

CITY OF SAN ANTONIO

Office of Environmental Policy



REQUEST FOR PROPOSAL ("RFP")

for

Bicycle Awareness and Safety Media Campaign
RFP 10-031

Release Date: February 12, 2010
Proposals Due: March 15, 2010

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I. BACKGROUND

The City of San Antonio Office of Environmental Policy (OEP) has established the “San Antonio Bikes” program to promote bicycling as a viable form of alternative transportation in the city. As such, its goals are to increase bike ridership for daily use and improve cycling safety by making the bike network accessible, direct, and continuous. San Antonio seeks designation as a Bicycle Friendly Community by the League of American Bicyclists. More information about the program can be found at <http://www.sanantonio.gov/oep/hikebike.asp>.

In the recent past, the San Antonio Bikes Program has established a Facebook fan page and an interactive GIS-based mapping web application (<https://gis.sanantonio.gov/OEP/Bike/index.html>). Additionally, OEP has collaborated with Alamo Colleges and the Convention and Visitors Bureau to produce maps that encourage cycling, walking, and running. OEP will also begin updating the San Antonio-Bexar County Bicycle Master Plan and is reviewing plans for a bike share / bike rental / tourist amenity for the downtown area. On February 4, 2010, City Council passed an ordinance for “Safe Passing of Vulnerable Road Users” (See RFP Exhibit 4.) This new law promotes a “culture of safety” and helps form the basis for a safety education campaign.

There are four distinct “bicycle constituencies” who have very different wants and needs: recreational riders, commuters, those who use a bike as their primary form of transportation, and casual riders who may have less experience riding a bike. Potential obstacles/objections to overcome regarding riding a bicycle in San Antonio include lack of connectivity in the current bicycle infrastructure, poor street conditions, hot climate, intolerant car drivers, long distances, etc. On the other hand, the area is relatively flat, good weather prevails a majority of the year, and there are a number of first-class off-road recreational destinations.

The City of San Antonio, Office of Environmental Policy (“City”) seeks proposals from qualified Respondents interested in providing the services as described in this RFP. The estimated budget amount for Phase I Campaign is \$80,000.00. The estimated budget amount for Phase II Campaign is \$300,000.00. Phase I program is funded in part by the Department of Energy (DOE) formula-based grants to units of local government under the Energy Efficiency and Conservation Block Grant (EECBG) Program. DOE’s authorization for this program is set forth in Title V, Subtitle E of the Energy Independence and Security Act (EISA) of 2007. Projects under this announcement may be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act’s purposes are to stimulate the economy and to create and retain jobs. Phase II is contingent upon award of Texas Transportation Enhancement funding administered through the Texas Department of Transportation (TxDOT.) Recipients of the competitive program are expected to be announced in Summer 2010.

Phase I Campaign will run approximately 6 months. The additional funding referenced above is being sought to augment this campaign as Phase II. Phase II would commence in the Fall of 2010 for a three-year expenditure. Respondents must note that the award of the Phase II contract is contingent upon award of the Texas Transportation Enhancement reimbursement program to the City of San Antonio.

II. SCOPE OF SERVICES

The firm selected for this project will be responsible for developing a Bicycle Awareness and Safety Media Campaign, including but not limited to the following tasks:

Phase I:

Task 1: Defining the message of the Bicycle Awareness and Safety Media Campaign to the target audiences:

Themes should highlight the message(s) of the “Safe Passing” ordinance, equipment requirements for bicycles, rules of the road for all vehicles, etc.

Campaign should creatively market and highlight existing amenities in San Antonio.

Campaign should consider messages targeted to Spanish speaking residents.

Task 2: Identifying the appropriate vehicles for message dissemination including print, radio, and viral marketing options

Task 3: Establishing a schedule and budget for an approximate six month campaign including creative development, production, printing and media

Task 4: Creating, developing, producing and printing slogans, artwork, photography, web applications, etc.

Task 5: 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.

Phase II:

Respondents must note that the award of the Phase II contract is contingent upon award of the TxDOT Texas Transportation Enhancement reimbursement program to the City of San Antonio for the provision of safety and education activities for pedestrians and bicyclists.

The scope of services and methodology will be similar to Phase I and quantities, budget, timeline, etc. will be established upon commencement of Phase II. Phase II will incorporate and build on the Phase I campaign and will be defined as:

Share the Road Advertising Campaign:

“Same Road, Same Rules, Same Rights”

A three-year public information campaign will be designed to educate the general public about rules of the road for both motor vehicle operators and “vulnerable users,” specifically bicyclists and pedestrians in the San Antonio area. The campaign will employ various media and social marketing techniques to

reach the widest possible audience. The message will be portrayed in both English and Spanish, and will utilize the most visible outlets for maximum impact.

Desired Results

Through education and awareness, all users of the road will gain respect for each other while resulting in more livable and walkable communities that enhance the quality-of-life of the citizenry. Public and environmental health will be positively impacted and the economic vitality of the area strengthened through the encouragement of “active” transportation choices.

Goals

The goals of this campaign are: 1. To improve the actual and perceived safety of bicyclists and pedestrians on shared-use roads, 2. To communicate to bicyclists and pedestrians that they are also subject to rules of the road, 3. To increase awareness of drivers of other users of the road, 4. To encourage the development community to consider “Complete Streets” design for new and redevelopment projects.

The initiative supports the Office of Environmental Policy’s Mission Verde Sustainability Plan, San Antonio-Bexar County MPO’s “Complete Streets” Resolution, and San Antonio Metro Health’s emphasis on environmental improvements and the impact on public health.

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. ARRA PROVISIONS

Source of Funds – American Recovery & Reinvestment Act: Funds for this contract come in whole or in part from a grant made available through the American Recovery and Reinvestment Act of 2009 (“ARRA”).

Buy American Requirements; Use of Domestic Iron, Steel, and Manufactured Goods: Pursuant to Section 1605 of the ARRA, none of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless all of the iron, steel, and manufactured goods used in the project are produced or manufactured in the United States. Production in the United States of the iron or steel used in the project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project. There is no requirement with regard to the origin of components or subcomponents in manufactured goods used in the project, as long as the manufacturing occurs in the United States.

Job Creation and Retention: Pursuant to section 1512c of the ARRA, not later than 5 days after the end each calendar quarter, you must submit a report to the City that contains an estimate of the number of jobs created and the number of jobs retained as a result of your receiving ARRA funds pursuant to this contract. Include a brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or your existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work. “Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter. “Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the ARRA. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

Access to Contractor Records: Inspectors General, the Accountability and Transparency Board, and the Government Accountability Office are granted authority to examine any records of the contractor regarding ARRA transactions as required by ARRA Sections 902, 1514 and 1515. You acknowledge this requirement and agree to grant such access to these entities and the City, if requested. You shall maintain documentation of your purchases of materials or goods furnished hereunder that are sufficient to demonstrate that they are U.S.-made. You must retain this documentation for the duration of this contract and for four years after the expiration or termination of this contract. You shall permit inspection and copying of such documents to these parties and the City at no cost.

Anti-discrimination and Equal Opportunity Provisions: All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance shall apply here. You shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. Generally applicable civil rights laws apply, including (but not limited to) the Fair Housing Act, the Fair Credit Reporting Act, the Americans With Disabilities Act Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act. You agree that you will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

VI. PREVAILING WAGE

Section 1606 of the Recovery Act requires the payment of not less than the prevailing wages under the Davis-Bacon Act to "all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act."

It is the responsibility of selected contractors/subcontractors to adhere to all Davis-Bacon Labor Standards. A full overview of these standards is provided by the Department of Labor online at <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

On August 24, 2009, the Davis-Bacon Act (DBA) Rate Decision for Bexar County, Texas was revised. DBA Rate Schedules are often updated. The most up-to-date versions of the schedule can be found online at <http://www.wdol.gov/dba.aspx>. The DBA WD code number for Bexar County, Texas is TX22.

VII. TERM OF CONTRACT

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence, after approval by the City Council as signified by passage of an ordinance, on the date of the last party to execute this Agreement and terminate on completion of services described in Section II Scope of Services, Phase I, or six (6) months from date of executed agreement, whichever shall occur earlier. A separate contract may be executed for Phase II. Phase II

is contingent upon the award of the Texas Transportation Enhancement reimbursement funding to the City of San Antonio. A contract for Phase II, if awarded, shall be executed for thirty-six months.

Termination: In addition to any other provision of this agreement, City may terminate this agreement, in whole or in part, for any of the below listed reasons. For purposes of this agreement, "termination" of this agreement shall mean termination by expiration of the agreement term or earlier termination pursuant to any of the provisions hereof.

This agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for termination of not less than 30 (thirty) calendar days from the date of such notice. All services being terminated shall cease upon the date specified in such notice. City shall equitably compensate Contractor in accordance with the terms of this Agreement for the services properly performed prior to the date specified in such notice, following inspection and acceptance of same by City. Contractor shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate. Contractor shall submit an invoice for work performed prior to the date of termination within thirty (30) days of the date for termination specified in the notice. City shall not be responsible for payment of any invoices received after the expiration of said thirty (30) days.

City reserves the right to terminate this Agreement in whole or in part immediately upon breach of any term or provision of this Agreement by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Agreement, City shall have the right, if Contractor shall not cure any such default after ten (10) days written notice thereof, to terminate this Agreement in whole or in part and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work is in excess of that part of the agreement sum, which has not heretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse City for such excess.

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

Election Of Remedies - Termination Not Sole Remedy. In no event shall City's action in 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 equity, City's rights to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

VIII. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Purchasing & General Services, Riverview Towers, 111 Soledad, Suite 1100, San Antonio, Texas 78205, at **2:00, Local Time, on February 22, 2010.**

Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference is optional, but highly recommended. *Respondents shall bring a copy of this RFP to the pre-submittal conference.* A Pre-Submittal Conference Agenda and a Bike Presentation is available at <http://epay.sanantonio.gov/RFPListings/>. Respondents that are not able to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial In Number: (877) 226-9790

Access Code: 6803495

This meeting place is accessible to disabled persons. The Municipal Plaza Building is wheelchair accessible. The accessible entrance is located at 114 W. Commerce. Accessible parking spaces are located at City Hall, 100 Military Plaza. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

IX. PROPOSAL RESPONSE REQUIREMENTS

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

A. RESPONDENT PROPOSAL: Complete and submit Response Attachment A

TAB 1 – TABLE OF CONTENTS

TAB 2 - 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 3 – GENERAL INFORMATION: Use the Form found in this RFP as Attachment A, Part One)

TAB 4 – REFERENCES: Use the Form found in this RFP as Attachment A, Part Two)

TAB 5 – EXPERIENCE, BACKGROUND & QUALIFICATIONS: Use the Form found in this RFP as Attachment A, Part Three)

TAB 6 – PROPOSED PLAN: Use the Form found in this RFP as Attachment A, Part Four)

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TAB 7 – PRICING SCHEDULE: Complete and submit. Use the Form found in this RFP as Attachment A, Part Five)

- B. DISCRETIONARY CONTRACTS DISCLOSURE: Response Attachment B, Discretionary Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>. Complete on-line, print form and place copy as Tab 8 within Respondent's proposal submittal. After successfully printing the completed form, click on the "Submit" button to file electronically.
- C. LITIGATION DISCLOSURE: Complete and submit Response Attachment C, Litigation Disclosure Form. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form as Tab 9 within Respondent's submittal.
- D. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: Complete, sign and submit the SBEDA form contained in Response Attachment D. Place as Tab 10 within Respondent's submittal.
- E. 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. Place both documents as Tab 11 within Respondent's ORIGINAL proposal submittal. Additional copies are not required. Provide documents with the original packet only.
- F. 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. The City reserves the right to obtain, at no cost to the Respondent, a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the proposal. Place documents as Tab 12 within Respondent's ORIGINAL submittal. Additional copies are not required.
- G. ADDENDUMS: Respondent shall sign and submit all Addenda (if any) issued for this RFP. Changes to the RFP will be posted to the City of San Antonio's Bidding & Contract Opportunities Website, <http://epay.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether amendments or revisions have been made prior to submission of a proposal response. Place documents as Tab 13 within Respondent's submittal.
- H. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in Response Attachment E. 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 the company or partner of the firm shall be accompanied by evidence of authority. Place document as Tab 14 within Respondent's submittal.

- I. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in Response Attachment F as Tab 15 within Respondent's submittal.

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.

X. AMENDMENTS TO RFP

Amendment to the RFP, including written responses to questions received in compliance with Section XII, 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 XII, 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.

XI. 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. Respondent shall submit these items in a sealed package, clearly marked on the front of the package: **Bicycle Awareness and Safety Media Campaign**.

All proposals must be received in the City Clerk's Office no later than **2:00 p.m., Local Time**, on **March 15, 2010** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

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

Physical Address:

City Clerk's Office,
Attn: Office of Environmental Policy
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 with original placed inside a three ring binder and each copy to be securely bond in a more economical fashion (i.e. – heat bond, spiral bond, etc.). 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. Electronic files, websites, or URLs shall not be submitted in lieu of the proposal, other than the CD specified above. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 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.

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 in Response Attachment A - Respondent Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on their proposal's Respondent Questionnaire, the Director of Office of Environmental Policy shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

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

XII. 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 Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **3:00 p.m., Local Time, on March 4, 2010**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email or by fax to:

Jennifer Wood, Contract Manager
City of San Antonio, Purchasing and General Services Department
Jennifer.Wood@sanantonio.gov or to fax # (210) 207-7814

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

Jennifer Wood, Contract Manager
City of San Antonio, Purchasing and General Services Department
P.O. Box 839966
San Antonio, TX 78283-3966

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

3. Respondents and/or their agents are encouraged to contact the Small Business Division of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy Program policy and/or completion of the SBEDA form. The point of contact is Ms. Grace Luna. Ms. Luna may be reached by telephone at (210) 207-3900 or by e-mail at Grace.Luna@sanantonio.gov. Contacting her or her office regarding this RFP after the proposal due date is not permitted.
4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.

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 to the Department Director no later than seven (7) calendar days from the date letter was sent.

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

XIII. 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 %)
- B. Proposed Plan (45 %)
- C. Pricing Schedule (15 %)
- D. Small Business Economic Development Advocacy Program (SBEDA) (20%):
 1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.
Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (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 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.

XIV. 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 – Response Attachment B)

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

XV. SCHEDULE OF EVENTS

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

RFP Release Date	February 12, 2010
Pre-Submittal Conference	February 22, 2010, 2:00 pm Local Time
Final Questions Accepted	March 4, 2010, 3:00 pm Local Time
Proposals Due	March 15, 2010, 2:00 pm Local Time
Contract Considered by City Council	April - May 2010

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 3**

Complete the following form and include with Respondent's Proposal.

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: _____

³Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

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

³ Delete this requirement and the associated note if the RFP is not soliciting for a contract that has been identified as "high profile".

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.

RFP ATTACHMENT A, PART TWO**REFERENCES****To be submitted with Respondent's Proposal as TAB 4**

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. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART THREE

EXPERIENCE, BACKGROUND, QUALIFICATIONS

To be submitted with Respondent's Proposal as TAB 5

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.
5. 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.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART FOUR

PROPOSED PLAN

To be submitted with Respondent's Proposal as TAB 6

Prepare and submit the following items for both Phase I and Phase II of 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 Bicycle Awareness and Safety Media 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.
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. Show relationship to City and subcontractors. 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 A, PART FIVE
PRICE SCHEDULE**

To be submitted with Respondent's Proposal as **TAB 7.**

Price to City

Total Price to Provide Proposed a Bicycle Awareness and Safety Media Campaign, Phase I, to the City: \$_____

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

Price to City

Total Price to Provide Proposed a Bicycle Awareness and Safety Media Campaign, Phase II, to the City: \$_____

(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 each Phase I and Phase II based on RFP Section II, Scope of Services. The Schedule of Values shall be submitted with the Price Schedule as Tab 7 of Respondent proposal response.**

RESPONSE ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

To be submitted with Respondent's Proposal as **TAB 8.**

Discretionary Contracts Disclosure Form 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.

RESPONSE ATTACHMENT C

LITIGATION DISCLOSURE FORM

To be submitted with Respondent's Proposal as **TAB 9.**

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.

RESPONSE ATTACHMENT D

**SBEDA FORM
LIST OF SUBCONTRACTORS FORM FOR PHASE I**

To be submitted with Respondent's Proposal as TAB 10

LIST OF SUBCONTRACTORS/SUPPLIERS FOR PHASE I

(FOR CONTRACTS LESS THAN \$200,000)

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

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

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

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

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

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

AFFIRMATION

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

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

List of Subcontractors Rev. 10/12/04

Rev. 06/03

RESPONSE ATTACHMENT E

SIGNATURE PAGE

To be submitted with Respondent's Proposal as **TAB 14.**

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 3 & 4.
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.

RESPONSE ATTACHMENT F

PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as **TAB 15.**

PROPOSAL CHECKLIST

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

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Respondent Proposal (Response Attachment A)	
1	Table of Contents	
2	Executive Summary	
3	General Information	
4	References	
5	Experience, Background & Qualifications	
6	Proposed Plan	
7	Pricing Schedule	
8	Discretionary Contracts Disclosure (Response Attachment B)	
9	Litigation Disclosure (Response Attachment C)	
10	* SBEDA Form (Response Attachment D); and Associated Certificates, if applicable	
11	Proof of Insurability - Insurance Provider's Letter - Copy of Current Certificate of Insurance	
12	Financial Information <i>Provide with ORIGINAL only.</i>	
13	Addendums, if any, issued to this RFP	
14	* Signature Page (Response Attachment E)	
15	Proposal Checklist (Response Attachment F)	
	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 POLICY FOR PHASE I**

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

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

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

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

or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

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

3. **Goals for Small Business Participation**

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

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 List of Subcontractors/ Suppliers (ATTACHED). The List of Subcontractors/ Suppliers 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 the List of Subcontractors/ Suppliers 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 Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. Small Business Program Information

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

RFP EXHIBIT 2

DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM FOR PHASE II

DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM FOR PHASE II

Phase II is contingent upon award of Texas Transportation Enhancement funding administered through the Texas Department of Transportation (TxDOT.)

The City of San Antonio Capital Improvements Management Services Department (CIMS) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with the Texas Department of Transportation (DOT). The objective of the DBE program is to ensure that the CIMS Department complies with 49 CFR Part 26, and to remedy past and current discrimination against disadvantaged businesses. The program ensures a “level playing field” and fosters equal opportunity in all Texas Department of Transportation and Federal Highway Association assisted contracts that include highway and street construction.

The policy of the CIMS Disadvantaged Business Enterprise program is:

To ensure non-discrimination in the award and administration of DOT assisted and locally funded contracts

To create a level playing field on which DBEs can compete fairly for DOT assisted and locally funded contracts

To ensure that the DBE program is narrowly tailored in accordance with the applicable law

To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs

To help remove barriers to the participation of DBEs in DOT assisted and locally funded contracts

To assist the development of firms that can compete successfully in the marketplace outside the DBE program

DBE OBLIGATION

The CIMS Department and/or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. In this regard the CIMS Department and its contractors shall not discriminate on the basis of race, color, national origin, gender, or disability in the award and performance of TXDOT-assisted contracts.

THE DBE GOAL FOR THIS PROJECT IS 8%

DEFINITIONS

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

- (1) *Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:*
 - (i) *One concern controls or has the power to control the other; or*
 - (ii) *A third party or parties controls or has the power to control both; or*
 - (iii) *An identity of interest between or among parties exists such that affiliation may be found.*
- (2) *In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE Program.*

Commercially Useful Function—a DBE is considered to perform a commercially useful function when it:

- (1) *Engages in meaningful work that provides for a performance of a distinct element of the contract where that distinct element of work is worthy of the dollar amount to be awarded to the DBE; or,*
- (2) *Carries out its responsibilities by actually performing, managing, and/or supervising the work involved.*

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

Contractor means one who participates, through a contract or subcontract (at any tier) in a DOT assisted highway, transit, or airport program.

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantage business enterprise or DBE means a for-profit small business concern—

- (1) *That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and*
- (2) *Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.*
- (3)

Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills, and knowledge, and in which the DBE is responsible for a distinct, clearly defined

portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Personal Net Worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours and where top management's business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for DBE program purposes.

CERTIFICATION

1. A contractor/bidder/proposer shall submit to the City a copy of the DBE Certification Affidavit, for all DBE firms utilized or proposed to be utilized as subcontractors or suppliers in the performance of work.
2. The Certification Affidavit must be from a firm that has been certified by one of the five (5) certifying agencies of the Texas Unified Certification Program (TUCP). The five agencies are: Texas Department of Transportation (TxDot), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, and Corpus Christi Regional Transportation Authority. Each certifying entity will maintain and process all DBE applications in their designated area throughout the state.
3. A firm must be certified on or before the bid/proposal due date in order for the firm's proposed work on the particular contract to be credited toward the DBE goal. It is not enough for a certification application to have been submitted by the deadline.

COUNTING JOINT VENTURES

Joint Ventures do not have to be fifty-one percent (51%) DBE owned in order to be counted toward the participation goal. *Joint ventures that do not include any DBE firms will not count toward the goal.* A joint venture with ownership of DBE partners in any percentage will be counted for that percentage equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, (provided the DBE ownership is real and substantial and the DBEs are performing a commercially useful function).

The required documentation to be submitted to the City, along with the proposal, for Joint Ventures with DBE partners shall include:

- a. The Joint Venture Agreement for the specific contract including a detailed statement of ownership.
- b. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture.
- c. A description of the work to be performed by all the Joint Venture Partners.
- d. Proof of current certification status of the individual DBE venture partners.

GOOD FAITH EFFORTS

The bidder/proposer shall demonstrate, to the satisfaction of the DBE Liaison that genuine efforts have been made to achieve the DBE goal. The requirements for demonstrating “good faith efforts” are set forth as follows:

1. Written notices to DBEs contacted by the bidder/proposer for specific scopes of work identified by the bidder/proposer for subcontracting opportunities not less than five (5) business days prior to bid due date. Such notices shall include information on the plans, specifications and scope of work, including the deadline for submission of interest in teaming;
2. Attendance at a pre-bid conference, if any, scheduled by the City to inform DBEs of subcontracting opportunities under a given solicitation.
3. Efforts made to define additional elements of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the goals.
4. For those DBES responding affirmatively in writing to the notice required by Item 1 above,
 - (a) reasons why agreements were not reached, including written explanation for rejection of bids;
 - (b) if additional elements of work have been identified by the bidder/proposer as available for subcontracting, the bidder/proposer shall contact the CIMS Department DBE Liaison to ascertain the availability of DBE firms in those areas.
5. Efforts to assist DBE contractors with bonding, insurance, and financing, where appropriate.
6. Seeking the assistance of the CIMS DBE Liaison in contacting DBEs.
7. A bidder/proposer shall commit to the minimum percentage of DBE utilization as submitted with its bid/proposal on this contract. During the term of this contract, any unjustified failure to comply with the level of DBE participation identified in the bid/proposal shall be considered a material breach of contract.
8. If the bidder/proposer is a certified DBE and the DBE bidder/proposer intends to perform a portion of the work with its own work force, the DBE bidder/proposer must identify the work specifically by type and dollar value and must perform the work indicated with its own work forces in order to have that work counted toward the goal. (Even though the bidder/proposer is a certified DBE does not relieve the DBE bidder/proposer of the responsibility to make good faith efforts.)
9. In addition, all bidders/proposers will be required to submit the following information with the bid:
 - (a) The names and addresses of DBE firms that will participate in the contract;

- (b) A description of the work that each DBE will perform
- (c) The dollar amount of the participation of each DBE firm participating
- (d) Written documentation of the bidder's/proposer's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- (e) Written confirmation from the DBE that it is participating in the contract as provided in the bidder's/proposer's commitment.

EVALUATION OF GOOD FAITH EFFORTS

The good faith effort of a bidder/proposer will be evaluated by the DBE Liaison to determine whether the efforts to obtain DBE participation were those that a firm seeking subcontractors would take in the normal course of doing business; whether the steps taken had a reasonable prospect of success; and whether based upon the size, scope and complexity of the subcontract, there were qualified DBE firms available and willing to accept the contract at a competitive price.

The following is a list of types of actions, which the DBE Liaison may consider as part of the bidder's/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

Criteria used to evaluate "Good Faith Efforts" are as follows:

1. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal conferences, advertising and/or written notices) the interest of certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. (a) Negotiating in good faith with interested DBEs. It is the bidder's/proposer's responsibility to make a portion of the work available to DBE subcontractors and/or suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and/or suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the

plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (b) A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a prime contractor failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the prime contractor of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- 5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- 6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
- 7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- 9. In determining whether a bidder/proposer has made good faith efforts, the DBE Liaison may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the DBE Liaison may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, the DBE Liaison may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

RECONSIDERATION MECHANISM

The CIMS Department DBE Liaison will evaluate the "good faith efforts" of a firm. If after reviewing the good faith efforts submitted by Bidder/Proposer, the DBE Liaison determines that the Bidder/Proposer has failed to adequately document its good faith efforts, then the Bidder/Proposer shall have the opportunity to provide written documentation or argument, to the CIMS Director, concerning the issue of whether it met the goal or made adequate good faith

efforts to do so. The Bidder/Proposer will have the opportunity to meet in person with the CIMS Director to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The CIMS Director will provide a written decision on reconsideration explaining the basis of his decision. In cases of dispute, the final decision in determining whether Good Faith Efforts have been made rests with the CIMS Director.

The CIMS Director may determine that the efforts of the Bidder/Proposer substantially comply with the purpose of this program and such determination is in the best interest of the DBE Program and the City. However, if the CIMS Director determines that the Bidder/Proposer did not make good faith efforts to meet the goal, the decision is not administratively appealable to the Texas Department of Transportation

COMPLIANCE

If a bidder/proposer is awarded a contract:

1. The bidder/proposer must not terminate for convenience a DBE subcontractor (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without the City's prior written consent. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the bidder/proposer must notify the City immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.
2. The Bidder/Proposer will be required to make good faith efforts to find another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal the City has established for this contract. The Bidder/Proposer will be required to obtain the DBE Liaison's prior approval of the substitute DBE, through the submittal of Change of Subcontractors/Suppliers and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the Bidder/Proposer fails or refuses to comply in the time specified, our office may issue a termination for default.

PROMPT PAYMENT

The Prime Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its subcontract **no later than 10 days** from the date that the prime contractor has been paid by the City for invoices submitted for performance of subcontractor's work. A delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of San Antonio. This clause applies to both DBE and non-DBE subcontractors.

To Apply for DBE Certification, please contact the South Central Texas Regional Certification Agency (SCTRCA) at (210) 227-4722 or www.sctrca.org

For additional information contact Courtney McClure, DBE Coordinator, (210) 207-6027

**RFP EXHIBIT 3
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 a completed Certificate(s) of Insurance to the City's Office of Environmental Policy, which shall be clearly labeled "Bicycle Awareness and Safety Media 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent's signature, including the signer's 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 Office of Environmental Policy. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, 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:

TYPE	AMOUNT
A. <u>Commercial General Liability Insurance (Broad Form) to include coverage for the following:</u>	
1. Contractual Liability	Combined Single Limit for
2. Premises Operations	Bodily Injury and Property
3. Personal Injury	Damage of \$1,000,000.00 per
4. Products/ Completed Operations	occurrence or its equivalent in
	Umbrella or Excess Liability
	Coverage

5. Independent Contractors

B. Business Automobile Liability

1. Owned/Leased Vehicles	Combined Single Limit for
2. Non-Owned Vehicles	Bodily Injury and Property
3. Hired Vehicles	Damage of \$1,000,000.00 per
	occurrence

C. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/ \$500,000

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, auto liability and general 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.

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

- F) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- G) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- H) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- I) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- J) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 4

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

AN ORDINANCE 2010-02-04-0097

AMENDING CHAPTER 19 OF THE CITY CODE OF THE CITY OF SAN ANTONIO, TEXAS RELATING TO MOTOR VEHICLES AND TRAFFIC, TO PROVIDE FOR SAFE PASSAGE OF VULNERABLE ROAD USERS, PROVIDING FOR A PENALTY, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, bicyclists and pedestrians are allowed to use the roadway by law in Texas, but these users do not have the same physical protection as motorists and are at greater risk of injury or death; and

WHEREAS, approximately 50 cyclists and 400 pedestrians are killed every year in Texas; and

WHEREAS, a Safe Passing ordinance provides the foundation for an education campaign of tolerance and acceptance for "active" forms of alternative transportation, which furthers the City's goals of promoting San Antonio as a Bicycle Friendly Community, as well as for the enhancement of walkable streets and neighborhoods; **NOW THEREFORE:**

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

SECTION 1. Article I of Chapter 19, Motor Vehicles and Traffic, of the City Code of the City of San Antonio, Texas is hereby amended by adding the language, as underlined, as a new Section 19-9 to read as follows:

Section 19-9. VULNERABLE ROAD USERS.

(a) In this section, a Vulnerable Road User means:

- (1) a pedestrian, including a runner, physically disabled person, child, skater, highway construction and maintenance worker, tow truck operator, utility worker, other worker with legitimate business in or near the road or right-of-way, or stranded motorist or passenger;
- (2) a person on horseback;
- (3) a person operating equipment other than a motor vehicle, including, but not limited to, a bicycle, handcycle, horse-driven conveyance, or unprotected farm equipment; or
- (4) a person operating a motorcycle, moped, motor-driven cycle, or motor-assisted scooter.

- (b) An operator of a motor vehicle passing a vulnerable road user operating on a highway or street shall:
 - (1) vacate the lane in which the vulnerable road user is located if the highway has two or more marked lanes running in the same direction; or
 - (2) pass the vulnerable road user at a safe distance.
- (c) For the purpose of Subsection (b)(2), when road conditions allow, safe distance is at least:
 - (1) three feet if the operator's vehicle is a passenger car or light truck; or
 - (2) six feet if the operator's vehicle is a truck, other than a light truck, or a commercial motor vehicle as defined by Texas Transportation Code Section 522.003.
- (d) An operator of a motor vehicle that is making a left turn at an intersection, including an intersection with an alley or private road or driveway, shall yield the right-of-way to a vulnerable road user who is approaching from the opposite direction and is in the intersection, or is in such proximity to the intersection as to be an immediate hazard.
- (e) An operator of a motor vehicle may not overtake a vulnerable road user traveling in the same direction and subsequently make a right-hand turn in front of the vulnerable road user unless the operator is safely clear of the vulnerable road user, taking into account the speed at which the vulnerable road user is traveling and the braking requirements of the motor vehicle making the right-hand turn.
- (f) An operator of a motor vehicle may not maneuver the vehicle in a manner that:
 - (1) is intended to cause intimidation or harassment to a vulnerable road user; or
 - (2) threatens a vulnerable road user.
- (g) An operator of a motor vehicle shall exercise due care to avoid colliding with any vulnerable road user on a roadway or in an intersection of roadways.
- (h) It is an affirmative defense to prosecution under this section that at the time of the offense the vulnerable road user was acting in violation of the law.

SECTION 2. Any person who engages in any activity specified in Section 1 above may be subject to prosecution for a Class C misdemeanor and a fine not to exceed \$200.00.

SECTION 3. All other provisions of Chapter 19 of the City Code of San Antonio, Texas shall remain in full force and effect.

SECTION 4. Should any Article, Section, Part, Paragraph, Sentence, Phrase, Clause, or Word of this Ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

SECTION 5. The City Clerk is directed to publish notice of this Ordinance in accordance with Section 17 of the Charter of the City of San Antonio. The penalty, fine or forfeiture provisions in this Ordinance shall apply five days after publication.

SECTION 6. The publishers of the City Code of San Antonio, Texas are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to format and number paragraphs to conform to the existing code.

SECTION 7. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 203000000026, General Ledger 4601100.

SECTION 8. 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.

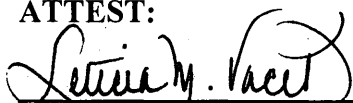
SECTION 9. This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED and APPROVED this 4th day of February, 2010.



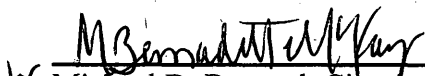
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney