

CITY OF SAN ANTONIO

FINANCE DEPARTMENT



REQUEST FOR PROPOSAL ("RFP")

for

Municipal Commercial Garbage Collection, Disposal and Recycling Services for the City of San Antonio (RFP 16-099, 6100007926)

Release Date: September 7, 2016

Proposals Due: July 26, 2017

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

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003 – BACKGROUND

- 3.0.1 The City of San Antonio, ("CITY") Finance Department, Purchasing Division (in coordination with Solid Waste Management Department) is seeking Proposals from qualified firms interested in providing municipal commercial solid waste services to include refuse collection, disposal and recycling collection and processing services. Services shall be provided to various City locations at current service levels. Refer to Attachment B1 and B2 for detail of the City's current accounts and service levels. The containers at the current City accounts are the property of the current service provider. The City currently has approximately 111 accounts consisting of front load containers for garbage collection and disposal services, approximately 19 accounts consisting of a combination of open top and compactor containers for garbage collection and disposal services and approximately 13 accounts consisting of frontload and compactor containers for recycling services. The City is seeking garbage collection, disposal and single stream recycling services for **all of the accounts/locations** listed in Attachment B1 and B2 and any new accounts that may be added during the term of the contract. This RFP does not include residential services, medical waste or dead animal removal. The City's goal is to optimize operational efficiencies as well as receive the highest quality of service at most reasonable cost. Through this procurement process, the City also desires to evaluate the best practices and methods.
- 3.0.2 Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the CITY, as determined by the CITY based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts" to preserve public health, safety, and welfare. It is not a statutory competitive bid solicitation. The CITY reserves the right not to award the contract(s), or to amend or negotiate terms of the contract(s) after reviewing proposals that have been submitted, at any time while proposals are pending. CONTRACTORS (Respondents) interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.
- 3.0.3 **Respondent shall provide the requested information contained in RFP Attachment A, Part Two and Three. The answers should be responsive, concise, and as brief as possible without being vague**

004 - SCOPE OF SERVICE

Contractor Requirements.

4.0.1 The CONTRACTOR shall agree to perform at a minimum, the basic services outlined in the RFP. Solid waste **garbage collection and recycling services** provided by the CONTRACTOR shall be equivalent to service levels currently provided to City of San Antonio facilities. Costs of all container rental, collection, labor, recycling, disposal, all hauling, disposal of all contents, dump fees, re-setting and maintaining containers and equipment, disinfecting containers receiving food, and insurance, unless otherwise noted, required to perform the scope of services of this RFP for the City are the responsibility of the Contractor and are to be included in the CONTRACTOR's proposed Price Proposal (Attachment B1 and B2 – Price Proposal).

4.0.2 Collections Days. **Services shall be provided Monday – Saturday. Collection times shall be in accordance with City Code 14.41(f). Occasionally services may be requested on Sunday and City recognized holidays for open top containers and compactors. Contractor may propose an additional trip charge rate for Sunday or Holiday collection. (Refer to Item VII on Attachment B1, and Item VI on Attachment B2 - Price Schedule for additional trip charge for a Sunday or Holiday collection service)** The CITY prefers that the CONTRACTOR retain the current garbage and recycling collection days now being observed in the service areas. Proposed alternate days of collection, if any, shall be detailed in the CONTRACTOR's submittal under the Proposed Plan for Service Delivery. Changes to the collection day schedule must be presented to the using Department Director or designee for approval.

4.0.3 CONTRACTOR warrants and certifies that CONTRACTOR and all other persons designated to provide said services required by this contract, have the experience, requisite training, licenses and/or certifications, to include, but not limited to, a Municipal Solid Waste License. Additionally, the CONTRACTOR and any such other persons must meet all competence standards promulgated by authoritative bodies and regulatory agencies, such as Texas Commission on Environmental Quality, as applicable to the services provided herein.

4.0.4 All Contractor services **and collection times** shall be performed in accordance with applicable provisions of the City Code, Chapter 14 SOLID WASTE; http://library.municode.com/HTML/11508/level2/PTIICO_CH14SOWA.html

4.0.5 In addition to the materials and equipment set out in Section 004 – Scope of Services, CONTRACTOR shall also supply all levels of skill and labor necessary to successfully complete all services required under this contract.

4.0.6 The Contractor must have provided similar services at like-type facilities (commercial, municipal facilities) for a period of not less than five (5) years, immediately preceding the proposal due date.

4.0.7 All equipment furnished by Contractor shall remain the property of Contractor. The City shall not intentionally overload, move or alter the equipment and shall use the equipment only for its intended purpose.

4.0.8 Contractor shall assume all responsibility and liability of all waste once loaded into the Contractor's vehicle, including, but not limited to, safe transportation of waste material, and ensuring that disposal is performed in accordance with regulations.

4.0.9 Loss or damage by Contractor Employees / Operations. CITY shall refer complaints regarding loss of or damage to public and/or private property to CONTRACTOR who shall repair, replace, or otherwise compensate for all damage to said property caused by CONTRACTOR's employees and CONTRACTOR's operations while performing this contract.

4.0.10 Transportation, Storage and Legal Disposal Costs. The CONTRACTOR shall supply all necessary transportation and storage facilities for all materials and equipment necessary to perform all services described in this contract. The CONTRACTOR is responsible for the legal disposal of non-recyclable waste at a State approved facility. The City is not responsible for any material collected from any other container. All transportation, storage functions, disposal and recycle facilities shall be duly licensed or qualified under regulation, as may be necessary to environmental, health and safety compliance and Contractor shall pay all state fees imposed by the Texas Health and Safety Code, Chapter 361, Sec. 361.013.

4.0.11 Taxes, Governmental Fees and Charges. The CONTRACTOR shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this contract. The CONTRACTOR specifically agrees to pay all CITY solid waste vehicle licensing and permitting fees imposed by City Code Chapter 14, Sec. 14-22, that is a material condition of the contract.

- a. Contractors currently operating in the City of San Antonio and performing this type of scope of services must be in compliance with the City's Commercial Solid Waste Permitting program (outlined in Section 004, Item 4.0.11 - Taxes, Governmental Fees and Charges) as of the Proposal Due date on the title page of this proposal. Respondents that do not meet compliance shall be deemed non-responsive.
- b. The Contractor shall maintain all permits and licenses required by law or ordinances throughout the term of this contract. Contractors not currently operating in the City of San Antonio for this type of scope of services shall be qualified to obtain the City's Commercial Solid Waste Permit (outlined in Section 004, Item 4.0.11 - Taxes, Governmental Fees and Charges) as of the Proposal Due date on the title page of this proposal and obtain such permits prior to commencement of service.

4.0.12 Compliance. The CONTRACTOR shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. CONTRACTOR shall avoid any practice that would create a perception of nuisance, such as odors and litter. CONTRACTOR shall comply with the regulations, guidelines and standards set forth in Chapter 14 of the City of San Antonio Code. CONTRACTOR shall also comply with the Regulatory Compliance and Criminal History Warranty as outlined in Exhibit 8.

4.0.13 Recycling / Landfill Facility Approval and Contractual Tonnage Commitments. CONTRACTOR shall provide a list of all legal disposal site(s) it intends to utilize with its submittal. Prior to commencement of Contract, the Department reserves the right to review and approve the CONTRACTOR's disposal sites. If an existing long-term CITY disposal contract is held by the CONTRACTOR, waste that is generated and managed under this contract and delivered to CONTRACTOR's disposal site shall be credited toward the CITY's contractual tonnage obligation to the CONTRACTOR. CONTRACTOR shall include the cost of disposal in its proposal pricing.

4.0.14 Care and Diligence. The Contractor shall exercise all reasonable care and diligence in collecting refuse and recyclables. Collection equipment shall be muffled and operated at acceptable noise levels. Equipment shall be maintained to prevent leaks of oil or other liquids, and any such leaks will be covered immediately and cleaned up quickly. Contractor shall provide such personnel and equipment, including reserves, and develop reasonable route assignments,

as to assure adherence to schedules, as determined. Contractor must exercise due care to avoid dropping of refuse through collector activity and shall immediately at the time of occurrence clean up such spillage, dropping, or scattering.

4.0.15 Vehicles.

- a. Contractor shall provide and maintain during the entire period of this contract collection vehicles sufficient in the number and capacity to efficiently perform the work and render the services required by this contract. Contractor shall have immediately available such additional vehicles, equipment, and personnel to assure collections continue on schedule during breakdowns and repair.
- b. The collection vehicles shall be kept in a sanitary condition at all times and to assure compliance, the City shall reserve the right to inspect the vehicles at any time to ascertain condition. Each truck shall carry at all times a shovel and a broom or rake, to be used for collection of spilled refuse.
- c. During collection activities, operator shall observe procedures and exercise good judgment to create minimal disturbance to citizens of the City.
- d. All equipment used in the service of this contract shall be well maintained, kept in good repair, and shall at all times comply with any State and Federal DOT safety regulations.
- e. All Contractor vehicles shall be equipped with two-way communications and shall remain in constant contact, during operations, with the local office of the company.
- f. Contractor shall furnish the City with a list of all equipment to be used in fulfillment of this contract and immediately notify the City when any additions or deletions take place. At a minimum, this list shall give the make; model, company I.D. number, and City's permit number for each vehicle.
- g. The City shall have the option and the right at any time, without question, to order a vehicle removed from service for actual or suspected non-compliance with any of the preceding requirements, and in so doing shall in no way relieve the Contractor of his responsibility for meeting the collection schedule requirements. Any vehicle so removed shall not be returned to service until the City has been satisfied that the vehicle is in compliance and authorized the return to service.

4.0.16 Equipment Requirements.

- a. CONTRACTOR shall be responsible for furnishing all containers, supplies, labor and equipment necessary to fulfill the contract. Said equipment shall be supplied at the CONTRACTOR's own expense with no additional cost to the CITY, to effectively serve the facilities with solid waste, disposal and recycling services. Contractor shall provide parts and labor to repair any damaged container at the Contractor's cost. The CITY reserves the right to inspect and approve CONTRACTOR's equipment, necessary to this solicitation and contract, prior to the commencement of services. Such equipment shall include, but are not limited to:
 - Collection vehicles for commercial garbage and refuse pick up;
 - Recycling collection vehicles to be used for recycling material pick-up;
 - Frontload containers - Refer to Attachment B for current sizes and service level;
 - T96 carts – Refer to Attachment B1 and B2 for current quantities and service level
 - Open-top Containers - Refer to Attachment B for current quantities and service level
 - Compactors - Refer to Attachment B for current quantities and service level
- b. Contractor shall provide appropriate containers (e.g., wheeled carts, front loaders, open top containers, compactors) to collect all garbage and recyclables. At the beginning of service under the contract, containers are to be new, like new or in a condition acceptable to the City. All containers shall be clearly labeled, and should be color-coded, to indicate their intended use. Contractor shall maintain all containers in a clean and fully serviceable condition, free of offensive odors, graffiti and safety hazards. Contractor shall be required to clean containers as necessary based on their standard use. Contractor shall provide prompt repair or replacement of all damaged containers.
- c. When containers are removed from City location for reasons of damage, repairs, or unable to safely operate, etc. the Contractor must furnish whatever container(s) or services necessary the same day to meet the demands of the Department(s) at no additional cost to the City. The Contractor is responsible for maintaining the Departments service level for collection of waste and recyclables on the required service days. Any additional expense, to include but not limited to multiple same day pickups, multiple containers, placement and removal of

temporary containers to maintain the Departments service level will be at the Contractors expense.

- d. Container/equipment change out will be required when container/equipment has been repetitively repaired for the same incident/malfunction. City shall have the option and right, at any time, to require change out of containers or equipment. City will not be held responsible for any cost to change out or repair vendor containers/equipment.
- e. Container maintenance shall include both physical operability (seals, drain plugs, hinges, lid seals, appearance, etc.) and sanitation. Containers placed in service at City locations must be in good leak proof condition. No rusted out or leaking containers will be allowed for placement at City locations that allow refuse to escape from the container to the physical site. The Contractor shall replace any container when such leakage is detected and reported.
- f. City shall provide accessible locations for contractor's containers and designated contact person(s) for this contract. CITY reserves the right to manage certain classes of waste separately from this agreement.
- g. Contractor shall maintain Contractors containers and remove any graffiti in accordance with City Code – City Code, Article X – Graffiti. (Refer to Exhibit 9.)
- h. All containers receiving food shall be sprayed by Contractor with Sani-Spray, or other similar spray containing disinfectant, detergent, deodorant, or equipped with an Ozonaire devise or equivalent, and sprayed insect repellent each time they are emptied. Cleaning and deodorizing of containers shall be performed by Contractor on a regular monthly basis.

4.0.17 Additional Contractor Requirements.

- a. Contractor shall provide an account representative and support staff with a local or non-toll telephone number as necessary to provide primary contact between City and Contractor and who shall be available during normal business hours to respond to City inquiries.
- b. Contractor shall maintain an emergency telephone number during all hours, and have a representative available to respond to emergency calls from City.
- c. All regularly scheduled collections must be completed on the scheduled day, unless agreed to by the City prior to the regularly scheduled service.
- d. If Contractor is not able to service a container because it is not accessible (blocked entrance to container) to the collection vehicle on the scheduled day, Contractor shall contact the City department coordinator at the location to arrange to have the obstruction cleared. Contractor shall return to service the container the same day the notification from the City department is received that the obstruction has been cleared, or by Noon the following day, unless additional time is allowed by the City at the Contractor's request

4.0.18 Transition/Implementation Plan. Proposals shall include a transition/implementation plan that shall be put in place to ensure a smooth transition in collection service from the current service provider within sixty (60) days. The plan shall include an audit of existing services which will provide details of proposed delivery and placement of collection containers. Contractor shall be required to assist with the smooth transition to service under a new contract as soon as is practical and in accordance with a Transition/Implementation Plan agreed upon by the City.

Upon award of contract the awarded contractor will be provided with contact information for City of San Antonio Department Coordinators. Department coordinators shall notify Contractor of container pulls for applicable on-call services, increases and decreases to service.

Recycling.

4.1.1 It is the intent of the City to recycle at the City facilities listed in the Attachment B1 and B2 for 20 cu. yd. or larger open top containers and compactors. It is suggested that the CONTRACTOR use EPA, the National Solid Waste Management Association, or similar industry standards for recycling at office buildings to estimate the potential for recyclables generated. The City currently has approximately 13 accounts consisting of frontload and compactor containers for recycling services.

The awarded contractor will have recycling rights to 20 cu. yd. or larger open top containers and compactors rented/utilized by the City for the duration of the contract which containers are the property of the awarded contractor. The City will have recycling rights to all other containers which are not the property of the awarded contractor.

4.1.2 Recycling Processing Site. Contractor shall notify the City of the recycling location where recyclables will be unloaded and processed. The City reserves the right to approve contractor recycling site. All recyclable materials for the Recycling Program shall be recycled and not disposed in a landfill. CONTRACTOR's failure to abide by obligations of the Recycling Program by disposing of recyclables at a landfill or co-mingling with solid waste collection shall constitute a material breach of contract. In such case, the CITY may at its discretion terminate this contract for cause upon ten (10) days' notice to CONTRACTOR, without opportunity for cure, there being no cure for lost recycling opportunities.

4.1.3 Recyclable Materials. The CONTRACTOR agrees to collect and transport recycling commodities collected at municipal commercial facilities. The CONTRACTOR shall not be authorized to delete any materials from those listed, unless directed by the Solid Waste Management Director. In the event that the CITY deletes items from the Recycling Program during the term of the contract, the CONTRACTOR shall agree to comply and provide performance accordingly.

Recyclable Materials;

- a. **Paper products:** Acceptable material consists of newsprint, ad circulars, catalogs, carbonless paper, dry goods packaging with liners removed (example: cereal, pasta, rice, beer/soda cartons) envelopes, file folders, flattened cardboard, junk mail, magazines, newspapers, office paper (shredded paper is not included), paperback books, paper bags, paper towel/toilet paper cores, phone books, non-metallic gift wrap.
- b. **Glass:** Items include bottles and jars with labels and lids. No mirrors, windows, ceramics, or other glass or glazed materials are allowed.
- c. **Cans:** Empty aluminum and steel/tin cans used for beverages and food are accepted. Empty aerosol cans shall also be accepted. No scrap metal is collected.
- d. **Rigid Plastic Containers:** Plastic products shall include household plastic containers labeled # 1-7 with recycling symbol on the bottom of container. Labels and lids may be present. No Polystyrene (Styrofoam®) packaging, including molded Styrofoam stamped PS#6.

4.1.4 The CONTRACTOR shall deliver recyclables collected to a permitted recycling processor. All recyclable material collected from twenty-yard (20 yard) or larger open top containers and compactors shall be subject to the rebate identified in the contract.

4.1.5 RESERVED

4.1.6 Biannual City Facility Recycling Report. CONTRACTOR shall complete and submit a City Facility Recycling Report form (Exhibit 7) to the CITY Finance Department on a biannual basis. Biannual reports are due the 15th of the month. The first Biannual recycling report for this contract shall be due by April 15, 2018.

1st biannual: October 1 through March 31

2nd biannual: April 1 through September 30

Recycling at City facilities shall be categorized into six (6) distinct groups:

- a. Sports and Entertainment (Alamodome)
- b. Aviation (all Aviation facilities)
- c. Convention (Convention Center)
- d. Downtown Operations (La Villita, Market Square & Parking Operations)
- e. Parks (all Parks facilities)
- f. General Office Buildings, Pre K Buildings and Community Service Centers

4.1.7 Annual Waste Characterization Study (AUDIT) – An Audit will be performed within the first sixty (60) days of the start of the contract to determine the recyclable commodities for the first six months of the contract. Thereafter, Contractor and City will conduct an annual Audit to determine the percent of recyclable commodities collected. The Audit shall be comprised of sub-audits: Alamodome, Aviation, Convention Center, Downtown Operations, Parks and Recreation, General Office Buildings, Pre K Buildings and Community Service Centers. A truck or load shall be picked from a location from each of the six groups and delivered to the contractor's designated materials recycling facility (MRF) at a mutually agreed upon time. Each load of recyclable materials from each of the locations shall be sorted by recyclable commodity and weighed to the nearest 1.0 pound. The results of the Audit shall be used to calculate the composition of loads from each of the six groups delivered to the MRF. The annual Audit shall be witnessed by a representative of the City of San Antonio Using Department and the Solid Waste Management Department and the Contractor. If any individual recyclable commodity varies more than 10% from the previous Audit, then another Audit will be conducted the following week to firmly validate any abnormal percentages. Any changes required in order to reflect the actual percentages of each recyclable commodity will be effective for the following quarter.

4.1.8 Recycling Revenue Share. Applicable to 20 cu. yd. or larger open top containers and compactors rented/utilized by the City which containers are the property of the awarded contractor. The City desires to share in the revenue that the Respondent receives from selling the recycling commodities. A monthly Average Recycling Revenue (ARR) per ton will be calculated based on the percentages from the audit (section 4.1.7) and pricing from the most recent published figures at www.recyclingmarkets.net for the Southcentral (Houston) market.

- If the ARR is below \$99.99, the City will not receive any rebate
- If the ARR is between \$100.00 and \$149.99 the City will receive 50% of the revenue above the \$100.00 threshold
- If the ARR is between \$150.0 and \$199.99 the City will receive 65% of the revenue above the \$150.00 threshold
- If the ARR is above \$200.00, the City will receive 80% of the revenues above the \$200.00 threshold

4.1.9 Reserved.

005 - ADDITIONAL REQUIREMENTS

PROPOSAL BOND.

Respondent must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of **\$38,000.00**. The Proposal Bond shall be valid for 150 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Proposal Bond will be disqualified.

For hard copy proposals, the proposal bond must accompany the proposal. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals, Section 010 – Submission of Proposal.

PERFORMANCE BOND.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the amount of the annual contract price per year. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

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:

Either:

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,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

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.

Respondent further agrees to:

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,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

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,

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,

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.

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.

006 - TERM OF CONTRACT

The term for the contract awarded in response to this RFP is two (2) years. The City shall have the option to renew under the same terms and conditions for up to two (2) additional one (1) year extensions. All renewals shall be in writing and signed by the Deputy Chief Financial Officer, or his designee, without further action by the San Antonio City Council.

A contract awarded in response to this RFP will be for an initial term of two (2) years. The performance term of this Contract shall begin on December 1, 2017. The contract will not be considered fully executed until both the selected Respondent and the CITY have signed the Integration Agreement, after approval by the San Antonio City Council, as signified by the passage of an Ordinance.

There is no guarantee to the selected Respondent that the CITY will exercise one or more options to continue this contract beyond the initial two year period. Any substantial amendment or adjustment to the Contract's original terms shall require City Council action.

It is understood and agreed by the Parties that the City does not guarantee any minimum volume of work, and that Contractor will be paid for actual work performed. Payment shall be made no more than 30 calendar days following receipt and approval of each invoice.

Pricing submitted with the Respondents proposal shall remain fixed during the initial two year term of the agreement. Adjustments to the Price Proposal may be applied during the renewal option terms as explained in Attachment B3. Modification of pricing shall be subject to a Consumer Price Index (CPI). The CPI adjustment used will be based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index-Urban Wage Earners and Clerical Workers South Urban (all items) adjustment. The CPI adjustment will be based on the month of the commencement of the contract, as provided in the enabling Ordinance.

Written Requests for Price Adjustments. Price adjustments are not automatic. Respondent must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience with no liability. City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days prior to the date the price adjustment is to take effect.

This RFP, the successful Respondent's response, and all amendments and addenda thereto, along with the enabling ordinance approving this contract, shall contain the entire agreement between the parties and shall constitute the Contract Documents when compiled under a fully executed Integration Agreement, and together supersede all previous written or verbal representations, if any, pertaining to the subject matter of this contract. The RFP controls over all proposal responses; the Integration Agreement controls the RFP; and the enabling ordinance shall govern all.

The recommended respondent(s) agree to authorize an agreement within three (3) calendar days of receipt of Letter of Recommendation for Award from the City of San Antonio. Agreement will be presented to City Council and final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Adjusted level of services. During the contract term, if the current level of City services as described in Scope of Services to be provided by Contractor is modified, the CITY reserves the right to renegotiate contract prices based on the modified level of services to be provided. Examples of modified levels of service could include increased numbers of commercial pickups, or other services the City Council may add during the contract period(s). CONTRACTOR agrees to negotiate in good faith for additional services, if any are later proposed. Renegotiated services may result in a substantial amended contract that must be approved by City Council.

City reserves the right to add, remove or delete services/containers at the same prices for comparable services/containers as may be required during the contract period.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Finance Department Purchasing Division, Large Conference Room, Riverview Towers, 111 Soledad, 11th Floor, San Antonio, Texas 78205 at **8:30 a.m. Central Time, September 16, 2016**. 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 with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

The 2nd Pre-Submittal Conference Meeting has been rescheduled and will be held at Riverview Towers, 11th floor, Hill Country Conference Room, 111 Soledad, San Antonio, Texas 78205, at 3:00PM, Central Time, on June 9, 2017.

This meeting place is accessible to disabled persons. The Riverview Towers are wheelchair accessible. The accessible entrance is located at main entrance. Accessible parking spaces are located at Rand Garage, next door to Riverview Tower. 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 response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation 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 the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

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

If submitting a hard copy proposal, submit one (1) **COMPLETE** original, signed in ink, seven (7) hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background, and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED WITH THE 7 COPIES)** and one (1) copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire COMPLETE proposal. Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

If submitting electronically through the City's portal, scan and upload **ALL** documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

TABLE OF CONTENTS

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 to include measurable performance goals for the scope performed.

GENERAL INFORMATION FORM. Use the Form found in this RFP as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Three.

*PRICE PROPOSAL. Use the Price Proposal that is found in this RFP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

*SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFP as Attachment E.

*LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign and submit LPP Identification Form found in this RFP as Attachment F.

*VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM. Complete, sign, and submit VOSB Identification Form found in this RFP as Attachment G.

CERTIFICATE OF INTERESTED PARTIES (Form 1295). Complete, sign, have notarized, and submit Form 1295, found in this RFP as Attachment H.

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.

PROPOSAL BOND. Submit proposal bond in the amount of **\$38,000.00**. For hard copy proposals, the proposal bond or proposal security must accompany the proposal. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals, Section 010 – Submission of Proposal. Failure to submit a Proposal Bond will render the proposal non-responsive and therefore disqualified from consideration.

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

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment J.

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.**

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

010 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal or in hard copy format.

Submission of Hard Copy Proposals. Respondent shall submit one **COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED WITH THE 7 COPIES)** and one copy of the COMPLETE proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Municipal Commercial Garbage Collection, Disposal and Recycling Services for the City of San Antonio**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number, and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m. Central Time, on July 26, 2017** at the address below. 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 Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City of San Antonio - Office of the City Clerk

Attn: Finance Department

RFP for "Municipal Commercial Garbage Collection, Disposal and Recycling Services for the City of San Antonio"
(RFP 16-099, 6100007926)

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

City of San Antonio - Office of the City Clerk

Attn: Finance Department
RFP for "Municipal Commercial Garbage Collection, Disposal and Recycling Services for the City of San Antonio"
(RFP 16-099, 6100007926)
100 Military Plaza
1st Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, 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, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (*) in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn.

City shall not be responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract including any renewal options.

Confidential or Proprietary Information. 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; however, 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.

Cost of Proposal. 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.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m., Central Time, June 23, 2017**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Marco Beltran, Procurement Specialist II
City of San Antonio, Finance Department – Purchasing Division
marco.beltran@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent’s duties and obligations related to that business relationship.

Questions submitted and the City’s responses will be posted with this solicitation.

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

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, David Rodriguez, may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF 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 (30 points)

B. Proposed Plan (30 points)

C. Price Proposal (25 points)

D. Local Preference (LPP) Ordinance Program (10 points)

- 10 evaluation points for local businesses **headquartered** for **one year or more** within the incorporated San Antonio city limits,

OR:

- 5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for **one year or more**, from which at least 100% of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

E. Veteran-Owned Small Business (VOSB) Preference Program (5 points)

- 5 evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

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.

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.

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.

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 by City during the negotiating process, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

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.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

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.

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. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.)

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 neither the City nor the Commission shall in any 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.

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to: Office of the City Clerk, City Hall, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

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

RFP Release Date	September 7, 2016
Pre-Submittal Conference	September 16, 2016 at 8:30 a.m. Central Time
2nd Pre-Submittal Conference	June 9, 2017 at 3:00 p.m. Central Time
Final Questions Accepted	June 23, 2017 at 2:00 p.m. Central Time
Proposal Due	July 26, 2017 at 2:00 p.m. Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.** More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the

Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6.

City – refers to the City of San Antonio, TX.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Evaluation Preference – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement,

each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

Minority/Women Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City’s 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

SBE Directory – a listing of small businesses that have been certified for participation in the City’s SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

Suspension – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-

compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

M/WBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 8. (f), this contract is also being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract or self-perform at least **eight percent (8%)** of its prime contract value to certified M/WBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA). If the Prime CONTRACTOR is a certified M/WBE firm, then the CONTRACTOR is allowed to self-perform up to the entire M/WBE subcontracting goal amount with its own forces. To the extent that the certified M/WBE Prime CONTRACTOR does not self-perform a portion of the M/WBE

subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted.

The Subcontractor/Supplier Utilization Plan which CONTRACTOR submitted to City with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

In the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain this M/WBE subcontracting goal as required in the solicitation shall render its response non-Responsive. Also, in the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the City and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law.

Subcontractor Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal of 8% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio architecture and engineering industry, as reflected in the City's Centralized Vendor Registration system for the month of August 2016, African-American owned firms represent approximately 2.83% of available subcontractors, Hispanic-American firms represent approximately 10.09%, Asian-American firms represent approximately 0.72%, Native American firms represent approximately 0.04%, and Women-owned firms represent approximately 5.62% of available architecture and engineering subcontractors.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled **"Municipal Commercial Garbage Collection, Disposal and Recycling Services for the City of San Antonio"** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, 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	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5.Environmental Impairment/Impact, sufficiently broad to cover disposal liability, either as a stand alone policy or an endorsement to the Commercial General Liability	<u>\$5,000,000 per claim/ \$5,000,000 General Aggregate, or its equivalent in Umbrella or Excess liability coverage</u>

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

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

Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

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

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

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

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

RFP EXHIBIT 6

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Effective January 1, 2016, the City of San Antonio must comply with Texas Government Code, Chapter 2252, Subchapter Z, Section 2252.908 (the Code). The Code states that the City cannot enter into a contract with a business entity unless the contractor has submitted a Certificate of Interested Parties (Form 1295) to the Texas Ethics Commission (TEC). The requirement applies to **ALL** contracts that:

- cost over \$50,000
- and require City Council approval, and
- to any contract renewals, extensions, or amendments that must be approved by City Council.

Form 1295 must be completed on-line by the business entity. For more information on the program, refer to the CERTIFICATE OF INTERESTED PARTIES (Form 1295) as an attachment to this solicitation.

After completing the form online, the business entity will print the form, sign it in front of a notary, and submit the paper form to the City with your proposal.

RFP EXHIBIT 7

City of San Antonio Biannual City Facility Recycling Report, Rev. 1, 7/13/17

Company: _____ Biannual*: _____ Year: _____

City Facility Category**: _____

1. Number of Locations Served: _____

2. RECYCLING COLLECTION

Commodity	Tons	Price/Tons	Total Amount
Aluminum Cans			
Glass			
Mixed Paper			
Newspaper			
Office Paper			
Old Corrugated Cardboard			
Steel/Tin Cans			
Plastic			

3. Total Recycling Revenue \$ _____

4. **Total Waste Stream** (Tons per Biannual) _____

5. **Total Waste Recycled** (Tons per Biannual) _____

6. Percentage of Waste Diverted from disposal _____%

* 1st biannual: October 1 through March 31
2nd biannual: April 1 through September 30

**Recycling at City facilities shall be categorized into six (6) distinct groups:

- Sports and Entertainment (Alamodome)
- Aviation (all Aviation facilities)
- Convention (Convention Center)
- Downtown Operations (La Villita, Market Square & Parking Operations)
- Parks (all Parks facilities)
- General Office Buildings, Pre K Buildings and Community Service Centers

RFP EXHIBIT 8

Regulatory Compliance and Criminal History Warranty

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by CONTRACTOR to CITY

- (a) **Compliance Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [Contractor] must demonstrate to the CITY's satisfaction that bidder [Contractor] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. **By submission of a bid or proposal in response to this solicitation, bidder [Contractor] Warrants to the CITY that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the CONTRACTOR.** Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter which may reflect upon the CONTRACTOR's competency and integrity. The City relies upon CONTRACTOR's Warranty and shall treat the CONTRACTOR as having a special fiduciary duty to the CITY in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. CONTRACTOR acknowledges such fiduciary duty to the CITY, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. CONTRACTOR warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against CONTRACTOR or those persons (employees/affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is pending against CONTRACTOR or those persons, regardless of category or class of violation or potential violation. If any such matters are pending, CONTRACTOR must reveal and explain those matters in writing at the time his/her/its bid [proposal] is tendered to the City. If any such matters have been resolved, during the last five (5) years, CONTRACTOR must similarly reveal and explain same to the CITY with the bid [proposal] submission. The CITY retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning CONTRACTOR, its operations, or employees / agents / representatives may impact the responsible status of CONTRACTOR, i.e., render the CONTRACTOR unqualified, or detract from CONTRACTOR's competency standing. In reliance on CONTRACTOR's Warranty, the CITY reserves to itself the right to terminate the Contract, without further obligation upon the CITY and without further recourse or remedy for the CONTRACTOR except that the CITY shall duly pay CONTRACTOR for work or services performed to date of termination, should the CITY determine, following award of the Contract that CONTRACTOR failed to reveal and explain to the CITY's satisfaction any such matters having regulatory or criminal import or implications.
- (b) **Criminal Histories. Pending and Resolved; Termination.** **CONTRACTOR must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to CONTRACTOR's person, and to all persons working for CONTRACTOR in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with CONTRACTOR's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, CONTRACTOR must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [Proponent's] response to the CITY's solicitation, shall be grounds for the CITY's termination of the Contract, should such information come to the CITY's attention after award of the contract; in which case, CONTRACTOR shall be without recourse and remedy, except for the CITY's payment to CONTRACTOR for services or work performed up to date of termination.**
- (c) **Voidable Contract:** CONTRACTOR's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the CITY's discretion, with no compensation due CONTRACTOR, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the CITY's judgment, as to place the CITY in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid CONTRACTOR, in the event of a voided contract, shall be recoverable by the CITY, in addition to and cumulative of any other legal or equitable remedies the CITY may have. CONTRACTOR understands the CITY shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from CONTRACTOR to CITY and due to the CITY's reliance on the CONTRACTOR's Warranty of Regulatory Compliance and clean Criminal History.

RFP EXHIBIT 9

ARTICLE X. – GRAFFITI

San Antonio, Texas, Code of Ordinances

PART II - CODE

Chapter 21 - OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE X. – GRAFFITI

<http://library.municode.com/index.aspx?clientId=11508>

Sec. 21-280. - Definitions.

Sec. 21-281. - Causing graffiti on property unlawful.

Sec. 21-282. - Possession of graffiti implements unlawful.

Sec. 21-283. - Graffiti declared a nuisance.

Sec. 21-284. - Owner responsibility and graffiti removal.

Sec. 21-285. - Notice to abate graffiti.

Sec. 21-286. - Hearing.

Sec. 21-287. - Paint provided.

Sec. 21-288. - Hardships.

Sec. 21-289. - Abatement by city; payment of costs by owner; imposition of lien.

• Sec. 21-280. - Definitions.

For the purposes of this article, the following definitions shall apply:

Director shall mean the director of the department designated by the city manager to enforce and administer this article or the director's authorized representative.

Felt tip marker shall mean an indelible marker or similar implement with any size tip.

Graffiti shall mean any unauthorized inscription, word, letter, figure, symbol or design visible from a public place, public right-of-way or another person's property that is marked, etched, scratched, drawn, painted or made in any manner on any surface of tangible property regardless of its content or nature and regardless of the nature of the material of the structural component or property. It shall be a rebuttable presumption that the inscription, word, letter, figure, symbol or design was unauthorized if:

(a)

The graffiti is inconsistent with the design and use of the subject property;

(b)

There is no specific written authorization by the owner on file with the department for the graffiti; or

(c)

The person causing the graffiti was unknown to the owner.

Graffiti implement shall mean any aerosol paint container, any type of felt tip marker, paint stick, etching tool, or adhesive materials to include stickers or items capable of scarring or otherwise defacing glass, metal, concrete or wood.

Guardian shall mean any person to whom custody of a minor has been given by a court order.

Paint stick or *graffiti stick* shall mean any device containing a solid form of paint, chalk, wax epoxy, or other similar substances capable of being applied to a surface by pressure, and upon application, leaving a visible mark.

Parent shall mean a person who is the natural or adoptive parent of a person. As used herein, "parent" shall also include a court appointed guardian or other person eighteen (18) years of age or older, authorized by the parent, by a court order, or by the court appointed guardian to have the care and custody of a person.

Property owner shall include, but not be limited to, any equitable owner, any person having a possessory right to the land or building or the person occupying it, any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety, or any person, individual, corporation, association or partnership in apparent or actual control of the property or any agent or employee of any of the foregoing.

Sticker shall mean any item that is attached with adhesive material capable of scarring or otherwise defacing glass, metal, concrete or wood.

Unauthorized shall mean without the specific written consent of the owner on file with the department or without authority of law, regulation or ordinance.

Written authorization shall mean the written consent of the property owner to allow graffiti on his property. Said written consent shall be on a form proscribed by the department and filed with the department prior to the placement of any authorized graffiti.

(Ord. No. 2007-05-03-0480, § 2, 5-3-07; Ord. No. 2010-06-24-0617, § 1, 6-24-10; Ord. No. 2013-08-29-0568, § 1, 8-29-13)

• **Sec. 21-281. - Causing graffiti on property unlawful.**

It is a violation of the Texas Penal Code and shall be unlawful for any person to knowingly place or cause to be placed any graffiti upon any surface of public or private buildings, structures or other facilities or upon any natural features of public or private property. Penalty is as provided in the Penal Code § 28.08.

(Ord. No. 2007-05-03-0480, § 2, 5-3-07)

• **Sec. 21-282. - Possession of graffiti implements unlawful.**

(a)

It shall be unlawful for any person to have in his or her possession any graffiti implement in any public park, public or private school ground, public library, public playground, public swimming pool, public recreational facility, any public right-of-way, or any other public grounds or public buildings in the city when any of the above premises are closed to the public.

(b)

It shall be unlawful for any person to have in his or her possession, for the purpose of defacing property, any graffiti implement while on private property not open to the public. The graffiti implement shall be presumed to be for the purpose of defacing property if it is in the holder's possession while the holder is on private property closed to the public.

(c)

It shall be an offense for the parent or legal guardian of a child under seventeen (17) years of age to intentionally, knowingly, recklessly, or with criminal negligence allow the child to violate the provisions of this article.

(d)

It shall be an affirmative defense to prosecution if the person uses the graffiti implement in their employment or in connection with a school, civic or religious activity or has written permission from the director or owner of the premises to engage in an authorized activity utilizing the implements.

(e)

Violation of any provisions of this section shall be a misdemeanor offense and shall be punishable by a mandatory fine of not less than two hundred dollars (\$200.00) nor more than five hundred dollars (\$500.00) for the first offense and a mandatory fine of not less than four hundred dollars (\$400.00) nor more than five hundred dollars (\$500.00) for second and subsequent offenses. The court shall have the discretion to provide other means of punishment which may include community service and/or restitution.

(Ord. No. 2007-05-03-0480, § 2, 5-3-07; Ord. No. 2013-08-29-0568, § 1, 8-29-13)

• **Sec. 21-283. - Graffiti declared a nuisance.**

Any graffiti is hereby declared to be a public nuisance as it:

(1)

Tends to reduce the value of private property;

(2)

Invites vandalism, additional graffiti, and other criminal activities;

(3)

Produces urban blight; and

(4)

Is detrimental to the safety and welfare of the public.

(Ord. No. 2007-05-03-0480, § 2, 5-3-07)

• **Sec. 21-284. - Owner responsibility and graffiti removal.**

(a)

It shall be unlawful for any property owner to fail to abate or cause the abatement of graffiti from his or her property after receiving notice of the nuisance and being given an opportunity to effect the abatement within the time allowed by this article unless otherwise exempted.

(b)

This section shall not apply:

(1)

To property that is residential owner-occupied or is a commercial property occupied by an ongoing business;

(2)

To graffiti located on transportation infrastructure; or

(3)

In cases in which the removal of the graffiti would create a hazard for the person performing the removal.

(c)

Prior to any enforcement efforts by the city, the director shall inform the property owner that the city will remove the graffiti from the owner's property free of charge if the owner provides written consent for the removal and releases the city, its contractors, and/or volunteer personnel from liability in the performance of the graffiti abatement by completing a permission and waiver form.

(d)

If the city informs the property owner of the removal free of charge in accordance with subsection (d) and the United States Postal Service returns the notice as "refused" or "unclaimed," or the property owner fails to respond to the city's request for written permission to remove the graffiti within ten (10) days of the date such request is mailed, the property owner will be deemed to have refused the offer.

(Ord. No. 2007-05-03-0480, § 2, 5-3-07; Ord. No. 2010-06-24-0617, § 1, 6-24-10)

Editor's note— Ord. No. 2010-06-24-0617, [§ 1](#), adopted June 24, 2010, changed the title of [section 21-284](#) from "Failure to remove graffiti" to "Owner responsibility and graffiti removal." The historical notation has been preserved for reference purposes.

• **Sec. 21-285. - Notice to abate graffiti.**

(a)

If the property owner refuses the offer of removal free of charge, the director shall serve written notice to abate the graffiti from the property within fifteen (15) days after the date the notice is received.

(b)

Notice under this article shall be given:

(1)

Personally in writing;

(2)

By letter sent by certified mail, addressed to the property owner at the property owner's address as contained in the records of the Bexar County Appraisal District; or

(3)

If service cannot be obtained under subsections (1) or (2):

a.

By publication at least once in a newspaper of general circulation;

b.

By posting the notice on or near the front door of each building on the property to which the notice relates;
or

c.

By posting the notice on a placard attached to a stake driven into the ground on the property to which the notice relates.

(c)

If the director mails a notice to a property owner in accordance with this section and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

(d)

Notice under this article shall contain:

(1)

An identification, which is not required to be a legal description, of the property;

(2)

A description of the location of the graffiti on the property;

(3)

The time period in which the owner must abate the nuisance;

(4)

A statement that the owner must abate the graffiti nuisance within such time period;

(5)

A statement that the owner may request a hearing within fifteen (15) days;

(6)

A statement that should the owner fail to abate the situation within the stated time period, the city may cause the correction and abatement work to be done on it's own and shall charge the owner for the expenses involved, and upon failure of the owner to pay the city for such expense, fix a lien on the lot or parcel for the expense involved;

(7)

A statement that if the owner demonstrates a hardship as defined in [section 21-288](#), the director shall cause the graffiti to be abated without cost to the owner, and no lien shall be placed on the property.

(e)

Notice under this article shall be deemed to have been received:

(1)

For personal service, as of the date the notice was given personally to the owner;

(2)

For mailed notice, the date the notice is received; or

(3)

For notice by posting, fifteen (15) days after notice was posted on the property or structure.

(Ord. No. 2007-05-03-0480, § 2, 5-3-07; Ord. No. 2010-06-24-0617, § 1, 6-24-10)

• **Sec. 21-286. - Hearing.**

The owner of a lot or parcel subject to abatement under this article may request a hearing by notifying the director within fifteen (15) days following the date the city serves the required notice. The hearing shall be conducted by a hearing official designated by the city manager for the purpose of determining whether the conditions constitute a public nuisance under the provisions of this article. Unless notice is waived by the owner, the owner shall be provided written notice of the time and place of the hearing at least ten (10) days prior thereto. At the hearing, the owner and the director may present any evidence relevant to the proceedings. If the hearing official finds that conditions constituting a nuisance hereunder exist, the hearing official shall issue an order so stating.

(Ord. No. 2007-05-03-0480, § 2, 5-3-07; Ord. No. 2010-06-24-0617, § 1, 6-24-10)

• **Sec. 21-287. - Paint provided.**

An owner who demonstrates to the director that his structure has been subjected to graffiti may be provided sufficient paint materials, if available, to cover the graffiti on the structure on the property. The materials will typically be from donated sources or bulk purchases and the paint may not match the existing background surface color. The owner shall have ten (10) business days following receipt of the paint materials to abate the graffiti.

(Ord. No. 2007-05-03-0480, § 2, 5-3-07)

• **Sec. 21-288. - Hardships.**

(a)

Each notice given under [section 21-285](#) shall advise of the availability of the relief under this section. Applications for relief under this section shall be submitted to the director in such form and with such proofs of ownership, repeat occurrences and related factors as may be required to determine whether the applicant is entitled to assistance within ten (10) days following the date the city mails, posts or delivers the notices under [section 21-285](#).

(b)

The director may cause the graffiti to be abated without cost to the owner if an owner demonstrates that the property for which notice of graffiti has been issued has been the subject of at least two (2) prior graffiti incidents (evidenced by either notices provided pursuant to this article or bona fide police reports) during the preceding one hundred eighty (180) days, that the owner complied with the requirements of this article by abating the prior graffiti within ten (10) business days of the date of the applicable notice or police report and that the city has abated the property no more than twice in a calendar year.

(Ord. No. 2007-05-03-0480, § 2, 5-3-07)

• **Sec. 21-289. - Abatement by city; payment of costs by owner; imposition of lien.**

(a)

If an owner fails to abate a graffiti nuisance during the time allowed for abatement and/or fails to respond to the notice of the nuisance, the director may order abatement of the nuisance to be done at the owner's expense. This remedy shall be in addition to any other remedy available to the city.

(b)

Persons authorized by the director to abate the nuisance may enter private property to examine a public nuisance, to obtain information to identify the nuisance, and to remove or direct the removal of the nuisance.

(c)

Whenever the city shall abate a graffiti nuisance as provided by this article, the director shall have the option of selecting a private contractor to abate the nuisance.

(d)

The city shall assess to the owner a charge for all work done to abate the graffiti nuisance, including an administrative expense of one hundred eighty dollars (\$180.00), and cause the expense thereof to be assessed on the property upon which such expense is incurred. All revenue collected shall be deposited in a separate account in the city dedicated to graffiti abatement.

(e)

A statement of the costs incurred by the city to abate the nuisance shall be mailed to the owner, if the owner and mailing address is known, and, if not known, may be published in a newspaper of general circulation in the city. The statement shall demand payment within thirty (30) days from the date of receipt or publication.

(f)

If such statement has not been paid within such period, the city manager or other official designated by the city manager may file a statement of expenses incurred with the county clerk stating the owner's name, if known, and the legal description of the lot or parcel. The statement of expenses or a certified copy of the statement shall be prima facie proof of the expenses incurred. Such statement shall be and the city shall have a privileged lien for expenditures made and interest accruing at the rate of ten (10) percent on the amount due from the date incurred by the city. Such liens shall be inferior only to tax liens and liens for street improvements. The city may foreclose such liens in a proceeding brought in accordance with applicable law. The remedy allowed in this subsection shall not be the city's sole remedy.

(Ord. No. 2007-05-03-0480, § 2, 5-3-07; Ord. No. 2009-09-17-0731G, § 4, 9-17-09)

RFP Exhibit 10

Glossary

Aluminum shall mean beverage, food and nonfood cans made of aluminum material (U.S. EPA 1995a)

Contractor: The person, corporation, partnership, or legal entity performing municipal solid waste collection and disposal service and the recycling/marketing program under this proposal and the resulting contract.

Disposal Site and Contractual Tonnage Commitments: The disposal site must be a legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste and dead animals. Committed proposal prices are to include the disposal cost utilizing a legally permitted disposal facility. Under this contract, waste delivered to CONTRACTOR's landfill or any legally permissible landfill approved by the City shall be credited toward the CITY's guaranteed tonnage requirement under respective current landfill disposal contracts, if any such contract is already held by the successful Proponent.

Glass shall mean glass jars, bottles and containers

High density polyethylene (HDPE) shall mean translucent plastic containers labeled with the #2 code. (U.S. EPA 1995c)

Low Density Polyethylene (LDP) shall mean plastic film applications used for dry cleaning bags, bread and frozen food bags, and squeezable bottlers, such as honey and mustard, with the #4 code. (U.S. EPA 1995c)

Mixed Paper shall mean recovered paper that is not sorted into specific categories including junk mail, magazines, OCC, folding boxes (cereal box), aseptic packaging, telephone books, wrapping paper and other paperboard products. (U.S. EPA 1993a)

Office paper shall mean high-grade paper from offices such as computer paper, sorted white ledger, copier paper and office stationary.

Old Corrugated Containers (OCC) 11 shall mean corrugated containers having liners of test liner, jute or kraft. (Paper Stock Industries Chapter Standards and Practices Circular)

Old Newspaper (ONP) De-ink Quality (8) shall mean fresh newspaper, free from magazines, white blank, pressroom over issue, and paper other news, containing not more than normal percentage of rotogravure and colored sections. May contain magazines. (Paper Stock Industries Chapter Standards and Practices Circular)

Paper shall mean paper products such as old newspaper, old magazines, office paper, telephone directories, old corrugated containers, bags and some paperboard packaging (Paper Stock Industries Chapter Standards and Practices Circular)

Plastics shall mean plastic bottles, containers and packages made from various resins including PETE, HDPE, PVC, LDPE, PP PS and other plastics, codes #1 through #7. Plastics will exclude construction and automobile products. Containers sizes shall be two gallons or smaller. (U.S. EPA 1995c)

Polyethylene terephthalate (PETE) shall mean clear plastic containers labeled with the #1 code. PETE containers are used for soft drinks, water, sports drinks, mouthwash and salad dressing. (U.S. EPA 1995c)

Polypropylene (PP) shall mean packaging, film and containers with the #5 code. PP containers include catsup, yogurt, magazine, and medicine. (U.S. EPA 1995c)

Polystyrene (PS) shall mean clear, hard and brittle plastics with the #6 code and is usually used for plastic cutlery and food containers. U.S. EPA 1995c)

Polyvinyl Chlorine (PVC) shall mean vinyl products with the #3 code and its application can be for pipe fittings, floor tiles, food and non-food packaging. U.S. EPA 1995c)

Recycling shall mean a process by which materials are collected, sorted, processed, or prepared into marketable commodities for manufacturing into new products.

Recycling Processing Facility shall mean a facility where recyclable material are sorted and processed or prepared for bulk shipment to a manufacturer for use as a raw material.

Residuals shall mean non-recyclable waste.

Single-Stream Recycling Collection shall mean municipal commercial collection of recycling commodities, whereas materials are collected, and combined together/commingled for transportation to recycling processor.

Texas Commission on Environmental Quality (TCEQ) refers to the environmental regulatory agency for the State of Texas.

Tin/steel cans shall mean tin-coated steel containers, such as cans for food packaging. U.S. EPA 1993a). Containers include food cans, beverage cans, aerosol cans and lids from bottles and jars.

Ton shall mean 2,000 pounds unless otherwise specified.

Unacceptable Wastes for Garbage shall be defined as waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment and facilities, or present a danger to the health or safety or public or Contractor's employees, including, but not limited to, hazardous waste, special waste, untreated medical waste, soil, dirt, rock, sand, and similar items.

- i. **Commercial refuse** shall include any solid wastes generated as a by-product of any commercial operation but shall not include swills, slops, toxic or corrosive materials, manure, or any other material found harmful to personnel or equipment as determined by the director or his designee. Commercial refuse shall also include MSW that was not generated at the city customers CPS account address and non-residential MSW (MSW that is generated from a business) that may be collected from businesses such as law offices, community centers and pools.
- ii. **Municipal solid waste (MSW)** shall mean solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, and all other solid waste other than industrial or hazardous solid waste.

Unacceptable Wastes for Recycling is any item that is not acceptable for recycling as defined in RFP.

RFP Exhibit 11

Draft Agreement – to be posted as a separate document.

The recommended respondent(s) agree to authorize an agreement within three (3) calendar days of receipt of Letter of Recommendation for Award from the City of San Antonio. Agreement will be presented to City Council and final approval of a selected Respondent(s) is subject to the action of the City of San Antonio City Council.

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in 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: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

- 8. Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?
Yes ____ No ____ If "Yes," state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

- 9. Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
Yes ____ No ____ If "Yes," state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

- 10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?
Yes ____ No ____ If "Yes," state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

- a. Has the Respondent ever failed to complete any contract awarded?
Yes ____ No ____ If "Yes," state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
Yes ____ No ____ If "Yes," state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?
Yes ____ No ____ If "Yes," state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. List Respondent's specific experience relevant to the scope of services volume and size as requested by this RFP for at least three (3) clients, preferably public sector clients; local or State governments and large municipalities. This list will include the following information:
 - Name of Client;
 - Name, email address and telephone number of a management contact;
 - Description of services provided, to include tonnage for garbage disposal and recycling collection
2. If Respondent has provided services for the City in the past, identify the name of the project and/or contract as well as the department for which Respondent provided those services. This list will include the following information:
 - Name of Client;
 - Name, email address and telephone number of a management contact;
 - Description of services provided, to include tonnage for garbage disposal and recycling collection
3. Describe the organizational and managerial structure that will be utilized to provide the services. Include a flow chart identifying key individuals and the responsibilities, which will be assigned to each person. Provide who will be responsible for overseeing compliance with the contract. List other resources, including total number of employees, offices, etc.
4. If Contractor is bidding as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venture, and/or sub-contractors have worked together in the past.
 - a. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever been terminated from a contract prior to project completion within the past ten (10) years. If yes, provide the firm name and a brief explanation.
 - b. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever failed to receive a contract extension or award for eligible phase work within the past ten (10) years. If yes, provide the firm name and a brief explanation.
5. List the number and professional qualifications (to include Municipal Solid Waste licenses, permits, other pertinent certifications and associations) of staff to be assigned to this contract. Provide a copy of the certifications and permits required for Contractor to perform the scope of services. **Also refer to and provide licenses and certifications for 004 - Sections 4.0.3, 4.0.10 and 4.0.11.**
6. List the relevant experience on projects and/or accounts of similar size and scope for the key personnel to be assigned to this contract. Include resumes of key personnel. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
7. Identify the landfill(s), recycling centers and other service providers to be used for this contract, describe their values relevant to this RFP and the proposed services.
8. A summary of all notices of violation, notices of noncompliance, citations, warnings or other enforcement actions for the Contractor's Facilities within the last five (5) years, which are proposed for use for this contract. The summary must designate the facility, the issuing authority, the alleged violation, the date of the alleged violation, site of the alleged violation, a summary of the corrective or remedial action undertaken by the Contractor and the current status of the notice or citation.

9. Describe in detail how your firm meets the minimum qualifications; The Contractor must have provided similar services at like-type facilities (commercial, municipal facilities) for a period of not less than five (5) years, immediately preceding the proposal due date.
10. Provide any additional relevant experience or qualifications of Respondent as it relates to the scope of services contemplated by this RFP that you would like the City to consider in its selection.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items:

1. Operational Plan for all solid waste collection services for garbage and recycling. The Respondent should describe how each service would be accomplished and performed by providing the following information for current accounts as shown on **Attachment B1 and B2.**

Describe Methodology for Garbage Collection and Recycling Services for respective **current City accounts listed on Attachment B1 and B2** to include the following;

- a. Proposed collection method for both garbage collection and recycling collection
 - b. Service Delivery - Route description including proposed days and time of service
 - c. Biannual Reporting of garbage collected and reporting of recyclables collected to include tonnage amount and type of recyclables collected and processed. Provide a sample of report.
 - d. Provide detailed procedure to insure that City recycle material is not contaminated or co-mingled with garbage or recyclables from other City or Non-City accounts.
 - e. List collection equipment capacity and containers to be dedicated to each location
 - f. Number of crews dedicated to the servicing the current accounts
2. Anticipated future recycling – additional locations for recycling may be added during the term of the contract for 20 cu. yd. or larger open top containers and compactors. Provide in detail how your company will address these new locations;
 - a. Describe the Contractor's proposed plan to address requests for new account services, to include audit of materials, container placement, etc.
 - b. Describe processing plan and procedures from route pickup to completion of processing at Contractors processing facilities(s).
 - c. Provide detailed procedure to insure that City recycle material is not contaminated or co-mingled with garbage or recyclables from other City or Non-City accounts.
 3. Sanitation – Describe sanitation plan for cleaning and deodorizing containers at City facilities. Detail regularly scheduled cleaning plan, and schedule and any additional steps provided for containers that contain discarded food items.
 4. Graffiti – Describe how contractor will maintain containers appearance in compliance with City Code, Article X – Graffiti. (Refer to RFP Exhibit 9)
 5. Replacement of containers – Describe plan for container/equipment replacement in the event a container needs repair or is otherwise unable to service the City. Detail timeframe for replacement of container and how uninterrupted service will continue for the City location. Provide plan for permanent exchange of containers/equipment that require repair more than three (3) times in one (1) quarter for the same incident or malfunction.
 6. Missed Collections – Describe Contractors plan of how any missed collections will be resolved and the timeframe in which a missed collection will be corrected and completed without interruption to the City location.
 7. Implementation Plan and Transition Timeline – Provide implementation plan and transition timeline to set up and establish services at current locations **on Attachment B1 and B2** from the current contractor(s) in sixty (60) days. Plan must be established to not interrupt the needs and services provided to current City accounts.
 8. Subcontractor Management Plan - Describe in detail plan for utilizing and managing subcontractor(s) to include:
 - a. Identifying, selecting, managing and assisting subcontractors regarding projects.
 - b. Contingency plan for unsatisfactory Services provided by a subcontractor.
 9. Safety Plan: Describe in detail Contractor's plan for safety and risk management controls, policies and procedures.

10. Communication: Describe Respondent communication plan with Managers, Supervisors and Contractor staff. Describe devices to be utilized for quick communication access.
11. Describe Respondent's Customer Services Procedures for Commercial Garbage Collection and Recycling Collections to include the following:
- a. Hours of operation
 - b. Outline procedure for recording, assigning, and tracking service requests during and after regular business hours
 - c. Outline plan for problem resolution with customer issues and invoice issues.
 - d. Identify Emergency contacts and provide telephone numbers for contact on 24/7 (seven days per week, 24-hours per day) basis.
 - e. Provide Account Representative Contact information that City Department Representatives may contact for immediate response and resolution to any issue.
 - f. Recycling Coordinator – Provide Account Representative Contact information that the City Department Account Representatives may contact for immediate response and resolution to any issues.
12. Staffing Plan: Describe in detail Contractor's human resources plan and operations including job descriptions, personnel policies, qualifications, hiring, termination, management, scheduling, training, licensing/certification, criminal activity including theft and drug use, disciplinary action, and personal identification and uniforms.
13. Describe Contractors vehicle and equipment maintenance programs to include frequency of maintenance, maintenance procedures, etc.)
14. Contractor shall furnish the City with a list of all equipment to be used in fulfillment of this contract and immediately notify the City when any additions or deletions take place. At a minimum, this list shall give the make; model, company I.D. number, and City's permit number for each vehicle.

RFP ATTACHMENT B1 and B2

PRICE PROPOSAL

To be posted as separate document

RFP ATTACHMENT B3

CONSUMER PRICE INDEX (CPI)

Prices submitted with proposal will remain fixed for the initial two year term of the agreement. Price adjustments during the optional renewal terms will be based on the Consumer Price Index (CPI) as explained below.

Consumer Price Index (CPI).

Price Adjustments. The prices shown on the Price Schedule may be increased or decreased as follows, using the Consumer Price Index published by the Bureau of Labor Statistics ("BLS") of the United States Department of Labor.

The Base Price that is subject to price adjustment is the selling price shown on the original Price Schedule submitted by Respondent with its original bid.

The Consumer Price Index ("CPI") series that will be used to escalate the base payment is the Consumer Price Index for US Department of Labor, Bureau of Labor Statistics, Consumer Price Index-Urban Wage Earners and Clerical Workers South Urban (all items).

Base Period for Price Adjustment. The reference period from which changes in the CPI shall be measured is the effective date of the month and year at the start of the second year of the effective date of the contract, October 1, 2013.

Date for Price Adjustment. Prices shall be adjusted for the optional renewal terms. (the "Price Adjustment Date").

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the Price Adjustment Date) by the index value for the Base Period. The resulting number is the percentage change in the index value between the current period and the Base Period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals percentage change in index value	1.050

Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

The same procedure shall be followed for each price adjustment authorized herein, using the current CPI for the new Price Adjustment Date and the CPI for the Base Period

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the CPI data published as of the Price Adjustment Date, without regard to later revisions.

If this index is discontinued, the Parties shall use the most nearly comparable statistics published by the BLS, or, if the BLS ceases to publish such statistics, those published by a recognized financial authority, as determined solely by City.

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 5% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 5% of the original base price.

Written Requests for Price Adjustments. Price adjustments are not automatic. Respondent must submit a written request for a price adjustment to the Solid Waste Management Department. Requests must be received by the Solid

Waste Management Department at least 60 days prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience with no liability. City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days prior to the date the price adjustment is to take effect.

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form are listed below:

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

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ____ No ____

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 ____

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

Yes ____ No ____

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

RFP ATTACHMENT E

SBEDA FORM(S)

Posted as separate documents.

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as separate documents.

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as separate documents.

RFP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary,” for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

RFP ATTACHMENT I

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit 11, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

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 should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____ Title: _____

RFP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Price Proposal RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
+Local Preference Program Identification Form RFP Attachment F	
+Veteran-Owned Small Business Identification Form RFP Attachment G	
++Certificate of Interested Parties (Form 1295) RFQ Attachment H	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
+Proposal Bond	
+Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
One COMPLETE (1) Original, seven (7) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED) and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	

+Documents marked with an "+" on this checklist require a signature.

++Certificate of Interested Parties (Form 1295) requires notarization.

Be sure all forms that require a signature and/or to be notarized are done so prior to submittal of proposal.