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Section 3: Joint Ventures

Is Respondent submitting as part of a joint venture? (circle one)	Yes	<input checked="" type="radio"/> No
Name of Joint Venture VOSB Member:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

Danielle Espinoza

(Print Name) Authorized Representative of Respondent



(Signature) Authorized Representative of Respondent

CEO

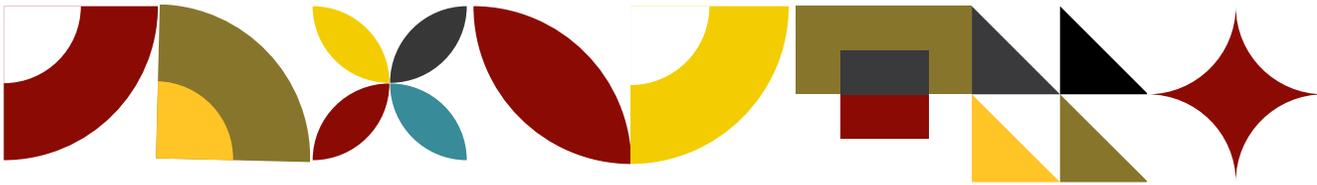
Title

10-6-23

Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

PROOF OF INSURABILITY



PROOF OF INSURABILITY



We acknowledge and understand the requirement for obtaining proof of insurability as specified in the Metropolitan Health contract. As a responsible and committed party, we are fully prepared to provide the necessary documentation upon being awarded the contract.

Our approach to obtaining proof of insurability involves a thorough assessment of the contract's insurance requirements, engagement with our insurance provider, and diligent compliance with the stipulated terms. We will work closely with our insurance provider to ensure that our coverage aligns with the contract's specifications, including policy limits, coverage types, and any additional endorsements or provisions.

Upon securing the required documentation, we will promptly submit the proof of insurability to Metropolitan Health in accordance with the contract's timelines. We understand the importance of adhering to contractual obligations and will strive to ensure that all insurance requirements are met to the highest standards. Throughout the contract period, we will also maintain vigilance in monitoring our insurance coverage to ensure continued compliance with the contract terms, providing Metropolitan Health with peace of mind regarding our commitment to contractual responsibilities.

We look forward to the opportunity to work with Metropolitan Health and assure all stakeholders of our dedication to fulfilling the proof of insurability requirement promptly and efficiently upon contract award.

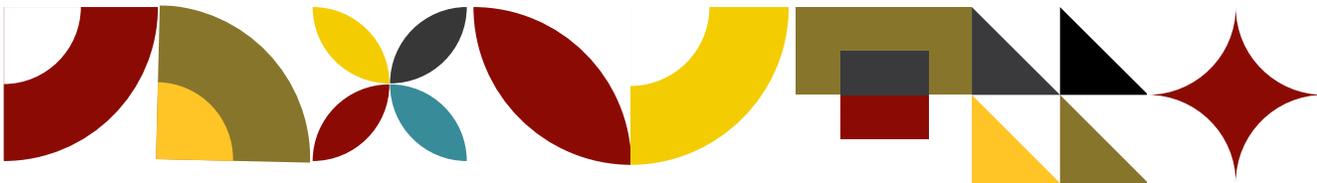
Many thanks in advance,

Danielle Espinoza
CEO, Lustrous

Required Insurance we will cover upon award.

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 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	Combined Single Limit for Bodily Injury and Property Damage of \$250,000 per occurrence.
5. Professional Liability (Claims-made Coverage)	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.

CERTIFICATE OF INTERESTED PARTIES



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2023-1069221

Date Filed:
 09/07/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lustrous Public Relations

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Antonio / Metropolitan Health

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 6100001234
 bilingual advertising and marketing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Espinoza, Danielle	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

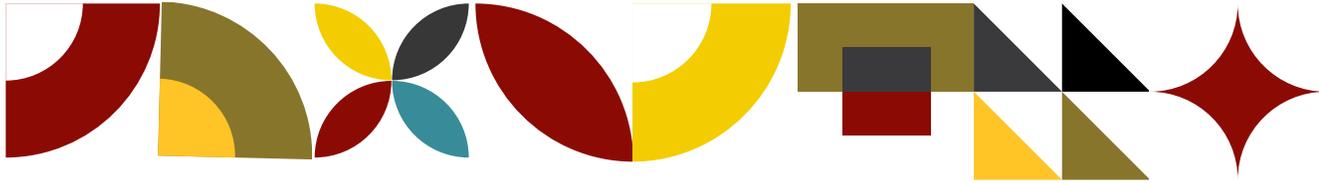
I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



SIGNATURE PAGE



RFP ATTACHMENT H

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>.

By submitting a proposal, electronically, Respondent represents that:

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 & 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 process.

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 Respondent 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.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

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

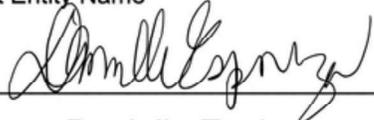
Acknowledgment of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that the contract to be awarded pursuant to this RFP has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Lustrous Public Relations

Respondent Entity Name _____

Signature:  _____

Printed Name: Danielle Espinoza _____

Title: Founder and CEO _____

(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.)

When submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. 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.

PROPOSAL CHECKLIST



RFQ ATTACHMENT I

PROPOSAL CHECKLIST

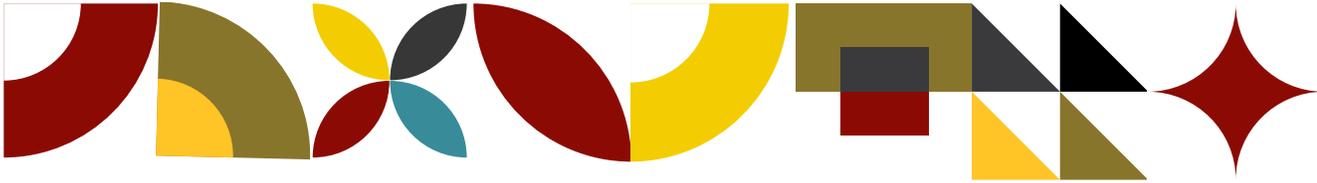
Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFQ MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	✓
Executive Summary	✓
General Information Form and Three (3) Reference Letters RFQ Attachment A, Part One	✓
Experience, Background and Qualifications RFQ Attachment A, Part Two	✓
Proposed Plan RFQ Attachment A, Part Three	✓
+Contracts Disclosure Form RFQ Attachment B	✓
Litigation Disclosure Form RFQ Attachment C	✓
+SBEDA Form RFQ Attachment D; and Associated Certificates, if applicable	✓
+Local Preference Program Identification Form RFQ Attachment E	✓
+Veteran-Owned Small Business Preference Program Identification Form RFQ Attachment F	✓
Proof of Insurability (See RFQ Exhibit 2) Insurance Provider's Letter and Copy of Current Certificate of Insurance	✓
+Certificate of Interested Parties (Form 1295) RFQ Attachment G	✓
+Signature Page RFQ Attachment H	✓
Proposal Checklist RFQ Attachment I	✓
+Signed Addenda, if applicable.	✓
One COMPLETE (1) electronic submission through SAePS.	✓

+Documents marked with a (+) on this checklist require a signature.

Be sure all forms that require a signature are done so prior to submittal of the proposal.

SIGNED ADDENDA





ADDENDUM I

SUBJECT: SA Climate Ready Public Engagement & Communications Initiative (RFQ 24-010, RFx# 6100017467), Scheduled to Open: November 14, 2023; Date of Issue: October 13, 2023.

FROM: Charisma Esparza
Procurement Manager, Finance Department

DATE: October 27, 2023

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I TO THE ABOVE REFERENCED REQUEST FOR QUALIFICATIONS WHICH IS HEREBY AMENDED AS FOLLOWS:

1. **REMOVE & REPLACE:** Section 004 - Scope of Service is hereby removed in its entirety and replaced with updated language. Please review revised RFQ posted as an updated document in SAePS.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011 RESTRICTIONS ON COMMUNICATION:

Question 1: Are there any specific concepts or campaigns that you would like us to create for this proposal?

Response: The specifics concepts are outlined in Section 004, Scope of Service:

- o Climate Change Education and Awareness
- o Art & Cultural Education
- o Urban Heat Island and Cool Pavement Implementation
- o Inflation Reduction Act Campaign
- o EV and Solar Ready Requirements for New Construction
- o Electric Vehicles and Charging Infrastructure
- o Renewable Energy Programs
- o Property Assessed Clean Energy (PACE)
- o CoSA Internal Municipal Sustainability and Climate Programs
- o Community-Based Organization Resilience Hub Initiatives
- o Community-Based Organization Grant Program Administration
- o Federal grants

The Office of Sustainability will work with the awardee to determine a timeline or targeted message as needed for the above topics.

We will continue with the Who Cares? campaign and utilize it as the foundation for the above communication topics.

Danielle Espinoza
CEO, Lustrous Public Relations
Addendum Received and Acknowledged
11-6-23

Charisma Esparza
Procurement Manager, Procurement Division
City of San Antonio, Finance Department



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Danielle Espinoza
CEO, Lustrous Public Relations
Addendum Received and Acknowledged
11-6-23

Charisma Esparza
Procurement Manager, Procurement Division
City of San Antonio, Finance Department



ADDENDUM II

SUBJECT: SA Climate Ready Public Engagement & Communications Initiative (RFQ 24-010, RFx# 6100017467), Scheduled to Open: November 14, 2023; Date of Issue: October 13, 2023.

FROM: Denise Gómez Esquivel, C.P.M., CPPB
Procurement Administrator, Finance Department

DATE: October 31, 2023

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II TO THE ABOVE REFERENCED REQUEST FOR QUALIFICATIONS WHICH IS HEREBY AMENDED AS FOLLOWS:

- 1. ADD: PRE-SUBMITTAL CONFERENCE SIGN IN SHEET.** Posted as a separate document.

Danielle Espinoza
CEO, Lustrous Public Relations
Addendum Received and Acknowledged
11-6-23

Charisma Esparza
Procurement Manager
Finance Department – Procurement Division