

CITY OF SAN ANTONIO
INTERDEPARTMENTAL CORRESPONDENCE SHEET
ENVIRONMENTAL SERVICES DEPARTMENT

CONSENT AGENDA

ITEM NO.

26

TO: Mayor and City Council

FROM: Daniel V. Cárdenas, Director of Environmental Services

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer; Andrew Martin; Louis Lendman; Milo Nitschke;
Rebecca Waldman; Ramiro Cavazos; James Campbell; File

SUBJECT: Marketing Services Contract with CD Studio, Inc., dba the Clockwork Group, for
Recycling, Illegal Dumping, and Green Waste Education

DATE: April 17, 2003

SUMMARY AND RECOMMENDATIONS:

This ordinance accepts a proposal and authorizes the City Manager, or her designee, to execute a Texas Commission on Environmental Quality grant funded professional services contract in an amount not to exceed \$91,400 with CD Studio, Inc., dba the Clockwork Group, for professional marketing services related to recycling, illegal dumping, and green waste.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION:

This community education and marketing project is funded through grants, from the Texas Commission on Environmental Quality (TCEQ) through the Alamo Area Council of Governments (AACOG). Ordinance 96229, passed and approved on August 22, 2002, authorized the Director of Environmental Services to accept these TCEQ Regional Solid Waste pass-through grants, which are administered by AACOG.

The primary goal for this project is to improve the community's understanding of available recycling options and services; to inform and educate San Antonio on the benefits of curbside recycling and green waste programs, such as composting and yard waste disposal alternatives which will increase waste diversion from area landfills. This marketing project will use existing communication networks, including various forms of media, as well as neighborhood association and civic group presentation opportunities. A scope of services for this project is attached.

A request for proposals was issued on January 27, 2003, which resulted in the submission of six proposals for consideration. Representatives from the Environmental Services and Economic Development Departments, the Office of External Affairs, the Risk Management Division and the Convention and Visitors' Bureau reviewed the proposals and assigned scores for each proposal based on background/capability, experience and quality of proposal, economic viability and SBEDA/local business/DBE compliance. CD Studio, Inc., dba the Clockwork Group, was selected. A copy of the scoring matrix is attached.

POLICY ANALYSIS:

Approval of this Ordinance is a continuation of City Council policy to pursue and effectively use all state solid waste grant funds that become available. This Ordinance is consistent with City policy to protect and preserve public health and safety through creative programs that promote legal and efficient waste disposal.

FISCAL IMPACT:

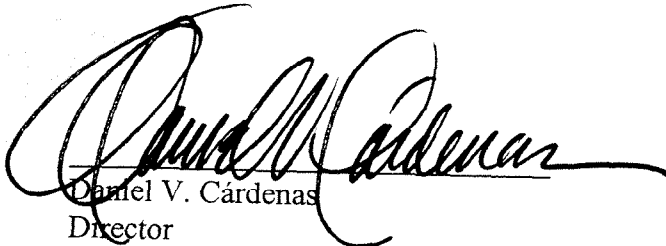
Grant funds totaling \$91,400 are available from the TCEQ Regional Solid Waste Grant Program to be authorized payable to CD Studio, Inc., dba the Clockwork Group for professional marketing services.

COORDINATION:

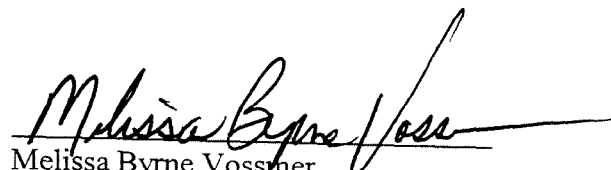
This Ordinance has been coordinated with the External Affairs Department, Economic Development Department, the Office of Management and Budget, Asset Management and the City Attorney's Office.

ATTACHMENTS:

Evaluation Team Matrix
Scope of Work
Financial Disclosure Form



Daniel V. Cardenas
Director
Environmental Services Department



Melissa Byrne Vossmer
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

Project:

Recycling/Green Waste Illegal Dumping Education Campaign

Evaluation Team:

Environmental Services Dept.
Convention & Visitors' Bureau
Public Information Office/Community Relations
Small Business Office/Economic Development Dept.
Contract Services Div./Dept. of Asset Management
Risk Management Div./Office of Management & Budget

Proposal Due Date:

February 26, 2003

	Maximum Points	THE CLOCK WORK GROUP 110 BROADWAY, 625 SAN ANTONIO, TEXAS 78205	CLEAR CHANNEL CAUSE MARKETING 3714 N. PAN AM EXPRESSWAY SAN ANTONIO, TEXAS 78219	TAYLOR WEST 4040 BROADWAY, SUITE 302 SAN ANTONIO, TEXAS 78209	INTERLEX 119 PATTERSON AVE. SAN ANTONIO, TEXAS 78209	SECOND SHIFT 8000 W IH-10 SAN ANTONIO, TEXAS 78230
A. Response to Request for Proposal	40	38	38	35	19	24
B. Background & Capability	30	26	27	30	23	14
C. Economic Evaluation	10	5	8	4	1	3
D. Local Business Enterprise	10	10	10	10	10	10
E. Disadvantaged Business Enterprise	5	5	0	0	5	5
F. Compliance with SBEDA Policy	5	2	0	0	3	3
Grand Total	100	86	83	79	61	59

Note: Cox Radio submitted proposal deemed non-responsive.

Attachment E.
Pricing Schedules

State any and all fees you would charge to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

Description

Development and implementation of education campaign promoting recycling, green waste and illegal dumping. Total price includes production of mascot, outdoor billboards and radio air-time.

MAXIMUM TOTAL PRICE: \$91,400.00

Note: Successful Respondent shall follow the Timeline of Marketing Services specified in Section I.

Pricing Schedule for The Clockwork Group

In addition to the requested media pricing for radio, print and outdoor advertising, we have included a line item for online advertising due to the efficacy of this medium, specifically on MySanAntonio.com. Furthermore, all media pricing is NET. As mentioned previously, in order to allow a larger percentage of the budget to be dedicated to media placement, **The Clockwork Group WILL NOT mark up media**, as is the normal industry practice. Also included are print costs, creative implementation time, public relations, and mascot production.

Online Advertising on MySanAntonio.com

- | | |
|--|----------------|
| • 3 month sponsorship of Community Section of site
with 120x60 pixel online ad | \$ 2,250.00 |
| • 15,000 additional page views/month on home page
with 468x60 pixel advertisement | \$ Added-Value |

La Prensa

Six (6) 1/4, black & white advertisements	\$ 2,447.58
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Primetime Publications

1/3 page advertisement in four publications/four wks. each	\$7,086.56
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Clear Channel Outdoor

- | | |
|--|-------------|
| • Four (4) 30-sheet billboards, rotated for six months | \$12,360.00 |
| • Twenty (20) 8-sheet billboards, rotated for six months | \$21,864.00 |

Radio

- | | |
|---|-------------|
| • Ten (10) :60 spots/week for eight weeks on WOAI | \$11,000.00 |
|---|-------------|

(Pricing Schedule Continued on Next Page)

Mascot

Creation of 3-dimensional mascot \$ 1,500.00

Printing

40,000 two-fold, 2-color brochures, 300,000 1/4 page
1-color statement stuffers, 40,000 bumper stickers \$ 8,250.00

Public Relations

Twelve months PR efforts, with an average of 10 hours/month \$12,000.00

Creative and Account Management

Services include creative and art direction for development
Campaign creative including brochure, bumper sticker, mascot,
Radio, outdoor, advertisements \$12,600.00

TOTAL \$91,358.14

The above reflects proposed media buys. The Clockwork Group remains flexible in terms of adjusting dollars within the allocated budget to best fit the expectations of ESD. However, we feel that the above **media buy reflects the ability to garner reach among the target audience**. Coupled with the variety of media recommended, **we will also accomplish frequency among the target audience** – two items important when considering media placement.

On the following page is a breakdown of percentages based on the above pricing schedule.

City of San Antonio
Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of Council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

Terri Gaines, Steve Gaines, Michelle Broderick

(1) the identity of any **business entity** that would be a party to the discretionary contract:
The Clockwork Group and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

NONE

(A) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

NONE

(1) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

NONE


Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
NONE		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

NONE		
Signature: 	Title: President Company: The Clockwork Group	Date: 2-26-03

AGREEMENT
Incorporating Contract Documents
Recycling / Green Waste, and Illegal Dumping
Education Campaign

STATE OF TEXAS
COUNTY OF BEXAR

Background and Contract Documents: Whereas, all predicates of law have been satisfied for the agreement here executed between the City of San Antonio (the City), a municipal corporation, and CONTRACTOR, CD Studio, Inc., dba, the Clockwork Group, as authorized by the City Council of the City of San Antonio under Ordinance No. _____, passed and approved _____ (date) and the parties do hereby set the signatures of their lawful and fully authorized representatives to bind them to performance of this agreement as set forth in the terms and conditions of one certain Request for Proposals (RFP), issued in January 2003, for *Recycling / Green Waste and Illegal Dumping Education Campaign*, and in comportment with CONTRACTOR's response, which RFP and response and all attachments and addenda thereto, being attached Exhibits I, II, III, IV, and V, all fully incorporated herein verbatim for all purposes, along with pertinent provisions of the grant source contract, fully incorporated by reference herein for all purposes, all of which Exhibits and grant source contract constitute the contract documents for this Agreement. In the event of conflict among the terms of any of the contract documents, the RFP shall govern the Contractor's response, and this Integration Agreement shall govern over all.

Funding Source: The source of funding for this contract is grant money from the Texas Commission on Environmental Quality (TCEQ), administered through the Alamo Area Council of Governments (the AACOG grant), approved by the City Council on August 22, under authority of Ordinance No. 96229. The City of San Antonio is bound by the terms of the AACOG grant contract and is required to bind any CONTRACTOR, employed by the City, to observe the terms and conditions of the grant contract. CONTRACTOR so agrees and commits to coordinate with the City as may be necessary to meet the terms and conditions of the grant source. All applicable terms and conditions of the AACOG grant are incorporated by reference herein as if recited verbatim.

Compensation: Not to exceed \$91,400.00 (Ninety-one Thousand, Four Hundred and no / 100 Dollars).

Period of Performance: The term of the contract shall commence upon the execution date recited below, but no sooner than ten (10) days following passage of the enabling Ordinance referenced above. This contract shall terminate on August 14, 2003.

Termination Conditions and Advertising Rights: Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by sending written notice to CONTRACTOR of such termination and specifying the effective date thereof, which shall be at least thirty (30) days following the day of notice. THE CITY may also terminate this CONTRACT in the event any future budget does not appropriate funding to support this contract. In addition, the CITY may terminate this CONTRACT in the event that grant funding is no longer available at any time during the CONTRACT period. Notwithstanding any other remedy provided herein or provided by law, the CITY may delay, suspend, limit, or cancel rights, privileges, or payments due to CONTRACTOR for failure to comply with this CONTRACT. Specifically, the CITY may withhold payments in cases where it determines that CONTRACTOR is not in compliance with this CONTRACT.

Upon termination of this CONTRACT, CONTRACTOR shall transfer and make available to the CITY or its authorized representative all property and materials in CONTRACTOR's possession or control belonging to the CITY, all information regarding the CITY's advertising, and all documents and files, including administrative files relating to the CITY or the services provided under this CONTRACT. Additionally, if approved by third parties in interest and if accepted by the City, CONTRACTOR shall assign to the CITY all reservations, contracts and arrangements with advertising media or other for advertising space, time, materials, or services yet to be used, and all rights and claims thereto and therein, and no extra compensation shall be paid to CONTRACTOR for its service in connection with this transfer. The limits of such assignment, if any, are limited to the scope of this agreement, value of available grant funds, and the not to exceed value of this CONTRACT. At the CITY's option, if any third party in interest fails to approve the transfer to the CITY by CONTRACTOR of any reservation, contract, or arrangement with said third party, then CONTRACTOR shall fulfill its obligation under such reservation, contract or arrangement and the CITY shall fulfill its obligation to CONTRACTOR pertaining to such reservation, contract, or arrangements as if this agreement had not been canceled.

Billing Following Termination: Within thirty days after termination of this CONTRACT, CONTRACTOR shall bill the CITY for all amounts not previously billed or paid and for which CONTRACTOR is entitled to claim reimbursement from the City under the terms of this agreement for services rendered to the benefit of the CITY. The CITY shall have sole discretion to determine whether or not such services have benefited the CITY. Subject to the foregoing provisions, the CITY shall then pay such amounts to CONTRACTOR. In no event shall the CITY be liable for charges submitted after this thirty-day time period. Time is of the essence in this regard. CONTRACTOR is to receive no compensation in connection with space, time, materials or services the payment for which shall become due to an advertising medium or others after the termination of this CONTRACT.

Non-Assignability: This professional services contract entails rights, duties, responsibilities, and obligations of CONTRACTOR that are non-assignable without the

express written consent of the CITY. Consent to assignment shall be given only by the City Council and evidenced by Ordinance.

Entire Agreement: This contract, including all its Exhibits, addenda, amendments, and documents comprising said contract as recited above, embody the final and entire agreement of the parties, superceding all other oral or written understandings. No other agreements, oral or otherwise, regarding the matters of this CONTRACT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, executed by the parties hereto, and approved by the City Council, evidenced by Ordinance.

Notices: Any notice required or permitted to be given under this CONTRACT shall be sufficient if given in writing and by Certified Mail, Return Receipt Requested, to the CITY or to CONTRACTOR at the addresses first set forth below or to any other address of which written notice of change is given.

CITY

Daniel V. Cárdenas, Director
Environmental Services Department
City of San Antonio
1940 Grandstand
San Antonio, Texas 78238-4549

CONTRACTOR

Terri Gaines, President
CD Studio, Inc., dba the Clockwork Group
110 Broadway, Suite 625
San Antonio, TX 78205

Venue: This contract is performable in Bexar County, Texas, wherein venue shall lie.

Execution Date: _____

City of San Antonio

by: _____

Printed name: _____

Title: City Manager, an Assistant City Manager,
or an Assistant to the City Manager



Approved as to form:

Office of the City Attorney

Andrew Martin

by: _____

Assistant City Attorney

CD Studio, Inc.,

dba The Clockwork Group

by: 

Printed name: Terri G. Gaines

Title: President