

AN ORDINANCE **2011-04-21-0326**

SELECTING K. FERNANDEZ AND ASSOCIATES, LLC, AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR 18 MONTHS, IN AN AMOUNT UP TO \$219,922.00, TO DEVELOP AND IMPLEMENT A PLASTIC BAG USE REDUCTION AND RECYCLING PROGRAM MARKETING AND PUBLIC EDUCATION CAMPAIGN.

* * * * *

WHEREAS, single-use plastic bags were first introduced in the United States in 1977, today approximately 90% of all grocery bags are made of plastic and single use plastic bags are quickly becoming a major environmental concern; and

WHEREAS, the City realizes the negative local and global environmental impact of plastic bags that are not recycled and in response has developed strategies to improve the recycling rate and/or reduce the volume of plastic shopping bags used by local consumers, with education and communications as important components to implement the program; and

WHEREAS, on December 30, 2010 the City released a Request for Proposal for Plastic Bag Recycling Marketing Campaign (RFP 11-030); an evaluation committee, consisting of city staff, representatives of major retailers, the Texas Retailers Association and Keep San Antonio Beautiful, reviewed and assessed the three proposals received and, based on the evaluations and rankings made in the selection process, K. Fernandez and Associates LLC was recommended for award as the most responsive bidder; and

WHEREAS, this ordinance selects K. Fernandez and Associates, LLC as the most responsive bidder and authorizes the negotiation and execution of a professional services agreement in an amount up to \$219,922.00, for a term of 18 months, to develop and implement a plastic bag use reduction and recycling program marketing and public education campaign to support a customer awareness campaign, multiple bag-swap events, employee training, and performance measurement; funding for this program was included in the FY 2011 adopted Solid Waste Operations and Maintenance Fund Budget; **NOW THEREFORE**,

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

SECTION 1. K. Fernandez and Associates, LLC is hereby selected for the City of San Antonio Plastic Bag Recycling Marketing Campaign to provide services for the City of San Antonio as the most qualified respondent to the Request for Proposal (RFP 11-030).

SECTION 2. The City Manager, or her designee, or the Director, Solid Waste Management Department, or his designee, is hereby authorized to take all actions necessary to negotiate and execute a Professional Service Agreement for the Plastic Bag Recycling and Marketing Campaign, between the City of San Antonio and K. Fernandez and Associates, LLC, in an amount up to \$219,922.00, for a term of eighteen (18) months. A copy of the Agreement, substantially in final form, is attached and incorporated herein for all purposes as **Attachment I**. The execution authority granted by this Ordinance shall expire 60 days from the effective date.

SECTION 3. Funding in the amount of \$219,922.00 for this ordinance is available in Fund 55001000, Cost Center 5555050001, General Ledger 5201040, as part of the Fiscal Year 2011 Budget.

SECTION 4. Payment not to exceed the budgeted amount is authorized to K. Fernandez and Associates, LLC and should be encumbered with a purchase order.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO 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 immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 21st day of April, 2011.



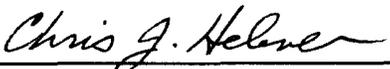
M A Y O R
Julián Castro

ATTEST:

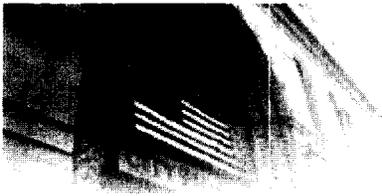


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

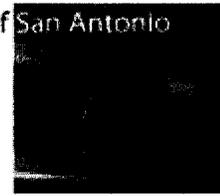


for _____
Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 20

Name:	20						
Date:	04/21/2011						
Time:	10:41:26 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance selecting K. Fernandez and Associates, LLC and authorizing a professional services agreement for 18 months, in an amount up to \$219,922.00, to develop and implement the Plastic Bags Use Reduction and Recycling Program marketing and public education campaign. [Peter Zanoni , Assistant City Manager; David W. McCary , Director, Solid Waste Management]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

**AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
K. FERNANDEZ AND ASSOCIATES, LLC
FOR
PLASTIC BAG USE REDUCTION AND RECYCLING PROGRAM
MARKETING AND PUBLIC EDUCATION CAMPAIGN**

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (hereinafter referred to as the “Agreement”), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as “City”), and

K. Fernandez and Associates, LLC
8207 Callaghan Road, Suite 200
San Antonio, Texas 78230-4736

a Limited Liability Corporation chartered under the laws of the State of Texas (hereinafter referred to as “K. Fernandez” or “Contractor”), said Agreement being executed by Karla Fernandez Parker, President/CEO, and pursuant to Ordinance No. 2011-04-21-_____, passed and approved by the City Council on April 21, 2011.

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Exhibit I, a Request for Proposal for Plastic Bag Recycling Marketing Campaign (RFP 11-030), issued by the City on December 30, 2010;
2. Exhibit II, Addendum I, dated January 27, 2011;
3. Exhibit III, Price Schedule (RFP Attachment B; Response Tab E) submitted by K. FERNANDEZ;
4. Copy of enabling Ordinance No. 2011-04-21-_____

Referenced Documents: Further, K. FERNANDEZ’s responses to the RFP and its addendum are also fully incorporated by reference, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

Conflict: The RFP and its addendum govern K. FERNANDEZ’s responses; this Integration Agreement governs both the RFP and responses; the Enabling Ordinance governs all in case of conflict.

This agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

Compensation: As authorized by the Ordinance, total budget sums shall not exceed \$219,922.00 unless City Council action is taken to amend the enabling Ordinance.

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.

In consideration of Contractor’s performance in a satisfactory and efficient manner, as determined solely by the Director Solid Waste Management Department (hereinafter “Director”), of all services and activities set forth in this Agreement, City agrees to pay Contractor an amount not to exceed two hundred nineteen thousand nine hundred twenty two dollars (\$219,922.00) as total compensation.

It is understood and agreed by the Parties that Contractor will be paid for actual work performed and for allowable expenses, provided that Contractor shall present City with an invoice for all expenses and services monthly within 14 days of the end of the month. Payment shall be made no more than 30 calendar days following receipt and approval of each invoice.

Work Start Date: Work shall start immediately upon instruction to K. FERNANDEZ from the Director Solid Waste Management Department or his designee, but no sooner than April 22, 2011, for performance of various City projects described in the RFP’s scope of services or the contract documents identified above.

Term of Performance and Termination Date: The term of this agreement is for eighteen (18) months and shall commence, after approval by the City Council as signified by the passage of an Ordinance, on the date of the last party to execute this agreement and terminate upon completion of the services as described in Section II, Scope of Services of the RFP, or eighteen months from the date of execution, whichever shall occur earlier. At the City’s option, the Agreement may be extended for an additional 90 days past the 18 month term, if required.

Notice: 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: Solid Waste Management Department

P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Contractor, to:

K. Fernandez and Associates, LLC
Attn: Karla Fernandez Parker
8207 Callaghan Road, Suite 200
San Antonio, Texas 78230-4736

Assignment and Subcontracting: 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.

It is City's understanding, and this Agreement is made in reliance thereon, that Contractor intends to use the following subcontractors in the performance of this Agreement: ViVA Media and Carrizales Skevington Public Relations. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by the Director, prior to the provision of any services by said subcontractor.

Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of 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 Director.

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 Director. 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.

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 the termination provisions above, 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.

Nonwaiver of Performance: 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 Director. 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.

Independent Contractor: 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.

Termination: For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated above, or earlier termination pursuant to any of the provisions hereof. This Agreement may be terminated without cause by City upon 30 calendar days written notice. Upon written notice City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of the sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided above in Assignment and Subcontracting, which shall constitute an Event for Cause under this Agreement:

Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this section 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 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.

Failure to comply with the SBEDA terms and conditions.

Bankruptcy or selling substantially all of company's assets.
Failing to perform or failing to comply with any covenant herein required.
Performing unsatisfactorily.

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.

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 records retention requirements. 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.

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.

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.

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.

Amendments: 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 signed by the Director. Substantive changes, to include an increase in the amount of compensation, shall require additional City Council approval.

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.

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.

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

Agreed, Consented to, and Executed this ____ day of April, 2011.

K. FERNANDEZ AND ASSOCIATES, LLC

BY: _____
Printed name: KARLA FERNANDEZ PARKER
Title: President/CEO

CITY OF SAN ANTONIO

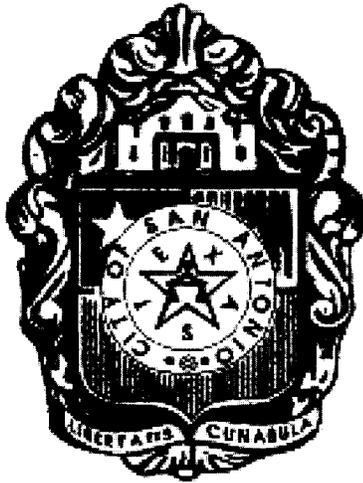
BY: _____
Printed name: _____
Title: _____
CITY MANAGER, or her designee

APPROVED AS TO FORM:

Office of the City Attorney
Michael D. Bernard, City Attorney

By: _____
Chris J. Hebner
Assistant City Attorney

CITY OF SAN ANTONIO
Solid Waste Management Department



REQUEST FOR PROPOSAL
("RFP")

for

Plastic Bag Recycling Marketing Campaign
(RFP 11-030)

Release Date: December 30, 2010
Proposals Due: February 4, 2011

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I. BACKGROUND

The City of San Antonio Solid Waste Management Department (“City”) seeks proposals from qualified Respondents interested in providing the services as described in this RFP.

Single-use plastic bags were first introduced in the United States in 1977, and today approximately 90% of all grocery bags are made of plastic. Statistics documenting current volume of plastic bag used worldwide vary, between 100 billion and 1 trillion plastic bags worldwide. Research shows that single-use plastics bags are quickly becoming a major environmental concern. Plastics bags are a common contaminant found in material processing streams resulting in costly efforts to remove from clean recyclables and repairs to recycling processing equipment. Additionally, when not recycled, plastic bags end up in landfills or become a visible litter issue for many communities. While plastic bags are recyclable, the U.S. Environmental Protection Agency (EPA) reported that just 12% of all plastic bags were recycled in 2007. In response to this matter, some national, state, and local governments have developed public policies and strategies to improve the recycling rate and/or reduce the volume plastic shopping bags used by local consumers. Some of these strategies include policies requiring businesses to provide opportunities for individuals to return plastic bags for collection and recycle by businesses.

The City realizes the negative local and global environmental impact of plastic bags that are not recycled and for that reason believes it is imperative to address the matter and develop a sustainable solution. As a result, the City formed a stakeholder group in 2010 to examine the issue and conceptualize a solution. From the stakeholder meetings, five major area retailers, HEB, Wal-Mart, Walgreen's, Target, and JCPenny (“Major Retailers”), have teamed up to participate in a voluntary plastic bag recycling program for the City of San Antonio.

Beginning in February 2011, an eighteen-month program will begin and will consist of a customer awareness campaign, multiple bag-swap events, employee training, and performance measurement. Two independent organizations, Keep San Antonio Beautiful (KSAB) and the Texas Retailers Association (TRA), support the initiative and have committed to assist the City.

The estimated budget amount for the entire scope of services is \$220,000.00. This budget will cover the cost of strategy, branding, media, production, paid collateral and the agency costs. In addition, there may be “in-kind” materials or services available from the participating major retailers.

II. SCOPE OF SERVICES

In working with the major retailers, the City is seeking a marketing firm to develop and implement an extensive marketing and outreach campaign that will empower consumers of plastic bags to become environmental stewards. The marketing and outreach campaign will aim to enable consumers to reduce the use of single-use plastic bags, enable consumers to recycle their single-use plastic bags and educate retailers and their employees on how to reduce the use of plastic bags. The firm selected for this project will be responsible for developing a Plastic Bag Recycling Marketing Campaign including but not limited to the following tasks:

- *Customer Outreach Campaign*
 - Increase awareness of the impact of improper plastic bag disposal

- Identify the appropriate communication vehicles for message dissemination including print, radio, and virtual marketing options
- Production of messages, slogans, logos, etc. necessary to conduct an effective campaign
- Development of a schedule or calendar indicating the timing of the various events or placement of media items for the most effective use
- Media placement of the various portions of the campaign
- Development of a project budget including all costs for strategy, branding, media, production, paid collateral, agency costs and management of the campaign. The budget should include a calendar showing the timing of the various expenditures.
- Campaign outreach may include:
 - Distribution of promotional materials (i.e. decals, pamphlets, etc.) at participating retailers to encourage consumer participation
 - Use of print, broadcast and social media outlets
 - Outreach at neighborhood and community events.
- *Bag Swap Events*
 - Respondent would be responsible for developing the advertising and outreach for informing consumers of these events
 - Goal is to distribute 100,000 reusable bags across the City in 2011 (i.e., bag swap event where consumers could bring 10 plastic bags back to participating retailers and receive a free reusable bag). Cost of the reusable bags would be shared by the City and the retailers.
 - Volunteers from KSAB and participating retailers could operate bag swap stations
 - KSAB will be responsible for tracking number of reusable bags distributed at each event
- *Cashier Training*
 - Respondent would be responsible for developing educational material for retailers to use to train their employees.
 - Training provided to employees by participating retailers
 - KSAB volunteers available to assist in facilitating training sessions
- *Performance Measurement*
 - Respondent would be responsible for developing and reporting on the performance measures for the effectiveness of the marketing campaign.
 - TRA will gather performance data on plastic bag recycling and distribution from participating retailers to measure plastic bag recycling rates
 - KSAB and the City will focus on plastic bag litter in the annual KSAB litter survey
 - Program will be measured to gauge program progress every six months
- *Other*
 - Campaign should creatively market and highlight existing amenities in San Antonio
 - Campaign must also develop messages targeted to Spanish speaking residents

Respondent should establish a schedule and budget for an approximate eighteen month campaign including creative development, production, printing, and media. The scope of work will include

creating, developing and producing slogans, artwork, photography, web applications, etc. The Respondent will also be responsible for procuring the identified media options.

A majority of the campaign funding should be allocated to media buys, so emphasis should be given to a focused message through creative marketing channels in order to maximize coverage.

Desired Results

Through outreach and education, consumers should become aware of the issues surrounding the use of single use plastic bags and the methods they can use to reduce and recycle plastic bags. Consumers, retailers and their employees should understand that by participating in this program, they would enhance the quality-of-life of the San Antonio community.

Goals

The goals of this campaign are

- Increase consumer awareness of the environmental impact of plastic bag litter
- Provide options for the consumer to recycle their plastic bags
- Provide an opportunity for the consumer to understand they can use a reusable bag in place of a single use plastic bag
- Provide the consumer an opportunity to obtain a free reusable bag
- Educate the retailer’s employees on how to reduce the use of plastic bags and how to encourage consumers on how to increase the use of reusable bags
- Measure the reduction of the use of plastic bags and the increased amount of plastic bags recycled

III. 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.

IV. 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 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.

V. TERM OF CONTRACT

The anticipated term of the proposed contract is 18 months, with the initial marketing plan due 30 days from the effective date of City Council approval.

VI. PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference will be held at 4410 W. Piedras Drive San Antonio, Texas 78228 at **10:00 a.m., Local Time, on January 14, 2011**. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-proposal Conference and posted on the City's website at <http://epav.sanantonio.gov/RFPListings/>. Attendance at the Pre-proposal Conference is optional, but highly recommended.

This meeting place is accessible to disabled persons. The Solid Waste Management Offices at 4410 W. Piedras is wheelchair accessible. The accessible entrance is located at 4410 W. Piedras. Accessible parking spaces are located at The Solid Waste Management Offices 4410 W. Piedras. 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-proposal Conference shall be preliminary. A written summary of the Pre-proposal Conference shall contain official responses, if any. Any oral response given at the Pre-proposal Conference that is not confirmed in the written summary of the Pre-proposal 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. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section X -- Restrictions on Communication, after the conclusion of the Pre-proposal Conference.

VII. PROPOSAL REQUIREMENTS

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

TABLE OF CONTENTS

TAB A - EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

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

TAB C - EXPERIENCE, BACKGROUND & QUALIFICATIONS: Use the Form found in this RFP as Attachment A, Part Two)

TAB D - PROPOSED PLAN - Use the Form found in this RFP as Attachment A, Part Three)

NOTE: The remaining document requirements listed for TABs E - M are to be placed within Respondent's ORIGINAL proposal only. Additional copies are not required.

TAB E - PRICE SCHEDULE - Use the Pricing Schedule that is found in this RFP as Attachment B.

TAB F - DISCRETIONARY CONTRACTS DISCLOSURE FORM: Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at: <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

TAB G - LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. 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.

TAB H - SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: Complete, sign and submit the SBEDA form, found in this RFP as Attachment E.

Place **original and one (1) copy** as Tab H within Respondent's ORIGINAL proposal. Additional copies are not required.

TAB I - 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.

TAB J – FINANCIAL INFORMATION: Submit a copy of Respondent’s three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant

Place **two (2) sets** of financial documents as Tab J within Respondent’s ORIGINAL proposal. Additional copies are not required.

TAB K – SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment F. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

TAB L – ADDENDUMS (if any): Respondent shall sign and submit all addendums (if any) issued for this RFP. Changes to the RFP will be posted to the City of San Antonio’s Bidding & contracting Opportunities Website, <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. Place Addendums, if any, within Respondent’s ORIGINAL Proposal.

TAB M – PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment G.

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.

VIII. AMENDMENTS TO RFP

Amendments to the RFP, including written responses to questions received in compliance with Section X, Restrictions on Communication, may be posted as addendums 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 X, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

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.

IX. SUBMISSION OF PROPOSALS

A. Respondent shall submit: One (1) original, signed in ink, ten (10) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **“Plastic Bag Recycling Marketing Campaign”** on the front of the package.

All proposals must be received in the City Clerk's Office no later than **2:00 p.m., Local Time, on February 4, 2011** 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: Solid Waste Management Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office
Attn: Solid Waste Management Department
100 Military Plaza
2nd 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 and materials 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 two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFP Attachment A – Respondent Questionnaire may not exceed 50 pages in length. Each proposal must include the sections and attachments in the sequence listed in the RFP Section VII, 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 or may negatively affect scoring.
- C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. 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. Corporate Respondents and limited liability company Respondents

shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Solid Waste Management 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-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

X. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with: 1) 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; and 2) 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 Respondent. 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-proposal Conference.
- 2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **4:30 p.m., Local Time, on January 21, 2011**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Grace Solis, Contract Coordinator
City of San Antonio, Solid Waste Management Department
Grace.Solis@sanantonio.gov

Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at <http://epav.sanantonio.gov/RFPListings/>.

3. Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Ms. Grace Luna and may be reached by telephone at (210) 207-3900 or by e-mail at grace.luna@sanantonio.gov. Contacts to the Small Business 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 interviews as it deems in its best interests.
 5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

XI. 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 the same criteria. 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 (20 points)
- B. Proposed Plan (30 points)
- C. Price (30 points)
- D. Small Business Economic Development Advocacy Program (SBEDA) (20 points):
 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. (For example, if a non-local prime contractor subcontracts with a local subcontractor for 50% of the work, they are eligible for up to five 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. (For example, if a prime contractor subcontracts with a small, minority and/or a small, woman business enterprise for 50% of the work, they are eligible for up to 2.5 points).

S/MBEs and/or S/WBEs must be certified by the South Central Texas Regional Certification Agency, the City's certifying agency, or approved by the Director of International and 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 SBEDA form.
 - 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.

XII. 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 the time specified, 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 – form may be found online at <https://www.sanantonio.gov/eforms/attv/DiscretionaryContractsDisclosure.pdf>.)

- 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.

XIII. SCHEDULE OF EVENTS

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

RFP Release Date	12/30/2010
Pre-proposal Conference	01/14/2011 10:00 a.m.
Final Questions Accepted	01/21/2011 4:30 p.m.
Proposals Due	02/04/2011 2:00 p.m.

RFP ATTACHMENTS

THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFP SECTION VII, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

To be submitted with Respondent's Proposal as TAB B

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

Principal Address:

City: State: Zip Code:

Telephone No. Fax No:

Website address:

Year established:

Provide the number of years in business under present name:

Social Security Number or Federal Employer Identification Number:

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

DUNS NUMBER:

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

- Individual or Sole Proprietorship If checked, list Assumed Name, if any:
Partnership
Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
Other If checked, list business structure:

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

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

City: State: Zip Code:

Telephone No. Fax No:

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies: _____

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes No

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone 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. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

To be submitted with Respondent's Proposal as TAB C

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.
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.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

To be submitted with Respondent's Proposal as TAB D

Prepare and submit the following items for the Section II., Scope of Services;

1. Design Plan – Describe the proposed plan to develop campaign including budgets for staffing and creative work.
2. Work Plan –
 - a. Methodology – Provide a work plan describing the services, approach and methodology proposed for accomplishing the scope of services outlined in this RFP. Provide a statement demonstrating Respondent's understanding of the objectives and issues of the project.
 - b. Discuss the roles and responsibilities of the Respondent and all subcontractors. Identify work to be performed by the Respondent and work to be performed by subcontractors, if any.
 - c. Resource and Information Requirements – Provide a list of all resources and information that Respondent will request the City to provide.
3. Operating Plan – Describe the proposed plan to provide a Plastic Bag Recycling Marketing Campaign as outlined in Section II., Scope of Services. The proposed plan shall include specific tasks, staff assigned, schedule of events and expected participation of City staff, Keep San Antonio Beautiful (KSAB) and Texas Retailers Association (TSA).
4. Implementation Plan – Describe the proposed plan to implement campaign including budget allocations by media type. Include a timeline as well as ways to measure or monitor effectiveness.
5. Organization Chart – Provide a chart showing names, titles and roles of individuals who will be assigned to this project. In addition, show the working relationship between the City and subcontractors assigned to this project. Identify, on the chart, the local individual who will assume the position of Project Manager or Project Lead and who will be in charge of all aspects of the project.
6. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B

PRICE SCHEDULE

To be submitted with Respondent's Proposal as TAB E

PRICE SCHEDULE

<p>Price to City</p> <p>Total Price to Provide Proposed Plastic Bag Recycling Marketing Campaign to the City:</p> <p style="text-align: center;">\$ _____</p> <p>(NOTE: Total Price shall be inclusive of all travel and per diem costs incurred by Respondent for completion of Section II, Scope of Services)</p>

1. **Total Price Breakdown: The Respondent shall provide a Schedule of Values for based on RFP Section II, Scope of Services. The Schedule of Values shall be submitted with the Price Schedule as Tab E of Respondent proposal response.**

RFP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB F

Discretionary Contracts Disclosure Form is posted as a separate document or may be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB G

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 E
GOOD FAITH EFFORT PLAN FORM
SBEDA FORM

To be submitted with Respondent's Proposal as TAB H

GOOD FAITH EFFORT PLAN

(Page 1 of 4)

NAME OF PROJECT: PLASTIC BAG RECYCLING MARKETING CAMPAIGN

BIDDER/PROPOSER INFORMATION:

Name _____ of _____ Bidder/Proposer:

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? Yes No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE- SBE CERTIFICATION NUMBER

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 Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN

(Page 2 of 4)

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 International and Economic Development and Director of the appropriate contracting department (through the proposal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

GOOD FAITH EFFORT PLAN

(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

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

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN

(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN 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.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

Director of International and Economic
Development

RFP ATTACHMENT F

SIGNATURE PAGE

To be submitted with Respondent's Proposal as TABL

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 awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. 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.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.
4. 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.
5. 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.
6. 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.
7. 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 G

PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as TAB M

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 Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
A	Executive Summary	
B	General Information and References <ul style="list-style-type: none"> • RFP Attachment A, Part One 	
C	Experience, Background & Qualifications <ul style="list-style-type: none"> • RFP Attachment A, Part Two 	
D	Proposed Plan <ul style="list-style-type: none"> • RFP Attachment A, Part Three 	
<p>NOTE: Remaining items listed in Tabs E – M are required in the ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.</p>		
E	Price Schedule <ul style="list-style-type: none"> • RFP Attachment B 	
F	Discretionary Contracts Disclosure form <ul style="list-style-type: none"> • RFP Attachment C 	
G	Litigation Disclosure <ul style="list-style-type: none"> • RFP Attachment D 	
H	* SBEDA Form <ul style="list-style-type: none"> • RFP Attachment E; and • Associated Certificates, if applicable <p style="text-align: center;"><i>Provide original and one (1) additional copy.</i></p>	
I	Proof of Insurability (See RFP Exhibit 2) <ul style="list-style-type: none"> • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
J	Financial Information <ul style="list-style-type: none"> • <i>Provide two (2) sets.</i> 	
K	* Signature Page RFP Attachment F	
L	<ul style="list-style-type: none"> • *All Addendums issued (if any) for this RFP. 	
M	Proposal Checklist <ul style="list-style-type: none"> • RFP Attachment G 	
	One (1) Original, Ten (10) Copies, and one (1) CD 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.**

RFP EXHIBIT 1

**SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM**

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 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 on 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:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

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. Good Faith Effort Required

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include this SBEDA form shall be declared non-responsive, and excluded from consideration.**

5. SBE-MBE-WBE-AABE Certification Required

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

6. Small Business Program Information

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

RFP EXHIBIT 2
INSURANCE REQUIREMENTS

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

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Solid Waste Management Department, which shall be clearly labeled “**Plastic Bag Recycling Marketing Campaign**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature 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 Solid Waste Management 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 whereby 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, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	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 f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

c. Hired Vehicles	
-------------------	--

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Solid Waste Management Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) 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 insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide 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.

G) 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.

H) .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.

I) 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.

J) 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.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, 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, it s 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 Contract. 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.



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Plastic Bag Recycling Marketing Campaign, (RFP 11-030), Scheduled to Open: February 4, 2011; Date of Issue December 30, 2010.

FROM: Denise D. Gallegos, C.P.M., CPPB, Purchasing & Contract Administrator

DATE: January 27, 2011

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. Page 10, Section IX. Submission of Proposals, B., Change the first sentence to read:

“Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½” x 11” white paper with original placed inside a three ring binder, each copy shall be securely bound, but may be bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.)”

2. Add: Section II, Scope of Services under Bag Swap Events:

“The Respondent will have the opportunity to produce the design for the reusable bag. The Respondent should include all elements of design and the cost to produce the reusable bags in their proposal amount. Cross-branding standards will need to be adhered to for the major participating retailers.”

PRE-PROPOSAL CONFERENCE QUESTIONS AND RESPONSES:

On January 14, 2011, the City of San Antonio hosted a Pre-Proposal Conference to provide information and clarification for the Plastic Bag Recycling Marketing Campaign, (RFP 11-030) for the City of San Antonio. Below is a list of questions that were asked during the conference. The City’s official response to questions asked is as follows:

Question 1: In the advertising, i.e., radio, television, or print ads, do the agencies involved, such as the City, Keep San Antonio Beautiful, major retailers, in the project, need to be mentioned?

Response: Yes, the agencies involved in the marketing campaign will need to be mentioned and incorporated into the advertising of this project.

Question 2: How is a response, submitted under a joint venture, scored, if Company A of the joint venture meets all the 20% or 20 points and the other Company B does not meet any points under the SBEDA Program points of the evaluation criteria?

Response: Section III (3) on p.12 of SBEDA Ordinance #2007-04-12-0396 states: A bidder/proposer may count toward its SBE, MBE, WBE or AABE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of SBE, MBE, WBE or AABE participation in the joint venture. The SBE, MBE, WBE or AABE must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks and profits of the joint venture.

A copy of Ordinance #2007-04-12-0396 may be located at the following website link:
<http://cosadev/edd/SBEDA%20Documents/SBEDA%20Ordinance.pdf>.

Question 3: With regards to the SBEDA Program, some of the information is proprietary, are we allowed to call Grace Luna or only email to discuss?

Response: Respondents may either call or e-mail Ms. Grace Luna of the Small Business Office with questions regarding the SBEDA Program only. Ms. Luna may be contacted at 210-207-3910 or grace.luna@sanantonio.gov.

Question 4: Regarding the Good Faith Effort Plan, a signed original and a copy of the signed original need to be put in the original proposal only, is that correct?

Response: Per RFP Section VII. Proposal Requirements, Tab H, Small Business Economic Development Advocacy (SBEDA) Program form, please complete, sign and submit the SBEDA form, found in this RFP as Attachment E. Place **original and one (1) copy** as Tab H within Respondent's ORIGINAL proposal. Additional copies are not required.

Also note that per RFP Section IX. Submission of Proposals Part A., a copy must also be included on the one (1) compact disk (CD) that is requested to have an entire copy of your proposal submission as well.

Question 5: Section II - Scope of Services, Desired Results, Goals, Are you asking the Respondent to recommend the goals or will the City provide the goals?

Response: The City has provided the goals for which project should be developed around, as stated in Section II – "Goals", page 5 of the RFP.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION VI, PRE-PROPOSAL CONFERENCE:

Question 6: With the participation of the major retailer's, H-E-B, Wal-Mart, Walgreen's, Target and JCPenny, will we need to adhere to any of their specific brand standards?

Response: Yes, if the major retailer's logo, trade name, etc. is used, then the Respondent is required to adhere to their brand label/logo standards and restrictions.

Question 7: With the participation of the major retailer's, H-E-B, Wal-Mart, Walgreen's, Target and JCPenny will the approval process for concept and deliverables involve a committee of these retailers?

Response: Yes, the recommendation process for concept, deliverables and overall RFP submission may include on the evaluation committee representatives from one or more of these major retailers.

Question 8: Is there a firm target launch date?

Response: There is not a firm target launch date for this campaign.

Question 9: What is the project award date?

Response: The tentative date is March 31, 2011.

Question 10: What will be the role of KSAB and TRA in the marketing and outreach campaign?

Response: Keeping San Antonio Beautiful (KSAB) has committed to participate in the various outreach events of the campaign that will be scheduled. The Texas Retailers Association (TRA) may have a limited role in the campaign.

Question 11: We did not see the free reusable bag as part of the deliverables and are wondering if it is something that is designed already or will we have the opportunity to produce that as well? If yes, are there cross-branding standards we need to adhere to per the major participating retailers?

Response: The reusable bag has not been designed and the Respondent will have the opportunity to produce the design for this bag. Please refer to the beginning of this addendum for additional specifications added to this RFP.

- Question 12: Per the 10 copies of the proposal, should these also be delivered in 3-ring binders or can they be comb or spiral bound?
- Response: Please see change addressed in the beginning of this addendum to Section IX. Submission of Proposals, Page 10.
- Question 13: With regards to the evaluation criteria for SBEDA points, we noticed that there appears to be a set of percentages on page 12 and a different set on page 43. Can you please clarify the evaluation criteria for us?
- Response: Pages 12 & 13 of the RFP refer to the amount of percentage points that may be earned based on the submission of an approved SBEDA form and based on meeting or exceeding SBEDA goals listed on p. 43 of the RFP.
- Question 14: On the proposal checklist on page 40, there is a request for financial information (Tab J). Can you please clarify what financial information you need for us to include?
- Response: Please refer to Section VII, Proposal Requirements, Tab J – Financial Information located on page 9 of the RFP.
- Question 15: On page 4, under the “Other” category, it says “Campaign should creatively market and highlight existing amenities in San Antonio”. What specific amenities are you referencing?
- Response: It refers to topics such as the culture, the people, the lifestyle, etc. of the San Antonio area.
- Question 16: The RFP states that each proposal shall be submitted inside a three-ring binder. This differs from other city RFPs. Do all 10 copies need to be in three-ring binders or just the original?
- Response: Please see change addressed in the beginning of this addendum to Section IX. Submission of Proposals, Page 10.
- Question 17: Can you please outline the difference between the Design Plan and the Operating Plan for Tab D?
- Response: The Design Plan describes the components of the Respondent’s plan and the Operating Plan describes the execution of the Design Plan. Please refer to RFP Attachment A, Part Three Proposed Plan located on page 23 of the RFP.
- Question 18: What is the average household usage of plastic bags in San Antonio?
- Response: No data is available for the City of San Antonio. A typical U.S. household uses approximately 500 to 600 bags annually (Source: Hyder Consulting (2007), p. 8; Los Angeles County (2007), p. 2).
- Question 19: What is the cost to the City (tax dollars) for plastic bag pickup and cleanup?
- Response: This cost is not available.
- Question 20: What happens to plastic bags when they consumers put them in their blue recycle bin? Does the recycle center separate them and dispose of them properly?
- Response: Consumers are asked not to place plastic bags in their blue recycle bins. Should there be a plastic bag place within the blue bins; the City’s recycling processor strives to separate them from the other materials in order to recycle them, however, most plastic bags end up clogging the conveyor belts at the recycling plant. These plastic bags then need to be cut loose and are combined with other waste materials for disposal.
- Question 21: Should the Respondent include time and costs in the main budget for Public Relations and press coverage, or will the City do this?
- Response: Yes, the Respondent should include the time and costs in the main budget for public relations and press coverage, please refer to Section II., Scope of Services in the RFP document.
- Question 22: Clarification needed on page 10, Section IX., Submission of Proposals, B. Proposal Format - Can the Respondent submit 50 pieces of paper total with the proposal printed on both sides, totaling 100 pages? Or can the Respondent submit 25 pieces of paper with proposal printed on both sides, totaling 50 pages?
- Response: The Respondent can submit 25 pieces of paper with proposal printed on both sides, totaling 50 pages.

Question 23: TAB J - Financial Information - requires "audited" financial statements. Are unaudited financial statements acceptable?

Response: The requirement is for audited financial statements. Respondents should submit what they believe is suitable in meeting this requirement.

Question 24: RFP Attachment A, Part One Question #4 - No license is required for advertising agencies in the State of Texas. Should the Respondent answer "Not Applicable" on RFP?

Response: The RFP request is to determine if the Respondent is authorized or licensed to "do" or "conduct" business in Texas. For example, if the Respondent is a corporation, the Respondent's corporation should be authorized or licensed to legally conduct business in Texas. In this example, the Respondent may be asked to provide proof that their corporation has authority to conduct business in Texas. Respondents should respond in a manner they believe is suitable for meeting this requirement.

Question 25: Respondent has significant relevant experience with "projects of similar size and scope" older than 4 years. Would the City consider this experience if included in the RFP?

Response: The RFP request is for projects over the past four years. Respondents should submit what they believe is suitable in meeting this requirement.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION X, RESTRICTIONS ON COMMUNICATION:

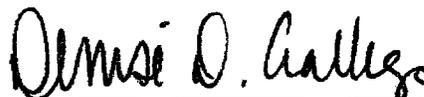
Question 26: K. Fernandez and Associates has not been required to have audited financial statements for other clients. Is it possible for the City to waive this requirement? If not, would a balance sheet only audit suffice? As a small business, even this is a large financial expense.

Response: The RFP is requesting the submission of audited financial statements. The City can not waive the requirement. Respondents should submit what they believe is suitable in meeting this requirement.

Question 27: On the Price Schedule, RFP Attachment B - Does this amount include professional agency hours and hard cost (media placement, printing, travel, etc) as a lump sum? The breakdown by Professional Agency costs and hard cost would then be provided in Tab D under the Proposed Plan? Is a breakdown of Professional Agency hours required as well as outside costs?

Response: On the Price Schedule, RFP Attachment B, this amount includes professional agency hours and hard cost (media placement, printing, travel, etc) as a lump sum, please refer to the price schedule note of all to be included. Yes, the breakdown by professional agency costs and hard cost would then be provided in Tab D under the Proposed Plan as well as professional agency hours and outside costs.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



Denise D. Gallegos, C.P.M., CPPB
Purchasing & Contract Administrator
Purchasing & General Services Department

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature

PRICE SCHEDULE

Price to City

Total Price to Provide Proposed Plastic Bag Recycling Marketing Campaign to the City:

\$ 219,922.00

(NOTE: Total Price shall be inclusive of all travel and per diem costs incurred by Respondent for completion of Section II, Scope of Services)

- 1. Total Price Breakdown: The Respondent shall provide a Schedule of Values for based on RFP Section II, Scope of Services. The Schedule of Values shall be submitted with the Price Schedule as Tab E of Respondent proposal response.**

SCHEDULE OF VALUES

Agency Services - Professional Staff Time

Creative and Production - Viral video master (:60) with 2 edits for Phases in both English and Spanish and one :30 PSA in both English and Spanish. We will shoot all original footage with enough extra footage for campaign refresh edits as related to subsequent phases Two and Three for viral video with our production equipment, directing, production, copywriting, all graphics/animation, and all off-line editing in house: \$20,400

Radio Spots - copywriting and production of an English and Spanish :60 spots for campaign launch. Development of a :30 English and Spanish announcement copy for Bag Swaps with retailer tag (assumes 3 versions): \$5,000

Retailer Training Video - In-house shoot and production turnkey of a 5 to 7 minute training video. Includes all copywriting, editing, and graphic design/animation. Assumes English only to be delivered as QuickTime format to distribute easily to retail partners. All editing to be done in-house including audio production: \$10,000

Graphic Components and Print - Copywriting and graphic design of logo treatment/design of Change is in the bag; Outdoor creative; Bag Buster flyer, coloring page and badge; web ads and statement stuffer: \$10,500

Account Service Professional Hours - To execute the Work Plan across all internal/subcontractor departments, primary liaison with City and Committee, coordinate approvals, meetings, meeting reports, trafficking of PSAs and outdoor, and interface with media and public relations teams: \$34,000

Sub-contractors Professional Time and Hardcosts:

Public Relations Professional Hours - To turnkey press conference to launch Change is the Bag for the City; media advisories, press story pitching and recaps as detailed in the Strategies and Tactics section of the Work Plan:	\$12,600
ViVA Media - Media Planning and Buying professional services:	\$7,000
Media Placement - Outdoor, radio and web ads:	\$100,572
Voice Over Talent - for radio, PSAs and training video :	\$2,000
Music and Stock Imagery - Placeholder for hard costs of stock imagery and needle drop music (if necessary):	\$2,000
GeoMedia - Final On-line services for :30 TV PSA English and Spanish:	\$2,500
Circle Graphics - Printing of six 14' x 48' outdoor vinyls (vinyls from Phase One will be re-used in Phase Two, new creative for Phase Three):	\$3,000
Custom Earth Promos - purchase and printing of 15,000 reusable bags printed with campaign logo:	\$10,350

Note: For us to have to use this limited budget to print 100,000 reusable bags the cost is approximately \$45,000 so we have proposed a more reasonable quantity of 15,000. It is our professional recommendation to utilize the majority of dollars in working media as \$44,000 in paid radio is providing us an additional \$20,000 in added value in either remotes and/or bonus units. We should keep as much working dollars to get the highest number of impressions in mass media, viral/social marketing and public relations and for the City to find an underwriter for the bags such as the Retailers Association. With that said, we can edit the Work Plan items and adjust the budget accordingly if the City requires us to print all 100,000 but keep in mind our proposed media budget is generating 54.1 Mil impressions to Adults 18+ in San Antonio without measuring any viral media and public relations or events. It is our professional opinion that the mass approach is a better use of these working dollars to change behavior.