

2009-06-18-0528

AN ORDINANCE

**AUTHORIZING A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT IN AN ANNUAL AMOUNT UP TO \$70,000.00 WITH SAY SI TO IMPLEMENT, OPERATE AND PROMOTE A CITY-WIDE ARTS EDUCATION PLAN AND ARTS EDUCATION SCHOLARSHIPS, FUNDED BY HOTEL OCCUPANCY TAX REVENUES.**

\* \* \* \* \*

**WHEREAS**, in 2003, the Office of Cultural Affairs developed San Antonio’s first City-wide cultural plan, The Cultural Collaborative (“TCC”) and the ten-year plan, supported by thirty-eight (38) strategies, was adopted by City Council in 2005 to support the growth and recognition of San Antonio's creative economy; and

**WHEREAS**, since its adoption, TCC has supported arts education in schools by implementing various strategies in partnership with the San Antonio Arts Education Task Force (“SAAET”) which is comprised of arts education stakeholders; and

**WHEREAS**, in February 2009, the Office of Cultural Affairs, in coordination with the City's Purchasing Department, issued an Request for Proposals (“RFP”) soliciting a qualified entity to continue the development, management, coordination and administration of the previously completed tasks of SAAET and to continue the education scholarship program; and

**WHEREAS**, Say Si, a non-profit youth organization was the sole respondent to the RFP and a review panel analyzed the proposal and determined that Say Si met the requirements outlined in the RFP and recommended negotiating a contract with the agency; and

**WHEREAS**, City staff recommends entering a Professional Services Agreement with Say Si to implement, operate and promote a City-wide Arts Education Plan and arts education scholarships; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The terms and conditions of a Professional Services Agreement with Say Si to implement, operate and promote a City-wide Arts Education Plan and arts education scholarships are authorized and approved.

**SECTION 2.** The City Manager, or her designee, is authorized to execute the Professional Services Agreement with Say Si. A copy of the Professional Services Agreement, previously executed by Say Si, is attached to this Ordinance as Exhibit I.

**SECTION 3.** Funding for this Ordinance is available as part of the Fiscal Year 2009 budget per the table below:

LB  
06/18/09  
Item #28

Amount	Cost Center	General Ledger	Fund
\$70,000.00	2801010006	5201040	29006000

**SECTION 4.** Payment not to exceed the budgeted amount is authorized to Say Si and shall be encumbered with a purchase order.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

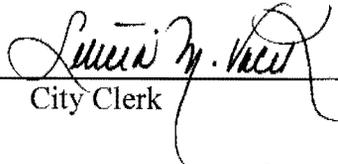
**SECTION 6.** This Ordinance shall be effective on and after the tenth day after passage.

**PASSED AND APPROVED** this 18<sup>th</sup> day of June, 2009.



**M A Y O R  
JULIÁN CASTRO**

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for City Attorney

<b>Agenda Item:</b>	28 ( in consent vote: 4, 5, 8, 9, 11, 12, 13, 14, 15, 16, 17, 19, 20, 22A, 22B, 22C, 22D, 22E, 22F, 22G, 22H, 23, 24, 25, 26, 28, 29, 31, 33 )						
<b>Date:</b>	06/18/2009						
<b>Time:</b>	09:36:59 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a two-year professional services agreement in an annual amount up to \$70,000.00 with Say Si to implement, operate and promote a City-wide Arts Education Plan and arts education scholarships, funded by Hotel Occupancy Tax revenues. [Penny Post oak Ferguson, Assistant City Manager; Felix Padron, Director, Cultural Affairs]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julian Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x			x	
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				x
Diane G. Cibrian	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10	x					

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
TCC ARTS EDUCATION INITIATIVE**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”), acting by and through its City Manager, pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of June, 2009, and Say Si, by and through its Director (“Contractor”), 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.

**I. DEFINITIONS**

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Contractor” is defined in the preamble of this Agreement and includes its successors.

“Director” shall mean the acting director of City’s Office of Cultural Affairs.

**II. TERM**

2.1 It is anticipated that the term of the contract shall commence June 28, 2009 and shall continue through June 27, 2011. However, the City may terminate the Agreement at any time if funds are restricted, withdrawn, or not approved, if Contractor’s service is unsatisfactory or for any other reason provided for in Article VII. Termination.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**III. SCOPE OF SERVICES**

3.1 Contractor agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation.

3.2 Contractor shall:

- 3.2.1 Create and hire a full time Arts Education Project Director (“Project Director”) to act as the City’s fiscal agent under this Agreement;
- 3.2.2 Develop, manage, coordinate, and administer a comprehensive arts education plan benefiting both citizens and visitors, including the following
  - i. information on recent milestones of the Arts Education Initiative;
  - ii. provide a timeline for short-term and long-term action steps; and
  - iii. reference similar arts education initiatives, including but not limited to Big Thought, Dallas, Texas, Arts for All, Los Angeles, California and CAPE, Chicago, Illinois;
- 3.2.3 Manage and oversee the award of twenty-five thousand dollars (\$25,000.00) annually in scholarships benefiting local students. Contractor shall:
  - i. develop an application and selection process;
  - ii. submit a report to City on the process for awarding scholarships;
  - iii. utilize the process to select recipients; and
  - iv. submit a list of organizations receiving scholarships to City, including the amounts of each scholarship; and
- 3.2.4 Submit quarterly progress reports to City.

3.3 All work performed by Contractor 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 Contractor, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor’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.

#### **IV. COMPENSATION TO CONTRACTOR**

4.1 In consideration of Contractor’s performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Contractor an amount not to exceed forty-five thousand dollars (\$45,000.00) as total compensation for the Project Director position, to be paid to Contractor as follows:

- 4.1.1 Contractor shall be reimbursed for Project Director’s salary on a monthly basis. Contractor shall submit the number of hours worked by Project Director along with a monthly invoice. City shall reimburse Contractor

within fifteen (15) days of the receipt of said invoice and the accompanying documentation.

4.2 Scholarships. City shall fund the scholarships provided for in Subsection 3.2.3 in the total annual amount of twenty-five thousand dollars (\$25,000.00). City shall fund twelve thousand five hundred dollars (\$12,500.00) to Contractor upon receipt of the list required under Subsection 3.2.3(d) and the remaining twelve thousand five hundred dollars (\$12,500.00) upon receipt of an invoice subject to the provisions of Section 3.3.

4.3 No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City. The Parties hereby agree that all compensable expenses of Contractor have been provided for in the total payment to Contractor as specified in section 4.1 above. Total payments to Contractor cannot exceed the amounts set forth in Sections 4.1 and 4.2 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.4 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to Contractor following written 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 Contractor, for the payment of any monies or the provision of any goods or services.

## **V. OWNERSHIP OF DOCUMENTS**

5.1 Any and all writings, documents or information in whatsoever form and character produced by Contractor 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 Contractor.

5.2 Contractor 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.

## **VI. RECORDS RETENTION**

6.1 Contractor 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.

6.2 Contractor 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, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor 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 Contractor to return said documents to City prior to or at the conclusion of said retention.

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

## VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either Party upon thirty (30) calendar days written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 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:

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

7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default within such fifteen-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 contractor 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 contractor against Contractor'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.

7.4.1 Failure to comply with the terms and conditions stated in Article XIV. SBEDA;

- 7.4.2 Bankruptcy or selling substantially all of company's assets;
- 7.4.3 Failing to perform or failing to comply with any covenant herein required;  
or
- 7.4.4 Performing unsatisfactorily;

7.5 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.

7.6 Regardless of how this Agreement is terminated, Contractor shall affect 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 Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor 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 Contractor 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 Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

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

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

## VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL

Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
Attn: Sebastian Guajardo  
Office of Cultural Affairs  
318 W. Houston, Suite 301  
San Antonio, Texas 78205

If intended for Contractor, to:

Say Si  
Attn: Jon Hinojosa  
1518 S. Alamo  
San Antonio, Texas 78204

#### IX. [Reserved]

#### X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Cultural Affairs Department, which shall be clearly labeled "TCC Arts Education Initiative" in the Description of Operations block of the Certificate. The original 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 Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and 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 Cultural Affairs Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 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 whereupon City may incur increased risk.

10.3 A contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of

Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> <li>a. Premises operations</li> <li>b. Independent Contractors</li> <li>c. Products/completed operations</li> <li>d. Personal Injury</li> <li>e. Contractual Liability</li> </ul>	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

10.5 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should

there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.6 In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

10.8 It is agreed that Contractor'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.

10.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

10.10 Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

## XI. INDEMNIFICATION

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

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

11.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Contractor 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 Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor 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.

11.4 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of Contractor, 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 Contractor or any subcontractor under worker's compensation or other employee benefit acts.

## **XII. ASSIGNMENT AND SUBCONTRACTING**

12.1 Contractor 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 Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.

12.2 It is City's understanding and this Agreement is made in reliance thereon, that Contractor does not intend to use any subcontractors in the performance of this Agreement. Any use of subcontractors shall be approved by City of San Antonio City Council ("City Council"), as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor. Notwithstanding the foregoing, changes may be made to Contractor's SBEDA Plan with the written approval of Director and City's SBEDA Program Manager, without requiring additional approval of the City Council, regardless of whether a subcontractor listed on that plan is also identified in this paragraph.

12.3 Any work or services approved for subcontracting 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 Contractor. City shall in no event be obligated to any

third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.4 Except as otherwise stated herein, Contractor 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 City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

12.5 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 Contractor 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 Contractor 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 Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

### **XIII. INDEPENDENT CONTRACTOR**

13.1 Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor 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 consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. 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 Contractor under this Agreement and that the Contractor has no authority to bind the City.

### **XIV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)**

14.1 SBEDA Program. The City has adopted a Small Business Economic Development Advocacy Ordinance (the "SBEDA Program"), which is posted on the City's Economic Development Department website and is also available in hard copy form upon request to the City. In addition to the definitions provided in the SBEDA Program, the following definitions will apply pursuant to SBEDA Program requirements and this Agreement:

14.2 SBEDA Enterprise ("SE") – A corporation, limited liability company, partnership, individual, sole proprietorship, joint stock company, joint venture, professional association or any other legal entity operated for profit that is properly licensed, as applicable, and otherwise

authorized to do business in the state of Texas and certified pursuant to SBEDA Program requirements.

14.3 Commercially Useful Function – A function performed by an SE when it is responsible for supplying goods or for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether an SE is performing a Commercially Useful Function, the amount of work subcontracted, industry practices and other relevant factors shall be evaluated. Commercially Useful Function is measured for purposes of determining participation on a contract, not for determination of certification eligibility.

14.4 Conduit – An SE that knowingly agrees to pass the scope of work for which it is listed for participation, and is scheduled to perform or supply on the contract, to a non-SE firm. In this type of relationship, the SE has not performed a Commercially Useful Function and the arranged agreement between the two parties is not consistent with standard industry practice. This arrangement does not meet the Commercially Useful Function requirement and therefore the SE’s participation does not count toward the SE utilization goal.

14.5 SBEDA Plan – The Good Faith Effort Plan (“GFEP”), SBEDA Narrative, List of Subcontractors/Suppliers and executed Letters of Intent (all as applicable) that are submitted with Contractor’s proposal for this project Agreement, attached hereto and incorporated herein as part of Exhibit II.

14.6 For this Agreement, the Parties agree that:

14.6.1 The terms of the City’s SBEDA Ordinance, as amended, together with all requirements and guidelines established under or pursuant to the Ordinance (collectively, the “SBEDA Program”) are incorporated into this Agreement by reference; and

14.6.2 The failure of Contractor or any applicable SE to comply with any provision of the SBEDA Program shall constitute a material breach of the SBEDA Program and this Agreement.

14.6.3 Failure of Contractor or any applicable SE to provide any documentation or written submissions required by the City Managing Department or SBEDA Program Office pursuant to the SBEDA Program, within the time period set forth by the SBEDA Program Office, shall constitute a material breach of the SBEDA Program and this Agreement.

14.6.4 During the Term of this Agreement, and any renewals thereof, any unjustified failure to utilize good faith efforts to meet, and maintain, the levels of SE participation identified in Contractor’s SBEDA Plan (Exhibit II) shall constitute a material breach of the SBEDA Program and this Agreement.

14.6.5 Contractor shall pay all suppliers and subcontractors identified in its SBEDA Plan (Exhibit II) in a timely manner for satisfactory work, pursuant to and as outlined in Section VII, Paragraph F(2)(e) of the SBEDA Ordinance, as amended. Documentation of all billing and payment information applicable to SBEDA Plan suppliers and subcontractors shall be submitted by Contractor to the City Managing Department. Failure to pay SEs in a timely manner or submit the required billing and payment documentation shall constitute a material breach of this Agreement.

14.7 The Parties also agree that the following shall constitute a material breach of the SBEDA Program and this Agreement:

14.7.1 Failure of Contractor to utilize an SE that was originally listed at bid opening or proposal submission to satisfy SBEDA Program goals in order to be awarded this Agreement, or failing to allow such SE to perform a Commercially Useful Function; or

14.7.2 Modification or elimination by Contractor of all or a portion of the scope of work attributable to an SE upon which the Agreement was awarded; or

14.7.3 Termination by Contractor of an SE originally utilized as a Subcontractor, Joint Venturer, Supplier, Manufacturer or Broker in order to be awarded the Agreement without replacing such SE with another SE performing the same Commercially Useful Function and dollar amount, or without demonstrating each element of Modified Good Faith Efforts to do so; or

14.7.4 Participation by Contractor in a Conduit relationship with an SE scheduled to perform work that is the subject of this Agreement.

14.8 Remedies for Violation of SBEDA Program. The Parties further agree that in addition to any other remedies the City may have at law or in equity, or under this Agreement for material breach, including the specified remedies available under the SBEDA Program for Alternative Construction Delivery Method, the City shall be entitled, at its election, to exercise any one or more of the following remedies if the Contractor materially breaches the requirements of the SBEDA Program:

14.8.1 Terminate this Agreement for default;

14.8.2 Suspend this Agreement for default;

14.8.3 Withhold all payments due to the Contractor under this Agreement until such violation has been fully cured or the Parties have reached a mutually agreeable resolution; and/or

14.8.4 Offset any amounts necessary to cure any material breach of the requirements of the SBEDA Program from any retainage being held by the City pursuant to the Agreement, or from any other amounts due to the Contractor under the Agreement.

14.8.5 Suspension, Revocation or Modification of SE Certification: The SBEDA Program Office may suspend or revoke an offending SE's eligibility for Certification, and may suspend its participation from counting toward a project goal, based upon such SE's acting as a Conduit, failing to comply with the provisions of the SBEDA Program, failing to perform a Commercially Useful Function on a project, failing to submit information as required by the SBEDA Program Office, submitting false, misleading or materially incomplete statements, documentation or records, or failing to cooperate in investigations. The SBEDA Program Office may further modify the list of areas for which an SE is certified, if the SE is routinely failing to submit bids or proposals for work in a particular area, or if it becomes apparent that the SE is not qualified to perform work in a particular area.

14.9 The Parties agree that nothing in the SBEDA Program or that any action or inaction by the SBEDA Program Office or the SBEDA Program Manager shall be deemed a representation or certification that an SE is qualified to perform work in a particular area for the purposes of this Agreement.

14.10 The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

14.11 City Process For Exercising SBEDA Program Remedies. The SBEDA Program Manager shall make all decisions regarding the suspension or revocation of an SE's certification as well as the duration of such suspension or revocation. The SBEDA Program Manager shall make a recommendation to the Managing Department Director regarding appropriate remedies for the City to exercise in the event a contractor violates the SBEDA Program. The Managing Department Director shall make a recommendation regarding appropriate remedies to the City Manager or designee, who shall have final approval regarding the remedy to be exercised except for termination of the Agreement. If the recommended remedy is to terminate the Agreement, then the Managing Department Director or City Manager, or her designee, shall bring forward the recommendation to City Council for final determination.

14.12 Special Provisions for Extension of Agreements. In the event the City extends this Agreement without a competitive Bid or Proposal process, the City Managing Department responsible for monitoring the Agreement shall establish the following, subject to review and approval by the SBEDA Program Manager:

14.12.1 a SBEDA Utilization Goal for the extended period; and

14.12.2 a modified version of the Good Faith Efforts (“Modified Good Faith Efforts Plan”) set forth in the SBEDA Program Ordinance, as amended, if Consultant does not meet the SBEDA Utilization Goal; and

14.12.3 the required minimum Good Faith Efforts outreach attempts that Consultant shall be required to document in attempting to meet the SBEDA Utilization Goal. The SBEDA Utilization Goal, Modified Good Faith Efforts Plan and the required number of minimum Good Faith Efforts outreach attempts shall be added into the Agreement extension document. The Contractor entering into the extension shall either meet the SBEDA Utilization Goal or document that it has made the Good Faith Efforts to meet the SBEDA Utilization Goal. Failure to do so shall:

- i. subject Contractor to any of the remedies listed above; and/or
- ii. result in a new bid or proposal request of the Agreement that was considered for extension.

## **XV. CONFLICT OF INTEREST**

15.1 Contractor 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 Part B, Section 10 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.

15.2 Pursuant to the subsection above, Contractor 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. Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

## **XVI. AMENDMENTS**

16.1 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 Contractor, and subject to approval by the City Council, as evidenced by passage of an ordinance.

## **XVII. SEVERABILITY**

17.1 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.

## **XVIII. LICENSES/CERTIFICATIONS**

18.1 Contractor warrants and certifies that Contractor 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.

## **XIX. COMPLIANCE**

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

## **XX. NONWAIVER OF PERFORMANCE**

20.1 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 XVI. 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.

## **XXI. LAW APPLICABLE**

21.1 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.

21.2 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.

## XXII. LEGAL AUTHORITY

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

## XXIII. PARTIES BOUND

23.1 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.

## XXIV. CAPTIONS

24.1 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.

## XXV. INCORPORATION OF EXHIBITS

25.1 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:

Exhibit I: Request for Proposals for TCC Arts Education Initiative

Exhibit II: Contractor's proposal

## XXVI. ENTIRE AGREEMENT

26.1 This Agreement, together with its authorizing ordinance and its exhibits, constitutes 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 XVI. Amendments.

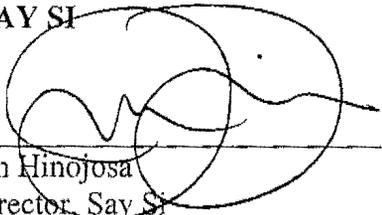
**EXECUTED** and **AGREED** to be effective June 28, 2009.

**CITY OF SAN ANTONIO**

**SAY SI**

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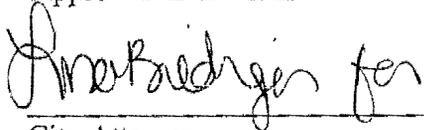
Felix Padrón  
Director, Office of Cultural Affairs



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Jon Hinojosa  
Director, Say Si

Approved as to Form:



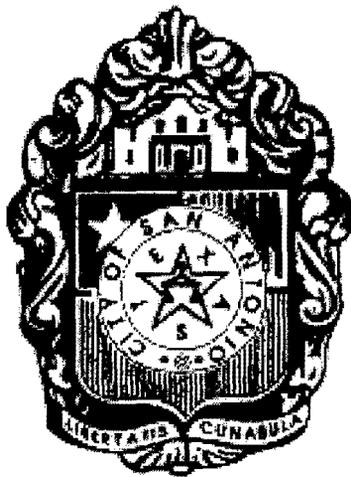
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Amy Rodriguez  
City Attorney

Exhibit  
I

**CITY OF SAN ANTONIO**

**Office of Cultural Affairs**



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

**for**

**TCC Arts Education Initiative  
RFP-09-019-TC**

**Issued: Friday, February 20, 2009  
Proposals Due: Wednesday, March 25, 2009, 11:00 a.m.**

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## I. OBJECTIVE

The City of San Antonio, Office of Cultural Affairs (City) is soliciting proposal to implement, operate and promote an Arts Education Plan within the San Antonio community. The selected Respondent will be required to establish a full time Arts Education Project Director position to serve as the fiscal agent responsible for developing, managing, coordinating, and administering a comprehensive arts education plan.

## II. BACKGROUND

The City's Office of Cultural Affairs (OCA) aims to provide San Antonio residents with greater access to arts and cultural programs by supporting related organizations, individual artists, community groups and the tourism industry. In 2003, as part of OCA's mission, the office initiated the development of San Antonio's first city-wide ten-year cultural plan, The Cultural Collaborative (TCC). OCA's Cultural Collaborative Division oversees the implementation of San Antonio's Cultural Plan as well as manages special arts and cultural projects that foster the growth of San Antonio's creative economy. TCC serves as a framework to strengthen the city's cultural infrastructure and pave way for the implementation of initiatives that will make a substantial difference to the heart and soul of the San Antonio community.

Since its adoption in 2005, TCC has worked specifically to support arts education in schools and the expansion of neighborhood cultural activities for San Antonio's youth. The plan includes 38 TCC strategies divided into five subgroups; (1) Access; (2) Economic Development; (3) Awareness; (4) Authenticity; and (5) Resources.

Proposed strategies listed within the plan are prioritized, but not fixed, and implementation has occurred in all goal areas. The objective of the Access Strategies is to provide greater access to arts and cultural programs to residents throughout San Antonio and support a healthy creative economy that benefits residents and visitors alike. Strongly supported by both the City and its citizens, TCC's Access goal encompasses the following arts education strategies for the benefit of children and adults alike:

- Establish a partnership to address arts and cultural education on a policy level.
- Make existing arts education resources more available through information and referrals, coordination of existing programs and development of a comprehensive resource directory.
- Create an arts and cultural education staff position to support the arts and cultural education partnership.
- Strengthen the arts education curricula, programming and community connections with schools.
- Create a scholarship program for students and continuing education program for artists.

Since the adoption of the Cultural Collaborative in 2005, the Office of Cultural Affairs has supported the community's collaborative efforts to implement these strategies. Much work been completed and progress has been achieved by a dedicated group of individuals representing arts agencies, school districts, community organizations, and the San Antonio Arts Education Task Force. The work completed by these dedicated individuals is built on the following beliefs:

- Arts and Culture should be a reflection of one another, integrated, integral, and mutually nourishing.
- Life-long learning in the arts is crucial to the development of healthy selves, neighborhoods and communities.
- The community benefits from multi-faceted arts opportunities—formal, informal, institutionalized, individual, and grass-roots.
- Everyone should have equal access to arts learning and arts experiences.

With the following overarching objectives:

- To connect all advocacy organizations and individual advocates for arts education to collaborate together in order to have greater impact.
- To be a clearinghouse for individuals and organizations seeking arts education opportunities in an effort to connect them to individuals and organizations that provide arts education services.
- To nurture and support arts education-related initiatives throughout Greater San Antonio.

The community has worked within this belief structure and towards these objectives to achieve the following milestones:

- Sponsored and organized the “Big Event with Big Thought.”
- Established a database of over 350 partners and community contacts, with 56 paid members.
- Developed a Resource Guide and website. Information gathering, shaping, planning, design, and enhancement continue to be in progress.
- Awarded twelve scholarships to area high schools that have helped the visual arts, theatre arts, choral, and music programs and build relationships between schools and community organizations.
- Developed a Core Value Statement approved by the membership.
- Written a Strategic Plan through the work of a community-wide vision workshop and a three-day retreat and taken steps to implement the plan.
- Formed study groups to discuss scholarship and research exploring the topic of arts education in all of its mediums.

To date, 71% of plan strategies have either been initiated or fully implemented. To obtain a complete copy of the June 2005 Cultural Collaborative Plan, go to <http://www.sahearts.com/Portals/0/TCCPlan.pdf>.

To ensure the continued progress in achieving TCC Arts Education Access strategies in the most effective and efficient manner, the City is seeking a qualified individual or entity to act as fiscal agent supporting the City’s arts and cultural education initiative. Through contract funding, the selected Respondent shall create and hire an Arts Education Project Director who will be solely responsible for developing, managing, coordinating, and administering a comprehensive blueprint for arts education in greater San Antonio. The blueprint must include educational initiatives to promote systemic and balanced provision of arts education as well as a recommended plan which is highly beneficial to both San Antonio citizens and visitors.

### III. SCOPE OF SERVICES

The selected Respondent's shall be responsible for the following:

1. Create and hire a full time Arts Education Project Director to act as the City's fiscal agent under this contact;
2. Develop, manage, coordinate, and administer a comprehensive arts education plan benefiting both citizens and visitors.

The selected Respondent's plan must include:

1. Information on recent milestones of the arts education initiative;
2. Provide a timeline for short term and long term action steps; and
3. Reference similar arts education initiatives (i.e. - Big Thought, Dallas, Texas; Arts for All, Los Angeles, CA; and CAPE, Chicago, IL).

#### **Arts Education Project Director**

Funding available through this RFP shall be used solely for salary and/or benefits of the selected Respondent's Arts Education Project Director.

Respondents are to provide within their RFP submittal, additional costs required for supporting a dedicated Arts Education Project Director position. Respondent will be responsible for associated costs to support job performance including, but not limited to, office space and equipment. Respondents will also be required to provide details that demonstrate their capacity for implementing the arts education strategies of The Cultural Collaborative. Attachment G - Arts Education Project Director Job Description provides a detailed job summary; essential job functions; plus, qualification and education requirements necessary for identifying the ideal candidate. Note: The selected Respondent will be required to utilize the provided job description.

#### **Minimum Requirements**

1. To be eligible for funding consideration Respondent must:
  - a) Have its primary base of business operations in the City of San Antonio;
  - b) Have been in existence for a minimum of five years;
2. During the contract term, should any of the selected Respondent's assigned personnel become unavailable and therefore jeopardize the administration of the contract, a competent replacement must be provided immediately.
3. The selected Respondent will provide proven internal control procedures to protect the City from financial loss, resulting from any aspect of administering the Contract.
4. The selected Respondent shall be available to attend meetings and make presentations as requested by the City, such as community organizations or presentations to City Staff.

#### IV. OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent 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 with public funds are declared to be public property and 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 the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

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 officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

#### V. INTELLECTUAL PROPERTY

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

1. Either:
  - a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow

the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

- b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
  - c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.
2. Respondent further agrees to:
- a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
  - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
  - c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

- 1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
- 2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
- 3. the liability claimed shall not have arisen out of the City's negligent act or omission, and
- 4. the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

## VI. TERM OF CONTRACT

It is anticipated that the term of the contract shall commence upon City Council approval and continue through March 31, 2011. However, the City may terminate the contract at any time if funds are restricted, withdrawn, not approved or Respondent's service is unsatisfactory; it being understood that funds for each fiscal year are contingent upon budgetary appropriation by City Council.

## VII. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held in the Purchasing and General Services Department, Main Conference Room located in Riverview Towers, 111 Soledad, 11<sup>th</sup> Floor, San Antonio, Texas 78205 at **10:00 a.m., Central Time, on Tuesday, March 10, 2009.** Respondents are

encouraged to prepare and submit their questions in writing five (5) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference is optional but encouraged.

This meeting place is accessible to disabled persons. Riverview Towers is wheelchair accessible. The accessible entrance is located at 111 Soledad, San Antonio, Texas 78205. Accessible parking spaces are located at the Rand Parking Garage, 122 N. Main Avenue, San Antonio, Texas 78505. Entrance to the parking garage is located on Soledad immediately following the Riverview Towers Building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

## VIII. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

- A. **RESPONDENT QUESTIONNAIRE**: Complete and submit RFP Attachment A, Respondent Questionnaire.
- B. **DISCRETIONARY CONTRACTS DISCLOSURE**: Complete, sign and submit RFP Attachment B, Discretionary Contracts Disclosure Form.
- C. **LITIGATION DISCLOSURE**: Complete and submit RFP Attachment C, Litigation Disclosure Form. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.
- E. **SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM FORM**: Complete, sign and submit the List of Subcontractors/Suppliers contained in RFP Attachment D.
- F. **FINANCIAL INFORMATION**: Submit a copy of Respondent's most recent annual financial statement, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant. Provide only one (1) copy of this document with the original packet.

- G. PROOF OF INSURABILITY:** Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
1. **SIGNATURE PAGE:** Respondent must complete, sign and submit the Signature Page found in RFP Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal.
- J. **PROPOSAL CHECKLIST:** Complete and submit the Proposal Checklist found in RFP Attachment I.

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

## IX. AMENDMENTS TO RFP

Changes, amendments, or written responses to questions received in compliance with Section XI, Restrictions on Communication may be posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section XI, Restrictions on Communication, that Respondent wishes to receive copies of changes, amendments, or written responses to questions by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

## X. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) original, signed in ink, eight (8) copies, and one (1) compact disk (CD) in Adobe PDF format of the Proposal, in a sealed package, clearly marked on the front of the package "**TCC Arts Education Initiative**". All Proposals must be received in the City Clerk's office no later than **11:00 a.m., Central Time, on Wednesday, March 25, 2009** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the

possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office, Attn: Office of Cultural Affairs  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Office of Cultural Affairs  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper inside a three ring binder. The use of recycled paper is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Electronic files, websites, or URLs shall not be included as part of the proposal, other than the CD specified above. Each proposal must include the sections and attachments in the sequence listed in the RFP Section VIII, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.
- C. Respondents who submit proposals to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings.
- If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on their proposal's Respondent Questionnaire, the Director of the Office of Cultural Affairs shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.
- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will

not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

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

## XI. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration. Exceptions to the restrictions on communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **3:00 p.m., Central Time, on Friday, March 13, 2009**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail or by fax to:

Terri Canal, Contract Coordinator  
City of San Antonio, Purchasing & General Services Department  
[Terri.Canal@sanantonio.gov](mailto:Terri.Canal@sanantonio.gov)

However, questions sent by certified mail, return receipt requested, will also be accepted and should be addressed to:

Terri Canal, Contract Coordinator  
City of San Antonio, Purchasing & General Services Department  
P.O. Box 839966  
San Antonio, TX 78283-3966

3. Respondents and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy Program policy and/or completion of the List of Subcontractors/Suppliers form. The point of contact is Ms. Melissa Aguillon. Ms. Aguillon may be reached by telephone at (210) 207-3900 or by e-mail at [Melissa.Aguillon@sanantonio.gov](mailto:Melissa.Aguillon@sanantonio.gov).

Contacting her or her office regarding this RFP after the proposal due date is not permitted.

4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.

B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.

## XII. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Experience, Background, Qualifications (40%)
- B. Proposed Plan (40%)
- C. Small Business Economic Development Advocacy Program (SBEDA) (20%):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

S/MBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency, the City's certifying agency, or approved by the Director of Economic Development or designee to be considered HUEs.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
  - a. One percent (1%) for submission/approval of the List of Subcontractors/Suppliers.
  - b. One percent (1%) for meeting/exceeding the MBE goal.
  - c. One percent (1%) for meeting/exceeding the WBE goal.
  - d. One percent (1%) for meeting/exceeding the AABE goal.
  - e. One percent (1%) for meeting/exceeding the SBE goal.

### **XIII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within a specified time, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

- I. Conflicts of Interest. Respondent 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 the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he 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; or 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.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – RFP Attachment B)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

#### XIV. SCHEDULE OF EVENTS

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

RFP Issue Date	Friday, February 20, 2009
Pre-Submittal Conference	Tuesday, March 10, 2009, 10:00 a.m.
Final Questions Accepted	Friday, March 13, 2009, 3:00 p.m.
Proposals Due	Wednesday, March 25, 2009, 11:00 a.m.

**RFP ATTACHMENT A**  
**RESPONDENT QUESTIONNAIRE**



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

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

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

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

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

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

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

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

7. **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

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

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

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

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

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

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

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

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

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

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

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11. Provide any other names under which Respondent has operated within the last 10 years.

**PART B - REFERENCES** - Provide three (3) references in which the Respondent had provided similar services for during the past three years.

**Reference No. 1:**

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

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

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

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

\_\_\_\_\_

**Reference No. 2:**

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

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

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

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

\_\_\_\_\_

**Reference No. 3:**

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

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

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

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

\_\_\_\_\_

**PART C - EXPERIENCE, BACKGROUND, QUALIFICATIONS** - Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed. Include details demonstrating the Respondent's measurable success promoting and providing collaborative arts education services/programs to the community within a minimum of three (3) years.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
6. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
7. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
9. Brochures: Include brochures and other relevant information about Respondent you wish the City to consider in its selection.

**PART D - PROPOSED PLAN** - Prepare and submit the following items.

1. Implementation Plan – Describe the proposed plan for implementing of an Arts Education Initiative as described in the RFP. Response should also include proposed timeline for each event and/or task.
2. Operating Plan – Describe the proposed plan for conducting operations, including service categories, specific tasks, and schedule of events.
3. Marketing Plan - Describe Plan to market proposed operation, including community outreach and utilization of specific media. Include with submittal, samples of outreach and/or promotional materials to be utilized. Identify minimum annual expenditures to be dedicated to marketing efforts.
4. Contract Administration Plan – Describe the proposed plan for ensuring effective internal control procedures are in place protecting the City from financial loss as it applies to this RFP.
5. Additional Information. Provide any additional plans and/or relevant information about Respondent’s approach to providing the required services.

**RFP ATTACHMENT B**

**DISCRETIONARY CONTRACTS DISCLOSURE FORM**

## City of San Antonio Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.*

<p>(1) Identify any individual or business entity<sup>1</sup> that is a <b>party</b> to the discretionary contract: Note: At a minimum, the Respondent's name should be listed.</p>  
<p>(2) Identify any individual or business entity which is a <b>partner, parent or subsidiary</b> business entity, of any individual or business entity identified above in Box (1):</p> <p><input type="checkbox"/> No partner, parent or subsidiary; or</p> <p>List partner, parent or subsidiary of each party to the contract and identify the corresponding party:</p>  
<p>(3) Identify any individual or business entity that would be a <b>subcontractor</b> on the discretionary contract.</p> <p><input type="checkbox"/> No subcontractor(s); or</p> <p>List subcontractors:</p>  
<p>(4) Identify any <b>lobbyist or public relations firm</b> employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.</p> <p><input type="checkbox"/> No lobbyist or public relations firm employed; or</p> <p>List lobbyists or public relations firms:</p>  

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

<p><b>(5) Political Contributions</b>                  List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any <i>current</i> or <i>former member</i> of City Council, any <i>candidate</i> for City Council, or to any <i>political action committee</i> that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):</p>			
<p><input type="checkbox"/> No contributions made; If contributions made, list below:</p>			
<b>By Whom Made:</b>	<b>To Whom Made:</b>	<b>Amount:</b>	<b>Date of Contribution:</b>
<p><b>(6) Disclosures in Proposals</b>                  Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate <u>Section 2-43 of the City Code (Ethics Code)</u>, ("conflicts of interest") by participating in official action relating to the discretionary contract.</p>			
<p><input type="checkbox"/> Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or</p> <p>Party aware of the following facts:</p>  			
<p><i>This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.</i></p>			
<b>Signature:</b>	<b>Title:</b>  <b>Company or D/B/A:</b>	<b>Date:</b>	

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**RFP ATTACHMENT C**  
**LITIGATION DISCLOSURE FORM**

## LITIGATION DISCLOSURE

**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.**

1. 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

2. 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

3. 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

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

**RFP ATTACHMENT D**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM  
POLICY AND LIST OF SUBCONTRACTORS/SUPPLIERS FORM**

## SMALL BUSINESS PROGRAM

### 1. Small Business Participation

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

### 2. DEFINITIONS related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least one year.

**3. Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>31%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>2.2%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with **Subcontractor A** for 10% of the contract. **Subcontractor A** is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with **Subcontractor B** for 13% of the contract. **Subcontractor B** is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to **Subcontractor C**—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with **Company D**. **Company D** is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, **Company D** will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with **Subcontractor F**. **Subcontractor F** is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as

a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. **List of Subcontractors/Suppliers Required**

Proposals shall include a List of Subcontractors/Suppliers, which shall identify the particular SBEs, MBEs, WBEs and AABEs to be utilized in the performance of a contract awarded pursuant to this RFP.

5. **MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

## LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder/Proposer, \_\_\_\_\_, as part of the procedure for the submission of bid/proposals on a project known as **TCC Arts Education Initiative**, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR/SUPPLIER	SBE-MBE-WBE-AABE CERTIFICATION NUMBER	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all SBE-MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	SBE-MBE-WBE-AABE CERTIFICATION NUMBER	REASON FOR REJECTION

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors/suppliers may obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Affirmed List of Subcontractors/Suppliers).

### AFFIRMATION

*I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.*

NAME AND TITLE OF AUTHORIZED OFFICIAL: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**RFP ATTACHMENT E**  
**INSURANCE REQUIREMENTS**

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

**INSURANCE**

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Cultural Affairs Department, which shall be clearly labeled “TCC Arts Education Initiative” in the Description of Operations block of the Certificate. The original 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 Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and 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 Cultural Affairs Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
  
- B) 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 whereupon City may incur increased risk.
  
- C) A Respondent’s financial integrity is of interest to the City; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$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	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

<p>4. Professional Liability (Claims Made Form)</p>	<p>\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.</p>
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D) Respondent 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 insured 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

F) In addition to any other remedies the City may have upon Respondent'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 Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

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

H) It is agreed that Respondent'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.

- I) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- J) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

**RFP ATTACHMENT F**  
**INDEMNIFICATION REQUIREMENTS**

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

### INDEMNIFICATION

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

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

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT 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 RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT 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.

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

**RFP ATTACHMENT G**

**ARTS EDUCATION PROJECT DIRECTOR JOB DESCRIPTION**

## **ARTS EDUCATION PROJECT DIRECTOR JOB DESCRIPTION**

### **JOB SUMMARY:**

This position is responsible for managing, coordinating and administrating the development of a comprehensive blueprint for arts education in greater San Antonio, including educational initiatives to promote systemic and balanced provision of arts education.

Directs the administrative functions necessary to support program activities which includes providing direction and ensuring that all aspects of related operations support these objectives, and for formulating policies and procedures, guidelines and strategies. The position is responsible for technical and policy guidance on plans, programs, and projects.

The position is responsible for identifying and mobilizing diverse stakeholders, including policy makers, implementers, and recipients of arts education; cultivating new partners; developing supportive policy and action at each level of involvement; and representing the initiative locally, statewide and at various levels; providing leadership with executive committee and funding partners.

### **ESSENTIAL JOB FUNCTIONS:**

1. Develops and manages strategies for all aspects of an arts education initiative with definable/measurable long-term goals, which includes directing the planning, design, implementation, and administration of the initiative.
2. Monitors and documents measurable program goals, objectives, and outcomes in adherence to contract, budget, and timeline.
3. Directs the analysis and implementation of the budget including the maintenance of financial and payment records and develops quarterly and annual reports including formative evaluation of activities and programs and recommends methods for improving efficiency and effectiveness of programs and services.
4. Establishes and maintains a strong collaborative network of strategic partnerships with institutions, agencies and individuals involved in arts education locally, regionally and nationally, including any established task force, steering and/or executive committee, regional and national arts education initiatives.
5. Represents the initiative to local, regional, and statewide audiences to advance arts education and advocate for a supportive policy framework for arts education by maintaining liaison with various agencies and organizations including school districts within the San Antonio city limits; community agencies, and other concerned organizations and individuals, both public and private.
6. Develops and manages branding and marketing initiatives and the mechanisms to disseminate it, including maintaining arts education website to provide extensive outreach to diverse constituencies; conducts presentations; and responds to media and public inquiries.

7. Provides leadership and guidance on resource development, including planning and monitoring funding strategies and developing strategic funding partnerships.
8. Provides technical and administrative supervision to staff and consultants and evaluates the work of program staff in implementing arts education programs.
9. Prepares reports and studies for the Executive Director and Committees as required.
10. Directs and manages the development of contracting initiatives for a range of arts education programs and projects, including services, planning, financing, evaluation of proposals, and negotiation of contract terms and conditions.

**TRAINING AND EXPERIENCE:**

Graduation from an accredited four (4) year college or university with major course work in arts, public or business administration or a related field and four (4) years progressively responsible program management experience. A Master's degree in a related field is highly desirable.

**DESIRABLE QUALIFICATIONS:**

Preferred candidate will have demonstrated knowledge of:

- current policies, trends, and relevant issues related to arts education in San Antonio and Texas; familiarity with the region to be served, its geography, student population, teachers and their needs; knowledge of current research related to arts education, teaching strategies, and assessment techniques.
- nonprofit practices, programming and policymaking; excellent organizational and time managements skills, ability to prioritize multiple and conflicting demands; excellent interpersonal and written and oral communication skills to interact with all various levels of employees, elected officials, nonprofit leaders, students, and the public.
- theories, principles, and practices of the arts, applicable local, state, and federal laws, rules and regulations governing funding sources for public agencies; theories, principles and practices of project planning, budgeting, and cost estimating; public sector procurement, contracting, budgeting, and accounting process; financial and analytical methods/procedures; modern management theories.

**RFP ATTACHMENT H**

**SIGNATURE PAGE**

## SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

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

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

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

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

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

\_\_\_\_\_  
Co-Respondent Entity Name

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

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

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

By signature(s) above, Respondent(s) agrees to the following:

1. 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.
2. 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 Attachments E & F.
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.
4. 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.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. 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.

**RFP ATTACHMENT I  
PROPOSAL CHECKLIST**

## PROPOSAL CHECKLIST

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

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
1	Respondent Questionnaire <ul style="list-style-type: none"> <li>• RFP Attachment A</li> <li>• Brochures, if applicable</li> </ul>	
2	*Discretionary Contracts Disclosure <ul style="list-style-type: none"> <li>• RFP Attachment B</li> </ul>	
3	Litigation Disclosure <ul style="list-style-type: none"> <li>• RFP Attachment C</li> </ul>	
4	*List of Subcontractors/Suppliers <ul style="list-style-type: none"> <li>• RFP Attachment D</li> <li>• and associated Certificates, if applicable</li> </ul>	
5	Financial Information (Original only)	
6	Proof of Insurability <ul style="list-style-type: none"> <li>• Insurance Provider's Letter</li> <li>• Copy of Current Certificate of Insurance</li> </ul>	
7	*Signature Page <ul style="list-style-type: none"> <li>• RFP Attachment H</li> </ul>	
8	Proposal Checklist RFP Attachment I	
	One (1) Original, eight (8) Copies, and <b>one (1) CD</b> of entire Proposal in PDF format.	

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

# Exhibit II

Statement of Interest

**Original**

March 23, 2009

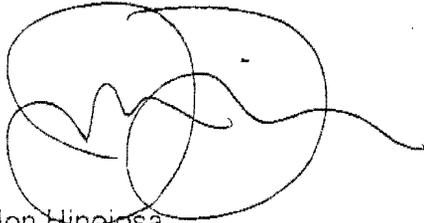
To Whom It May Concern:

Enclosed please find a completed proposal and the required attachments for the TCC – Arts Education Initiative: RFP-09-019-TC

Thank you for the opportunity to submit our proposal. SAY Sí and its Director have built strong and lasting relationships with the non-profit sector, public school systems and the philanthropic community and is ideally positioned to take a leadership role in this crucial and important initiative.

Please feel free to contact me at 212.8666 should you require additional information or have any questions.

Sincerely,



Jon Hinojosa  
Artistic | Executive Director

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK  
09 MAR 24 PM 12:03



### RESPONDENT QUESTIONNAIRE

**Instructions:** Please insert information requested in each Part of the Respondent Questionnaire. Do not modify or delete the questions. The completed Respondent Questionnaire shall not exceed twenty-five (25) pages in total length to include the form itself and inserted responses/information.

#### PART A - 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 this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: SAY SI

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

Principal Address: 1518 S Alamo

City: San Antonio State: TX Zip Code: 78204

Telephone No. 210-212-8666 Fax No: 210-212-5413

Social Security Number or Federal Employer Identification Number: 74-2759456

Texas Comptroller's Taxpayer Number, if applicable: 74-2759456-3

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

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

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

Partnership

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

Also, check one:  Domestic  Foreign

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

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

Name: Jon Hinojosa

Address: 1518 S Alamo

City: San Antonio State: TX Zip Code: 78204

Telephone No. 210-212-8666 Fax No: 210-212-5413

Email: jon@saysi.org

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

Yes  No

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

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

Certificate of Incorporation, Charter #01369559

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

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

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

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

Years **15** Months **1**

b. State the number of full-time employees at the San Antonio office. 7

7. **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

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

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

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

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

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

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

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

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

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

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

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11. Provide any other names under which Respondent has operated within the last 10 years.

N/A

**PART B - REFERENCES** - Provide three (3) references in which the Respondent had provided similar services for during the past three years.

**Reference No. 1:**

Firm/Company Name: Kronkosky Foundation  
Contact Name: Palmer Moe Title: CEO  
Address: 112 E Pecan #830  
City: San Antonio State: TX Zip Code: 57205  
Telephone No. 210-475-9000 Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date and Type of Service(s) Provided: Grant funded support for youth arts programs

**Reference No. 2:**

Firm/Company Name: Tobin Endowment  
Contact Name: Bruce Bugg Title: Trustee  
Address: 3316 Oakwell Court  
City: San Antonio State: TX Zip Code: 78218  
Telephone No. 210-930-5160 Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date and Type of Service(s) Provided: Grant funded support for youth arts programs

**Reference No. 3:**

Firm/Company Name: Surdna Foundation  
Contact Name: Ellen Rudolph Title: Program Manager  
Address: 330 Madison Ave  
City: New York State: New York Zip Code: 10017  
Telephone No. 212-557-0010 Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date and Type of Service(s) Provided: Grant funded support for youth arts programs

## **PART C - EXPERIENCE, BACKGROUND, QUALIFICATIONS**

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- 1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed. Include details demonstrating the Respondent's measurable success promoting and providing collaborative arts education services/programs to the community within a minimum of three (3) years.*

Serving San Antonio's youth, SAY Sí is a year round, long-term, non-profit, multidisciplinary arts program that provides students opportunities to develop artistic and social skills in preparation for higher educational advancement and professional careers. Core Values include: Encouraging High Standards of Achievement • Fostering Excellence and Leadership • Contributing to a Community of Reciprocal Learning and Providing a Culture of Support, Creativity and Purpose. For over 14 years SAY Sí has inspired and encouraged San Antonio's creative youth through these national award-winning programs:

**Project SAY Sí**, a comprehensive visual arts program for students in grades 9-12. Students study drawing, painting, sculpture, ceramics, and art history with a focus on the development of entrepreneurial and marketing skills.

**Project WAM** [Working Artists and Mentors], a year-round Saturday program for middle school youth in both visual and media arts. Senior students work as instructors providing peer-to-peer mentoring and learning opportunities.

**SAY Sí's MAS** [Media Arts Studio], an innovative technology based learning program that provides a hands-on focus in filmmaking and digital design.

**Teatro ALAS** [Activating Leadership, Art and Service] emphasizing leadership skills and civic engagement, our theatre program empowers youth to create work that addresses community concerns, challenges prejudices and social injustice, and celebrates diversity and difference.

**Project ABC** [Artists Building Communities], Alumni facilitate weekly art workshops for children and youth served by inner-city public schools and health and human service organizations including the Battered Women's Shelter, Santa Rosa Children's Hospital and many inner city title-one public schools

SAY Sí pursues its mission through arts educational programs that support San Antonio youth. School aged youth are our core population. We believe strongly that workforce and economic development begins with youth development. SAY Sí provides a foundation for urban youth to grow and develop real world skills that will set them on the path to college, provides a footing for navigating a continuously developing world and allows them the ability to make a difference in their community. All SAY Sí programs work in unison to enrich the lives of thousands of youth each year. We strive to help participants grow, develop skills and become responsible youth and adults.

#### Measurable Success - Specific Actions/Activities:

- In January 2007, SAY Sí moved into SAY Sí Central, our new state-of-the-art facility. SAY Sí Central gives our program the ability to serve more students and expand the scope of mediums and materials offered.
- SAY Sí received the 2002 Coming Up Taller Award from the President's Committee for the Arts and Humanities. This prestigious award is given to community-based programs that demonstrate excellence in the arts and humanities.
- Since moving into the new facility, we have increased the number of students enrolled in all programs from 121 to over 175+. These students range in age from eleven to 18 years of age. The current racial make-up is 71% Latino, 17% White, 11% African American and mixed race. The gender breakdown is 43% Male and 57% Female. SAY Sí will continue to increase the number of students served at on-site programs and the 3,500+ students in our outreach programming. We continue to take a cautious and deliberate approach with the increase in students. More students require new and increased resources and staffing. We are committed to making sure that all our programs continue to be exemplary and that students receive individual attention and guidance.
- SAY Sí has a low attrition rate of students in all of our programs. While we require high school students to attend 8 to 10 hours weekly, our current students surpass the weekly time requirements for participation, the majority average 12 to 15 hours weekly.
- The SAY Sí studios are open five days a week with a total of 30+ hours per week available to our high school students. During the summer months, SAY Sí studio hours are expanded to over 50+ hours per week giving students more time to complete their projects.
- SAY Sí is committed to providing its students with opportunities to gain higher education opportunities and find careers in arts related fields. To that end, in 2009 we hired a Coordinator of College and Career Programs whose focus is to help students succeed in their matriculation goals. In addition, our resource library has also given students the ability to research college and university application guidelines.
- In 2006, 2007 and 2008, 100% of our seniors graduated from high school, 100% went on to attend a college or university, and of those 60% went to colleges and universities outside of the state of Texas. 2009 will be our largest graduating class with 18 seniors. We anticipate 100% college and university placement.
- Say Sí employed ten senior and junior Project SAY Sí high school students to work weekly with our middle school students in Project WAM. Students give peer-to-peer mentoring to the middle school students and instruction on different techniques and approaches to the projects. Mentoring between our high school and middle school students is a unique aspect to this program. It gives our advanced high school students the opportunity gain real-world job skills, and provides our middle school students advance learning through strong mentoring relationships.

- Our new theatre program "Teatro ALAS" began in May 2007 and has already held over 11 theatrical performances in SAY Sí's Black Box Theatre.
- Over the last year, 95% of our middle school program students applied and continued on into our high school programs, exposing them to over seven years of meaningful, life-changing experiences.
- ASAP, our new Alumni Summer Apprentice Program gives current students the opportunity to collaborate with four SAY Sí alumni students to learn new mediums and create contemporary works and filmmaking, allowing for interaction throughout the creative process of the project. This new program emphasizes our commitment to a culture of reciprocal learning. In the new facility, students play a larger role in not only maintaining our facility but also in deciding the concepts of their works and the mediums they want to use to create their artwork. Students now have studios to work with photography, ceramics, sculpture, textile design, technology, and the performing arts. They also have a resource library giving them the opportunity to learn more about the history of different artists and mediums.
- This last year SAY Sí held over 21 art exhibits, film screenings, theatre performances and community events.
- This past year, SAY Sí continued to partner with other non-profit organizations, corporations and government agencies to offer functional/flexible space for community-wide events. For example, SAY Sí has hosted two free, three-day "Día de Los Muertos" Festivals in November open to the entire community that included art workshops and performances by eighteen renowned artists and performance groups. Partners in this great event included the Office of Cultural Affairs, Texas Commission on the Arts, Time Warner Cable, CPS Energy, Alamo Architects, NRP, San Antonio Credit Union, Federal Realty, Sabinal Group and others.

2. *Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.*

SAY Sí has been privileged to receive city funding since its initial inception from The Department of Arts and Cultural Affairs, now known as The Office of Cultural Affairs. Funding and services have been made through: Operational Support, The Neighborhood Arts Program, Stabilization Funds and the Deferred Maintenance Program. SAY Sí also has contractual obligations to provide services with The Texas Commission on the Arts, No-Child Left Behind - 21<sup>st</sup> Century Learning Grants, The Healing Arts initiative and has received past support and provided services through The National Endowment for the Arts.

3. *List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.*

SAY Sí moved to a new 25,000 sq. ft. facility in January 07. Our new home quadrupled our size and has provided opportunities to expand programming and artistic disciplines. The facility includes administrative offices, studio space, a fully equipped Mac based media lab, reference library and additional support spaces. SAY Sí currently has 7 full time and 23 part time employees. Our administrative offices are furnished and equipped with up-to-date computers, software and office machinery.

*4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venture's and/or sub-contractors have worked together in the past.*

N/A

*6. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.*

After candidates for the position are interviewed and an individual is hired they will work closely with Jon Hinojosa, SAY Sí's Artistic and Executive Director. During the last 15 years, Jon has orchestrated the growth of the program and its projects. In 1994 SAY Sí began with 8 students from one high school. SAY Sí now serves over 170 students from over 70 high schools and middle schools in its core programs, and thousands of youth in its community based programs. SAY Sí was the recipient of the 2002 "Coming Up Taller" award, presented by the President's Committee on the Arts and Humanities and the National Endowment for the Arts. The award recognizes excellence in community-based, after-school arts and humanities programs that demonstrate the power of these disciplines to encourage young people's creativity.

Jon's past experience includes art instruction in grades K-6 and work leading an arts education program for inner-city middle school students aimed at gang intervention. Mr. Hinojosa is also a producing and exhibiting visual artist and the 2004 "Ford Salute to Education" honoree in the Arts category for his commitment to San Antonio's youth.

Affiliations include a Founding Member and Co-Chair of the San Antonio Arts in Education Task Force. The Task Force was responsible for producing "The Arts Dynamic" a survey and analysis of arts education programming in San Antonio area schools for the 1999-2000 school year. A Founding Member and past Co-Chair and of the Cultural Alliance of San Antonio, a consortium of San Antonio's cultural arts directors.

Community Involvement includes, the Mayor's Commission – United San Antonio 2001-2002, San Antonio Express News Community Advisory Board 1997-1998,

National Endowment for the Arts 2006 Peer Review Panelist, National Endowment for the Arts 2008 Peer Review Panelist

Formal Education highlights include, Executive Program for Nonprofit Leaders -- Arts, 2007 Fellow, a joint program of Stanford Graduate School of Business and National Arts Strategies; Executive Leadership Institute, the Non Profit Resource Center of Texas, Class of 1998.' Bachelor of Fine Arts Degree in Painting from the University of Texas at San Antonio

SAY Sí's administrative staff, which includes a Director of Operations, Operations Manager and a Coordinator of College and Career Programs, will provide additional support for this initiative.

*7. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.*

The Arts Education Project Director's job will be a full time position and will be responsible for managing, coordinating and administrating the development of a comprehensive blueprint for arts education in greater San Antonio, including educational initiatives to promote systemic and balanced provision of arts education. 100% of this position's time will be devoted to the project. 10-15% of SAY Sí's Artistic | Executive Director time will be devoted to the project and 2-4% of SAY Sí's administrative support staff's time will be devoted to the initiative

*8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.*

SAY Sí and its Director have built strong and lasting relationships with the non-profit sector, public school systems and the philanthropic community. It is ideally positioned to take a leadership role in this crucial and important initiative. Jon Hinojosa has had informal discussions for additional financial resources within the funding community and looks forward to having formal discussion once the organization has been chosen for this RFP.

*9. Brochures: Include brochures and other relevant information about Respondent you wish the City to consider in its selection.*

Enclosed

**PART D - PROPOSED PLAN**

---

1. Implementation Plan – Describe the proposed plan for implementing of an Arts Education Initiative as described in the RFP. Response should also include proposed timeline for each event and/or task.

The following list combines the sub categories of implementation, operating and marketing as stated in the RFP:

Once an Arts Education Project Director is hired, this individual will work closely with the Director and the San Antonio Arts Education Task Force Executive Committee or leadership team to work on the following Implementation/Marketing and Operating Plan **[please note that while this implementation plan is in a summary form, this schedule is based on best case scenarios and will need the full support of multiple constituencies to prove successful]:**

#### **April - June 2009:**

Work to restructure the current leadership of the Task Force into three specific clusters to provide engaged leadership, additional resources and a strong foundation for active engagement from the community, the areas of leadership will include:

Project Director and Agency – with the support and supervision of the agency director the Project Director will be responsible for implementing and advancing the goals and objectives of the partnership.

Steering Committee – committed and passionate high-profile community leaders who will help set goals and provide resources and action-based initiatives for achievement [make things happen].

Advisory Committee - a re-grouping of the Task Force, with a focus on inclusion and expanding stakeholders. The committee will be responsible for helping define community issues and needs, and providing advocacy. The Chair would serve on the steering committee.

Additionally, Work will begin to Implement a short-term and long-term fundraising plan to include:

- o Raise approximately \$30,000 for marketing, re-branding and other operational needs
- o AiE Scholarships: Distribute 09 scholarships, if funding is approved by TCC for new scholarships and revisit current guidelines, structure and implementation.

#### **July 2009- September 2009:**

Design and implement a Marketing Plan:

Re-brand the SA Antonio Arts and Education Task Force to better position its effectiveness in the community to include:

- Name and logo redesign
- Interactive website [restructure current one] that includes a valuable and effective community resource guide

Implement membership growth plan:

- Increase Membership
- Raise awareness of the Task Force among:
  - Parents
  - Educators
  - Funders
  - Local and State Representatives
  - Artists
  - Students of all ages

Build Infrastructure:

- Begin knowledge exchange with national and regional AiE advocates [Arts for All in Los Angeles and Big Thought in Dallas] to develop best practice models and collaborative opportunities.
- Review and re-visit state-wide issues and initiative in arts education with regional stakeholders like Texans for the Arts and the Texas Coalition for Quality Arts Education.
- Develop relationship with Texas Education Agency on AiE issues between schools, school systems and arts providers.

#### **October 2009-July 2010:**

- Raise \$60,000 for 2010-2011 operations and programs
- Bring the Arts Education Task Force to a sustainable presence.
- Be engaged in community-wide dialogue about strategies for arts education for all San Antonians.
- Be recognized community-wide as a force for change/education/collaboration/research/public policy
- Evaluation-assessment of current projects and programs
- Consider office and administrative options
- Intensify ongoing working relationships between the Task Force and:
  - Superintendents
  - School Boards
  - PTAs
  - Universities – Education Depts, Arts Depts
  - Libraries
  - Neighborhood Associations

- All city-wide arts collaboratives
- State, Regional, and National Arts Education organizations
- Project Director and Board Chair to attend and/or present to state, regional and national conferences
- Complete the development of an internship program with opportunities for research in arts education, arts education and technology, arts education and public policy, and new models for parent-teacher-artist-school relationships.

Begin consideration of community-wide conference centered on arts education throughout the community.

2. Operating Plan – Describe the proposed plan for conducting operations, including service categories, specific tasks, and schedule of events.

**Please see information above**

3. Marketing Plan - Describe Plan to market proposed operation, including community outreach and utilization of specific media. Include with submittal, samples of outreach and/or promotional materials to be utilized. Identify minimum annual expenditures to be dedicated to marketing efforts.

**Please see information above**

4. Contract Administration Plan – Describe the proposed plan for ensuring effective internal control procedures are in place protecting the City from financial loss as it applies to this RFP.

**Please see information above**

5. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

## City of San Antonio Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity<sup>3</sup> that is a **party** to the discretionary contract:  
Note: At a minimum, the Respondent's name should be listed.

N/A

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

### (5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

**No contributions made.** If contributions made, list below:  
A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

**(6) Disclosures in Proposals**

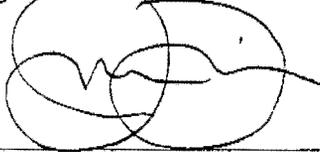
Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>4</sup> as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

*This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.*

Signature:



Title:  
Director  
Company or D/B/A:  
SAY SI

Date:  
March 18, 2009

<sup>4</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

## LITIGATION DISCLOSURE

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.

1. 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

2. 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

3. 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

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.

## LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder/Proposer, SAY SI, as part of the procedure for the submission of bid/proposals on a project known as TCC Arts Education Initiative, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR/SUPPLIER	SBE-MBE-WBE-AABE CERTIFICATION NUMBER	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT
N/A	N/A	N/A

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all SBE-MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	SBE-MBE-WBE-AABE CERTIFICATION NUMBER	REASON FOR REJECTION
N/A	N/A	N/A

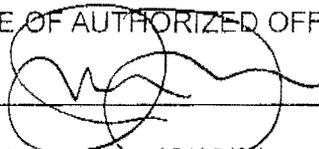
Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors/suppliers may obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Affirmed List of Subcontractors/Suppliers).

### AFFIRMATION

*I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.*

NAME AND TITLE OF AUTHORIZED OFFICIAL: Jon Hinojosa, Director

SIGNATURE: 

DATE: MARCH 18, 2009

5:03 PM

02/23/09

Accrual Basis

say si  
**Balance Sheet**  
 As of December 31, 2008

	<u>Dec 31, 08</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 CHECKING/OPERATING 3575	62,964.79
1010 PAYROLL 0822	3,537.99
1040 BLDG CAPITAL CAM. 0835	223,822.23
1060 Petty Cash	100.00
Undeposited College Funds	<u>-142.50</u>
Total Checking/Savings	290,282.51
Accounts Receivable	
1200 · 1300 Accounts Receivable	4,800.00
1330 Grants Recievable	<u>80,000.00</u>
Total Accounts Receivable	<u>84,800.00</u>
Total Current Assets	375,082.51
Fixed Assets	
1501 BUILDING	750,000.00
1502 BUILDING Improvements	1,215,169.81
Other Assets	105,630.89
1550 Accumulated Depreciation	<u>-131,818.97</u>
Total Fixed Assets	<u>1,938,981.73</u>
<b>TOTAL ASSETS</b>	<b><u>2,314,064.24</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · 2000 Accounts Payable	-59,155.37
2001 · 2150 College Funds Payable	<u>4,489.00</u>
Total Accounts Payable	-54,666.37
Credit Cards	
2090 All Credit Accounts	<u>32,736.41</u>
Total Credit Cards	32,736.41
Other Current Liabilities	
Frost Line of Credit	22,745.00
2010 Line of Credit	7,159.23
Other Current Liabilities	<u>10,790.50</u>
Total Other Current Liabilities	<u>40,694.73</u>
Total Current Liabilities	18,764.77
Long Term Liabilities	
2002 Frost Construction Loan	<u>650,000.00</u>
Total Long Term Liabilities	<u>650,000.00</u>
Total Liabilities	668,764.77
Equity	
1110 · 3020 Retained Earnings	1,505,271.83
Net Income	<u>140,027.64</u>
Total Equity	<u>1,645,299.47</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>2,314,064.24</u></b>

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02/23/09

Accrual Basis

say si  
**Profit & Loss Budget vs. Actual**  
 January through December 2008

	Jan - Dec 08	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Commissions & Sales	5,866.51	10,000.00	-4,133.49	58.7%
4030 · 4030 DONATIONS	67,227.36	87,000.00	-19,772.64	77.3%
Earned Income-Onsite Workshops	1,100.00	1,500.00	-400.00	73.3%
4035 Facilities Rental	9,270.00	12,000.00	-2,730.00	77.3%
GRANTS	301,015.82	475,315.00	-174,299.18	63.3%
Special Events	83,444.62	95,000.00	-11,555.38	87.8%
<b>Total Income</b>	<b>467,924.31</b>	<b>680,815.00</b>	<b>-212,890.69</b>	<b>68.7%</b>
<b>Expense</b>				
69800 · Uncategorized Expenses	-102,581.94			
1 Program Expense	32,275.73	54,040.00	-21,764.27	59.7%
2 Payroll & Benefits	387,583.90	437,040.00	-49,456.10	88.7%
3 Administration & Overhead	62,977.84	78,460.00	-15,482.16	80.3%
4 Facility & Maintenance	46,769.92	66,000.00	-19,230.08	70.9%
5 Marketing Expense	25,053.48	11,775.00	13,278.48	212.8%
<b>Total Expense</b>	<b>452,078.93</b>	<b>647,315.00</b>	<b>-195,236.07</b>	<b>69.8%</b>
<b>Net Ordinary Income</b>	<b>15,845.38</b>	<b>33,500.00</b>	<b>-17,654.62</b>	<b>47.3%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
4250 ABC Special Projects	38,591.23	95,000.00	-56,408.77	40.6%
4050 Building Capital Campaign	221,303.54			
7010 · 4295 INTEREST Income	28.48			
4290 Miscellaneous Income	206.04			
7030 · 4300 Sales Tax Disc. (Penalty)	-34.85			
<b>Total Other Income</b>	<b>260,094.44</b>	<b>95,000.00</b>	<b>165,094.44</b>	<b>273.8%</b>
<b>Other Expense</b>				
ABC & SPECIAL PROJECTS expense	45,461.99	71,000.00	-25,538.01	64.0%
6060 BUILDING Capital Camp. exp	84,245.75	51,480.00	32,765.75	163.6%
8010 · 6040 Capital Expenditures	6,229.84	6,000.00	229.84	103.8%
Other Expense	-25.40			
<b>Total Other Expense</b>	<b>135,912.18</b>	<b>128,480.00</b>	<b>7,432.18</b>	<b>105.8%</b>
<b>Net Other Income</b>	<b>124,182.26</b>	<b>-33,480.00</b>	<b>157,662.26</b>	<b>-370.9%</b>
<b>Net Income</b>	<b>140,027.64</b>	<b>20.00</b>	<b>140,007.64</b>	<b>700,138.2%</b>

**FINANCIAL REPORT**

**SAY SI**

**DECEMBER 31, 2007**

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Carneiro, Chumney & Co., L.C.

CERTIFIED PUBLIC ACCOUNTANTS

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors  
SAY Si  
San Antonio, Texas

We have audited the accompanying statements of financial position of SAY Si (Say Si) as of December 31, 2007 and 2006, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of SAY Si's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with United States generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Say Si's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SAY Si as of December 31, 2007 and 2006, and the results of its activities and its cash flows for the years then ended in conformity with United States generally accepted accounting principles.

Our audits were conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedules of functional expenses are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

*Carneiro, Chumney & Co., L.C.*

August 12, 2008

SAY SI  
STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2007 AND 2006

ASSETS

	2007	2006
Current Assets:		
Cash and cash equivalents	213,272	304,839
Accounts receivable	8,688	--
Grants receivable	110,000	205,000
Total Current Assets	331,960	509,839
Property and equipment (net of accumulated depreciation of \$131,819 and \$112,768 for 2007 and 2006, respectively)	1,938,982	1,569,852
TOTAL ASSETS	2,270,942	2,079,691

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable	39,645	114,530
Current portion of long-term debt	3,000	3,800
Other liabilities	60,464	43,261
Total Current Liabilities	103,109	161,591
Long-Term Liabilities:		
College Fund payable	5,009	8,328
Long-term debt, less current portion	657,552	424,457
Total Long-Term Liabilities	662,561	432,785
Total Liabilities	765,670	594,376
Net Assets:		
Unrestricted	1,374,884	1,280,315
Temporarily restricted	130,388	205,000
Total Net Assets	1,505,272	1,485,315
TOTAL LIABILITIES AND NET ASSETS	2,270,942	2,079,691

The accompanying notes are an integral part of these financial statements.

SAY Si  
 STATEMENTS OF ACTIVITIES  
 FOR THE YEARS ENDED DECEMBER 31, 2007 AND 2006

	2007	2006
Changes in Unrestricted Net Assets:		
Revenues:		
Contributions	118,789	82,050
Grants	133,250	109,417
Governmental grants	155,478	127,157
Interest income	44	23
Commissions and sales (net of expenses of \$500 and \$0 for 2007 and 2006, respectively)	13,546	2,594
Special events (net of expenses of \$21,867 and \$811 for 2007 and 2006, respectively)	60,508	53,658
Program services (net of expenses of \$3,796 and \$34 for 2007 and 2006, respectively)	63,174	60,943
Rental Income	4,705	--
Release of temporarily restricted net assets	247,362	756,211
Total Revenues	<u>796,856</u>	<u>1,192,053</u>
Expenses:		
Program	615,576	486,117
Management and general	51,635	48,098
Fundraising	35,076	29,942
Total Expenses	<u>702,287</u>	<u>564,157</u>
Change in Unrestricted Net Assets	<u>94,569</u>	<u>627,896</u>
Changes in Temporarily Restricted Net Assets:		
Contributions	85,200	326,405
Grants	67,500	122,000
Governmental grants	20,050	5,541
Release of temporarily restricted net assets	(247,362)	(756,211)
Change in Temporarily Restricted Net Assets	<u>(74,612)</u>	<u>(302,265)</u>
Change in Net Assets	19,957	325,631
Net assets at beginning of year	<u>1,485,315</u>	<u>1,159,684</u>
NET ASSETS AT END OF YEAR	<u><u>1,505,272</u></u>	<u><u>1,485,315</u></u>

The accompanying notes are an integral part of these financial statements.

SAY Si

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2007 AND 2006

	2007	2006
Cash Flows from Operating Activities:		
Change in net assets	19,957	325,631
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation	58,384	39,950
Loss on disposal of fixed assets	697	32,102
(Increase) Decrease in Assets:		
Accounts receivable	(8,688)	6,997
Grants receivable	95,000	5,000
Increase (Decrease) in Liabilities:		
Accounts payable	(74,885)	89,969
Other liabilities	17,202	1,161
College Fund payable	(3,319)	(196)
Net Cash Provided by Operating Activities	<u>104,348</u>	<u>500,614</u>
Cash Flows from Investing Activities:		
Purchase of building improvements and equipment	(428,210)	(846,563)
Draws on long-term debt	235,665	413,573
Payments on debt	(3,370)	--
Net Cash (Used in) Investing Activities	<u>(195,915)</u>	<u>(432,990)</u>
Net (Decrease) Increase in Cash	(91,567)	67,624
Cash and cash equivalents at beginning of year	<u>304,839</u>	<u>237,215</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>213,272</u>	<u>304,839</u>
Cash Paid for:		
Interest	58,232	9,573

The accompanying notes are an integral part of these financial statements.

SAY Si

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2007 AND 2006

Note 1: Summary of Significant Accounting Policies

SAY Si, San Antonio Youth YES!, is a year round, long-term visual and media arts program for students from San Antonio's urban high schools and middle schools, which provides opportunities for students to develop artistic and social skills in preparation for higher educational advancement and professional careers. SAY Si's activities are centered around its three main programs:

- SAY Si High School, a visual arts program for students in grades 9-12
- Project WAM (Working Artists and Mentors), a year round visual and media program that takes place every Saturday for talented middle school students
- SAY Si Media Arts Studio, a creative multimedia studio where students utilize technology to continue to further develop their artistic voices and to develop technology-based skills

The accompanying financial statements are presented on the accrual basis of accounting. SAY Si reports information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

*Net Assets* - Net assets and revenue, gains, expenses, and losses are classified as unrestricted or temporarily restricted, as follows:

Unrestricted net assets are available for the operations of SAY Si.

Temporarily restricted net assets are subject to specific donor-imposed stipulations that can be fulfilled by actions of SAY Si pursuant to those stipulations or that expire by the passage of time.

*Cash and Cash Equivalents* - For the purposes of the statements of cash flows, SAY Si considers cash and cash equivalents to be unrestricted cash balances and all highly liquid unrestricted investments purchased with a initial maturity of three months or less.

*Property and Equipment* - Property and equipment are recorded at cost, or at fair market value at the date of the gift if acquired by donation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which range from 3 to 39 years.

*Donated Goods and Services* - Donated goods and services that can be measured and meet certain other requirements are recorded in the financial statements as contributions and expenses of a like amount. The value of the time of unpaid (unskilled) volunteers who have donated significant time to the organization is not reflected in these financial statements because it does not meet the accounting requirements of SFAS No. 116, *Accounting for Contributions Received and Contributions Made*.

*Federal Income Taxes* - SAY Si is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

(Continued)

SAY Si

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2007 AND 2006

(Continuation)

Note 1: Summary of Significant Accounting Policies (Continued)

*Use of Estimates* - The preparation of financial statements in accordance with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

Note 2: Cash in Excess of Federally Insured Limits

SAY Si maintains its cash and investments (certificate of deposit) at one financial institution. These accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$100,000. At December 31, 2007 and 2006, the cash and investment balances exceeded the FDIC insured limit of \$100,000 per bank by \$119,658 and \$152,583, respectively.

Note 3: Grants Receivable

Grants receivable at December 31 are as follows:

	<u>2007</u>	<u>2006</u>
H.E.B.	10,000	15,000
Myra Stafford	20,000	30,000
Surdna	30,000	60,000
Tobin Endowment	<u>50,000</u>	<u>100,000</u>
Total	<u>110,000</u>	<u>205,000</u>
Amounts Due In:		
Less than one year	95,000	95,000
One to five years	<u>15,000</u>	<u>110,000</u>
Total	<u>110,000</u>	<u>205,000</u>

Discounting to present value the amounts due in future years is considered immaterial to these financial statements.

(Continued)

SAY Si

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2007 AND 2006

(Continuation)

Note 4: Property and Equipment

Property and equipment at December 31, consist of the following:

	<u>2007</u>	<u>2006</u>
Building	750,000	750,000
Building improvements	1,215,170	829,216
Computers	52,253	72,079
Equipment	28,447	16,592
Furniture and fixtures	7,100	3,902
Vehicle	<u>17,831</u>	<u>10,831</u>
Total	2,070,801	1,682,620
Less: Accumulated depreciation	<u>(131,819)</u>	<u>(112,768)</u>
Property and Equipment, Net	<u>1,938,982</u>	<u>1,569,852</u>

During 2007 and 2006, depreciation expense totaled \$58,384 and \$39,950, respectively.

Note 5: Long-Term Debt

SAY Si's long-term debt as of December 31, consists of the following:

	<u>2007</u>	<u>2006</u>
Premium credit line. Principal and interest are due monthly. Interest is computed at 9.25 % and 8.0% of the unpaid principal balance for 2007 and 2006, respectively. Line of credit maximum is \$15,000 and does not have a final maturity date.	10,552	13,922
Unsecured installment note. Interest is due monthly and is computed at LIBOR (4.5% at December 31, 2007 and 5.3% at December 31, 2006) + 2.15% of the unpaid balance. Principal balance is due in total at May 8, 2009.	<u>650,000</u>	<u>414,335</u>
Total Long-Term Debt	660,552	428,257
Less: Current portion of long-term debt	<u>3,000</u>	<u>3,800</u>
Net Long-Term Debt	<u>657,552</u>	<u>424,457</u>

Estimated future principal payments on the long-term debt:

2008	3,000
2009	3,000
2010	653,000
2011	<u>1,552</u>
	<u>660,552</u>

(Continued)

SAY Si

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2007 AND 2006

(Continuation)

Note 6: Grants

In 2006, SAY Si received a \$30,000 per year, two year grant from the City of San Antonio, Office of Cultural Affairs, through its stabilization program. The grant will help fund an administrative staff position to strengthen Say Si's capacity.

Note 7: Net Assets Released from Restriction

Net assets released from restriction by satisfying donor restrictions or by the passage of time are as follows:

	<u>2007</u>	<u>2006</u>
Building improvements & equipment	105,250	--
Capital Campaign Phase II	--	623,670
Art supplies	12,500	--
High School Visual Arts	15,000	21,041
Theatre Arts Program	19,612	--
WAM	--	16,500
Time restriction	<u>95,000</u>	<u>95,000</u>
Net Assets Released from Restrictions	<u>247,362</u>	<u>756,211</u>

Note 8: Temporarily Restricted Net Assets

Temporarily restricted net assets consist of the following:

	<u>2007</u>	<u>2006</u>
Theater Arts Program	20,388	--
Time restriction	<u>110,000</u>	<u>205,000</u>
Total Temporarily Restricted Net Assets	<u>130,388</u>	<u>205,000</u>

SUPPLEMENTARY INFORMATION

SAY SI

SCHEDULE OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2007

	Program	Management and General	Fundraising	Total
Salaries and Related Expenses:				
Salaries	275,756	24,331	24,332	324,419
Payroll taxes	25,585	2,257	2,258	30,100
Benefits	20,636	1,821	1,821	24,278
Total Salaries and and Related Expenses	321,977	28,409	28,411	378,797
Other Expenses:				
Bank charges	2,000	423	--	2,423
Capital expenditures	23,671	--	--	23,671
Contract labor	10,000	788	--	10,788
Dues and subscriptions	760	--	--	760
Fundraising	--	--	3,293	3,293
Insurance	14,112	1,568	--	15,680
Interest	52,409	5,823	--	58,232
Professional fees	17,000	1,896	--	18,896
Loss on disposal of fixed assets	697	--	--	697
Marketing and public relations	7,904	--	--	7,904
Occupancy	51,849	2,745	2,745	57,339
Postage	5,513	320	293	6,126
Printing	--	--	--	--
Repairs and maintenance	526	--	--	526
Student and staff development	3,800	424	--	4,224
Supplies	45,658	2,397	334	48,389
Travel	4,700	1,458	--	6,158
Total Expenses Before Depreciation	562,576	46,251	35,076	643,903
Depreciation expense	53,000	5,384	--	58,384
<b>TOTAL EXPENSES</b>	<b>615,576</b>	<b>51,635</b>	<b>35,076</b>	<b>702,287</b>

SAY SI

SCHEDULE OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2006

	Program	Management and General	Fundraising	Total
Salaries and Related Expenses:				
Salaries	229,467	20,248	20,246	269,961
Payroll taxes	20,486	1,808	1,807	24,101
Benefits	18,504	1,633	1,632	21,769
Total Salaries and and Related Expenses	268,457	23,689	23,685	315,831
Other Expenses:				
Bank charges	1,800	314	--	2,114
Capital expenditures	5,261	--	--	5,261
Contract labor	3,062	800	--	3,862
Dues and subscriptions	689	150	--	839
Fundraising	21,854	--	3,856	25,710
Insurance	8,743	--	--	8,743
Interest	8,137	1,436	--	9,573
Professional fees	14,766	2,605	--	17,371
Loss on disposal of fixed assets	32,102	--	--	32,102
Marketing and public relations	1,872	--	--	1,872
Occupancy	53,486	9,439	--	62,925
Postage	2,607	230	231	3,068
Printing	2,600	136	400	3,136
Repairs and maintenance	396	--	--	396
Student and staff development	4,269	754	--	5,023
Supplies	20,059	1,769	1,770	23,598
Travel	2,000	783	--	2,783
Total Expenses Before Depreciation	452,160	42,105	29,942	524,207
Depreciation expense	33,957	5,993	--	39,950
<b>TOTAL EXPENSES</b>	<b>486,117</b>	<b>48,098</b>	<b>29,942</b>	<b>564,157</b>

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE  
03/19/2009

PRODUCER  
Eanes & Polk, Inc.  
8206 Roughrider  
P.O. Box 18252  
San Antonio TX 78218

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED  
Say Si, San Antonio Youth, Yes!  
1518 S. Alamo  
San Antonio TX 78204-1763

INSURER A: Zurich Insurance Services, Inc  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PPS00070898	11/01/2008	11/01/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY	PPS00070898	11/01/2008	11/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOC					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC00070864-04	11/01/2008	11/01/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of San Antonio, its officers, officials, employees, volunteers and elected representatives are additional insured

### CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: \_\_\_\_\_

### CANCELLATION

City of San Antonio  
P.O. Box 839966  
San Antonio TX 78283-3966

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Handwritten Signature*

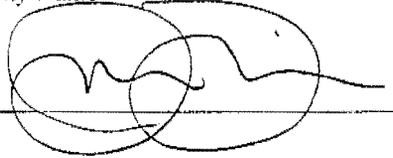
**SIGNATURE PAGE**

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

**SAY SI**

Respondent Entity Name

Signature:



Printed Name: **Jon Hinojosa**

Title: **Artistic | Executive Director**

(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.)

Co-Respondent Entity Name

Signature:

Printed Name:

Title:

By signature(s) above, Respondent(s) agrees to the following:

1. 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.
2. 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 Attachments E & F.
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.
4. 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.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. 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.

## PROPOSAL CHECKLIST

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

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
1	Respondent Questionnaire <ul style="list-style-type: none"> <li>• RFP Attachment A</li> <li>• Brochures, if applicable</li> </ul>	JT
2	*Discretionary Contracts Disclosure <ul style="list-style-type: none"> <li>• RFP Attachment B</li> </ul>	JT
3	Litigation Disclosure <ul style="list-style-type: none"> <li>• RFP Attachment C</li> </ul>	JT
4	*List of Subcontractors/Suppliers <ul style="list-style-type: none"> <li>• RFP Attachment D</li> <li>• and associated Certificates, if applicable</li> </ul>	JT
5	Financial Information (Original only)	JT
6	Proof of Insurability <ul style="list-style-type: none"> <li>• Insurance Provider's Letter</li> <li>• Copy of Current Certificate of Insurance</li> </ul>	JT
7	*Signature Page <ul style="list-style-type: none"> <li>• RFP Attachment H</li> </ul>	JT
8	Proposal Checklist RFP Attachment I	JT
	One (1) Original, eight (8) Copies, and <b>one (1) CD</b> of entire Proposal in PDF format.	

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