

AN ORDINANCE 2018-11-29-0952

APPROVING A REVENUE AGREEMENT WITH STS ELECTRONIC RECYCLING, INC. TO PROCESS FINAL DISPOSITION OF RETIRED APPLE DEVICES ON AN AS NEEDED BASIS FOR A TERM OF ONE YEAR WITH THREE ONE-YEAR RENEWAL OPTIONS AND AN ANTICIPATED REVENUE OF \$235,125.00 FOR FY 2019.

* * * * *

WHEREAS, the City issued a Request for Proposals ("RFP") for the "Sale of Surplus Electronic Assets" on January 19, 2018, with a submission deadline of February 19, 2018; and

WHEREAS, the goal of the solicitation was to execute the final disposition of retired, City-owned Apple devices under the Computer Life Cycle Replacement Program which would result in the City regaining storage space while generating revenue; and

WHEREAS, four proposals were received in response to the RFP and were evaluated on March 22, 2018 by a team comprised of representatives from the Information & Technology Services Department; and

WHEREAS, STS Electronic Recycling received the highest ranking and is recommended by the evaluation committee for award of a one year contract with three one-year renewal options that is estimated to generate \$235,125.00 annually with the City earning approximately \$63.00 for desktop computers and \$115.00 for laptop computers; **NOW THEREFORE:**

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

SECTION 1. The terms and condition of a revenue agreement with STS Electronic Recycling are hereby approved. The City Manager or her designee, or the Director of Finance or his designee, is hereby authorized to enter and execute said agreement, under terms and conditions substantially in accordance with those set forth in **Attachment I** to this Ordinance.

SECTION 2. Funds generated by this ordinance will be deposited as per the table below:

Amount	General Ledger	Fund	Internal Order
\$195,915.00	6301130	11001000	Various
\$15,545.00	6301130	74001000	209000000012
\$3,545.00	6301130	55001000	255000000019
\$2,495.00	6301130	29097000	229000000027
\$17,625.00	6301130	All Other funds	Various
Total \$235,125.00			

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the

**INTEGRATION AGREEMENT FOR
THE CITY OF SAN ANTONIO
SALE OF SURPLUS ELECTRONIC ASSETS**

**REQUEST FOR PROPOSAL
NO. 18-030**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS
AND
STS ELECTRONIC RECYCLING, INC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (the "City"), and STS Electronic Recycling, Inc. ("STS"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement, including all exhibits identified herein and amendments issued by the City;
- b. City's Request for Proposal (RFP) 18-030, including all attachments, exhibits, addendums, best and final offers, and clarification statements thereto (Exhibit A);
- c. STS Response to RFP 18-030 (Exhibit B-, incorporated in the form signed and submitted by STS).

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	Statutory
2. Employers' Liability	\$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 Bodily Injury and Property Damage 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 Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Environmental impairment/pollution liability coverage (either as a stand-alone policy or as an endorsement to the CGL policy)	\$1,000,000 per occurrence

STS agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of STS herein, and provide a certificate of insurance and endorsement that names the STS and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of STS. STS 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.

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. STS shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within ten (10) calendar days. STS shall pay any costs incurred resulting from provision of said documents.

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

STS 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.

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

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

It is agreed that STS'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.

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.

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

5.0 INDEMNIFICATION

STS 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 STS'S activities under this Agreement, including any acts or omissions of STS, any agent, officer, director, representative, employee, consultant or subcontractor of STS, 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 STS 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. STS shall advise the CITY in writing within twenty-four (24) hours of any claim or demand against the CITY or STS known to STS related to or arising out of STS's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at STS's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving STS of any of its obligations under this paragraph.

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

6.0 LAW APPLICABLE

- 6.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 6.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

7.0 TERMINATION

- 7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.
- 7.2 Termination by City may be effected by Director, without further action by the San Antonio City Council.
- 7.3 Termination-Breach. Should STS fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this Agreement, City shall have the right to immediately terminate this Agreement in whole or in part. Notice of termination shall be provided in writing to STS, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for STS to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to STS specifying the matters in default and the cure period. If STS fails to cure the default within the cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part. Such termination shall not relieve STS of any liability to the City for damages sustained by virtue of any breach by STS.
- 7.4 Termination-Notice. City may terminate this Agreement, in whole or in part, without cause. City shall be required to give STS notice ten (10) calendar days prior to the date of termination of the contract without cause.

- 7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 7.6 Transfer of Information. Regardless of how this Agreement is terminated, STS shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by STS, or provided to STS, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by STS. Payment of compensation due or to become due to STS is conditioned upon delivery of all such documents, if requested.
- 7.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue STS for any default hereunder or other action.
- 7.8 Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. STS hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on STS's certification. If found to be false, or if STS is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

8.0 NOTICE

Any notice required or permitted to be given hereunder shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the Party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such Party at the address hereinafter specified; or (c) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such Party at the address hereinafter specified. Any notice mailed in the above manner shall be effective two (2) business days following its deposit into the custody of the United States Postal Service or one (1) business day following its deposit into the custody of such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. From time to time, STS may designate another address for all purposes under this Agreement by giving City no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof. City shall provide notice to the following address:

STS Electronic Recycling, Inc.
522 County Road 1520
Jacksonville, TX 75766

9.0 AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and STS. The Director of City's Information Technology Department ("Director") shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and

contingent upon appropriation of funds for any increase in expenditures by the City. Further, the Director shall have authority to include additional desktop and laptop computer makes and models in this Agreement for a price mutually agreed to by both Parties.

10.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

STS ELECTRONIC RECYCLING, INC.

Troy Elliott, CPA
Deputy Chief Financial Officer
Date: _____

Josh HUBBARD 

Print Name:
Title: Sales Manager
Date: 10/26/18

Approved as to Form:

Assistant City Attorney

CITY OF SAN ANTONIO

INFORMATION TECHNOLOGY SERVICES DEPARTMENT



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

for

**SALE OF SURPLUS ELECTRONIC ASSETS
RFP 18-030**

Release Date: Friday, January 19, 2018
Proposals Due: Monday, February 19, 2018

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003 – BACKGROUND

- 3.1. The City of San Antonio ("City") Information Technology Services Department (ITSD) is releasing a Request for Proposal (RFP) to solicit proposals from qualified entities interested to purchase surplus technology equipment from the City on an as needed basis. Responsibilities, requirements and expected services are listed in the "Scope of Service" section (section 004). The City intends to acquire the best possible sale price for these devices and invites appropriately qualified and experienced entities to submit their proposal response.
- 3.2. The City's objective is to (1) obtain a cost effective delivery of high quality projects in a rapid and reliable manner; (2) build long-term relationships; and (3) have dedicated individuals/crews assigned to the contract. For the contractor, the objective would be to maintain a long term business relationship with the City. As a need is identified, the City will assign said project to the contractor, who will in turn investigate, plan, provide an estimate and schedule the work to be accomplished once authorization has been granted to proceed. Any contract resulting from this solicitation shall be non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from other sources. Any contract(s) awarded under this RFP are in addition to and will not replace trade related contracts already in place. The City shall retain the right to determine which contracts are in their best interests. Contractor will not be guaranteed a minimum or maximum amount of work.

004 - SCOPE OF SERVICE

4.1 SCOPE: Manage all transpiration and sales of ITSD Apple surplus equipment.

- 4.1.1 The goal of the initiative is to execute the final disposition on retired Apple devices under the Computer Life Cycle Replacement Program, ITSD plans to remove the devices, take advantage of a third party Contractor's Apple buyback program, seek to regain storage space, and recoup revenue for the City's yearly Computer Life Cycle Replacement Program.
- 4.1.2 If the Respondent does not utilize the Apple buyback program, but elects to dispose of the Apple devices by another method, the Respondent must show proof of an electronic recycling certification that is recognized by a national accreditation agency. E-Stewards certification is preferred, but other certification types will be considered.
- 4.1.3 Respondent must have a current E-Steward's Certification, through the Basel Action Network or other comparable third party certification program and provide the City with a copy with their response.
- 4.1.4 The Respondent shall fully comply with all current and future principles, guidelines, and requirements from the accredited third party certification program.
- 4.1.5 The most important criterion is price, but the City will also consider any value –added services that will streamline the sale process (e.g., pick up, and inventory audit).

4.2 CONTRACTOR REQUIREMENTS: Contractor shall:

- 4.2.1 Perform all work safely and follow required safety standards to include but not be limited to OSHA and Federal, State, and City codes and regulations. Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service. All equipment types shall meet OSHA and other safety standards.
- 4.2.2 Adhere to this RFP Terms and Conditions identified on the solicitation.
- 4.2.3 Ensure contractor's personnel are in compliance with the service requirements of this contract. Failure to comply with City service requirements may result in the cancellation of the contract.
- 4.2.4 Provide a primary point-of-contact. Contractor shall provide a point-of-contact and phone number for all inquiries from the City if awarded this contract.

- 4.2.5 Provide all labor, transportation and methods of communication, and if required, additional miscellaneous services necessary to meet requirements of the specified services throughout the term of the contract.
- 4.2.6 Take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages must be reported, repaired or replaced by Contractor at no cost to City.
- 4.2.7 Contractor(s) must be available to provide service Monday-Friday 9am-4pm except during City recognized holidays.

4.3 SERVICE REQUIREMENTS: The contractor shall:

- 4.3.1 Obtain written approval from the designated City representative for all services requested, prior to work being performed.
- 4.3.2 Re move from the building and dispose of all retired Apple equipment. If the Respondent does not utilize the Apple buyback program, but elects to dispose of the Apple devices by another method, the Respondent must show proof of an electronic recycling certification that is recognized by a national accreditation agency. E-Stewards certification is preferred, but other certification types will be considered.
- 4.3.3 Disposal of Technology Equipment
 - 4.3.3.1 Contractor must remove all City markings prior to resale.
 - 4.3.3.2 Contractor must ensure that all City equipment is inspected prior to resale. Any extraneous or extra equipment that may be enclosed, attached, or otherwise not generally considered a part of the asset, must be removed and returned to the City.
 - 4.3.3.3 Contractor must provide a detailed implementation plan to dispose of all equipment (including media). in order to maximize revenue for the City. Implementation should contain processes, including methodology for inventorying equipment to be taken, including sanitization and destruction of hard disk drive and disposal of equipment according to industry recognized and accepted best practices. The implementation plan should also describe pick up procedures, mode of transport, holding locations, final destinations, and methods of disposal/recycling to include description of federal, state, and local compliance. Identify the name, location, type of business, and use to which any of the material generated by the City will be destined for reuse or recycling. Identify name, location, and credentials/licenses/permits of any and all final disposal facilities to be used to deposit material that cannot be recycled.
- 4.3.4 Procedures for Pickup and Removal of Assets
 - 4.3.4.1 A City authorized representative will initiate pickup request.
 - 4.3.4.2 After the request for technological assets, the contractor will generate a schedule and pick up all pre-identified assets from their assigned location within ten (10) days of request.
 - 4.3.4.3 Contractor must provide a certificate that verifies that all hard drives and or systems have been properly removed, secured, sanitized and or destroyed.
 - 4.3.4.4 Contractor must provide a Certificate of Release of Liability for all inventoried items accompanying the inventory listing (including media). The certificate must be addressed to and delivered to designated ITSD Logistics representative
 - 4.3.4.5 Contractor is responsible for providing all labor, equipment, supplies, pallets and transportation required to process and dispose items from each requested City facility. If items are on pallets, City will allow contractor to do an even swap of pallets as long as they meet the minimum quality standards indicated by City (wooden 40" by 48" pallets that have no broken slats). If pallets do not meet minimum standard, contractor will be required to remove items from City pallets onto their standard of pallets.

4.3.5 Onsite Procedure

- 4.3.5.1 Prior to pick up, all contractors must show their identification and sign in at reception desk/main office.
- 4.3.5.2 Contractor must communicate with the site administrators in reference to the approved assets. For accountability, the contractor must complete the Asset Transfer and Disposal Form. Forms need to be provided by contractor to the City.
- 4.3.5.3 Upon the completion of pick up, the contractor must communicate completion to City assigned authorized representative.
- 4.3.5.4 Contractor will be responsible for loading items on their truck with minimum assistance from the City.
- 4.3.5.5 Contractor is responsible for transporting items from City premises.

4.4 UNSATISFACTORY PERFORMANCE: Unsatisfactory performance may result in a negative Contractor performance report or cancellation of the contract or both. City may consider the following performance by the contractor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:

- 4.4.1 Personnel arriving late or not showing up for a scheduled pick up.
- 4.4.2 Personnel not possessing the appropriate skills at the level needed based on the job description as requested by the designated City representative.
- 4.4.3 Personnel failing to comply with all instructions given during time on the job.
- 4.4.4 In the event services are terminated, contractor must promptly deliver all data and reports as requested to the designated City Representative.

4.5 BUILDING RESTRICTIONS. Contractor's staff shall meet and follow all City of San Antonio security standards and procedures.

- 4.5.1 ACCESS: Contractor shall make prior arrangements with the designated City representative for access to the building(s) for performance of the service and obtain temporary access badges, if necessary prior to performing any work.
- 4.5.2 IDENTIFICATION: Contractor's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor is encouraged to provide the following:
 - 4.5.2.1 Instructions to personnel about appropriate dress based on the request of the designated City representative (i.e. Personal Protective Equipment (PPE)).
 - 4.5.2.2 Contractor's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing appropriate badges which contain the company's name and employee's name
- 4.5.3 PARKING: Contractor shall make personnel parking arrangements with the designated City representative. Contractor's personnel shall park only in spaces assigned by the designated City representative

4.6 Additional Requirements:

- 4.6.1 The City reserves the rights to pursue other alternate disposal methods if engagement does not perform to City expectations. City expectation is to generate and maximize revenue from this engagement.
- 4.6.2 While onsite, Contractor must comply with City policies and operational procedures.
- 4.6.3 In the event any policy or procedure is at risk, the contractor will adjust their operational practice to ensure that there's no disruption to City service.

- 4.6.4 Contractor must provide a single point-of-contact for handling any requests and questions that generates from the day to day activities associated with this engagement.
- 4.6.5 This is an annual engagement. The items listed (type of equipment, make and models) is not an all-inclusive representation of the assets to be included within the engagement. Contractor must make, in good faith, all positive adjustments to reflect the business changes and the type and quantity of assets being released.
- 4.6.6 DEFAULT: If Buyer fails to make full payment by the payment date, fails to remove all property by the specified date or if Buyer fails to comply with any other terms and conditions, the Buyer shall be considered in default and is subject to all rights and remedies available to City under this agreement and under the law. The property that is the subject of a defaulted bid may be disposed of by sale to the next highest bidder, or it may be withdrawn from all consideration.
- 4.6.7 TITLE: Title to the property shall transfer to the Buyer only upon receipt of full and final payment by City.
- 4.6.8 PAYMENT PROVISIONS: Prior to taking possession of the property, Buyer shall make payment based upon its quoted prices, in full, in the form of a cashier's check or money order. Personal checks will not be accepted. All payments must be made payable to the City of San Antonio.
- 4.6.9 Payment shall be accompanied with a detailed list of all items sold, the price sold for, the department disposing of the equipment and the buyers' number.
- 4.6.10 The City shall pay no fee, cost or expense to Contractor for any item Contractor is unable to sell.
- 4.6.11 The City shall pay no storage fees for items of City property placed with awarded Contractor for sale, except as otherwise provided herein. No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City, unless clearly provided for in the contract.
- 4.6.12 REMOVAL OF PROPERTY: Buyer is responsible for all removal and shipping and/or crating costs from location of property. Dates and times set for removal will be strictly enforced. City employees are not authorized to assist with removal of property. Buyer shall reimburse the City for any damage to City property caused by the removal of the purchased property. Any injury, damage or loss incurred during the removal of property portion of the transaction is solely the physical and financial liability of the Buyer.
- 4.6.13 INDEMNIFICATION, NEGLIGENCE OF BIDDER OR BUYER: To the fullest extent permitted by law, Bidder and/or Buyer shall defend, indemnify, and hold harmless the, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Bidder and/or Buyer, its agents, employees.
- 4.6.14 LIABILITY: Buyer acknowledges that they are aware that property may consist of, contain or have contained substances dangerous or harmful to persons or property and, as an inducement to the City to sell such property to Buyer, Buyer hereby agrees that they will not at any time make any claim against the City or on account of any loss or damage arising out of or in connection with use, disposal or resale by Buyer of the Property.
- 4.6.15 RISK OF LOSS: After notification of award and prior to removal date, City shall only be responsible for exercising reasonable care for the protection of the property. After passage of title and after the date specified for removal of the property and any extensions granted to Buyer in writing; all risk of loss, damage or destruction to the property from any cause, or injury or death caused by the property, shall be the Buyer's.
- 4.6.16 ELECTRONIC DATA: Any equipment purchased with electronic memory devices such as hard drives shall be cleaned/wiped to Department of Defense Standards including reporting back to City with unit serial number cross referenced to memory drive serial number.
- 4.6.17 All property is sold "as is". City makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability, workmanship or fitness for any purpose of the property offered for sale. The buyer is not entitled to any payment for loss of profit or any other damages, special, direct, indirect or consequential. No refunds or exchanges.
- 4.6.18 Contractor must submit a Certificate of Disposal within ten (10) days indicating all items were disposed of within thirty (30) days of pick-up from location(s). The Certificate of Disposal must indicate the date the asset

was reclaimed from the site location(s); the exact number and types of equipment collected, and provide the exact date, location and manner of disposal. Certificate of Disposal must be addressed to the City designated representative at ITSD.

005 - ADDITIONAL REQUIREMENTS

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 a contract awarded in response to this RFP is for an initial one (1) year. The City shall have the option to renew under the same terms and conditions for three (3) additional, one (1) year extensions. All renewals shall be in writing and signed by the Director, or his or her designee, without further action by the San Antonio City Council. However, the City may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the City of San Antonio, Finance Department - Purchasing Division, Hill Country Conference Room, Riverview Towers, 111 Soledad, 11th Floor, San Antonio, Texas 78205 at **2:00 p.m., Central Time, Thursday, January 25, 2018**. Respondents are encouraged to prepare and submit their questions in writing 2 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.

Respondents that are not able to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: 1-877-226-9790
Access Code: 4511640

This meeting place is accessible to disabled persons and wheelchair accessible. 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, **six (6) hard copies WITH ONLY TABS** and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. **(NO SBEDA, LPP, VOSB AND PRICING TO BE INCLUDED)** one (1) copy of the **COMPLETE** proposal on compact disk

(CD) and USB flash drive containing an Adobe PDF version of the entire 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 City's portal, scan and upload these 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.

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 SCHEDULE. Use the Price / Revenue Schedule 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:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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 HB Form 1295. Respondent must complete, sign and submit HB Form 1295 as RFP Attachment H. You may download a copy of the form at:

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

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.

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any.

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 directly to the original RFP. Changes are captured by creating a replacement version each time the RFP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFP as it exists on 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 in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit **one (1) COMPLETE** original proposal signed in ink, and **six (6) hard copies *WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND PRICING TO BE INCLUDED)*** and one **COMPLETE** copy of the proposal on compact disk (CD) and flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**RFP 18-030 Sale of Surplus Electronic Assets for ITSD**" 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 City Clerk's Office no later than **11:00 a.m.**, Central Time, on **Monday, February 19, 2018** 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 City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office
Attn: **RFP 18-030 Sale of Surplus Electronic Assets for ITSD**
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office
Attn: **RFP 18-030 Sale of Surplus Electronic Assets for ITSD**
100 Military Plaza
1st. Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

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** 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.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. 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. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

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 ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposals from the time the RFP has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an A session; 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 RFQ to the Staff Contact Person listed below until **11:00 a.m., Central Time, on Wednesday, January 31, 2018**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Denise Flotte, C.T.P.M. Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
denise.flotte@sanantonio.gov

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

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 and anticipated City Council agenda date.

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 (35 points)**
- B. Proposed Plan (25 points)**
- C. Price/ Revenue (15 points)**
- D. Small Business Economic Development Advocacy Program (SBEDA) (10 points)**

SBE Prime Contract Program (5 points)

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive five (5) evaluation criteria points, and

M/WBE Prime Contract Program (5 points)

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive five (5) evaluation criteria points.

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.

- E. Local Preference (LPP) Ordinance (up to 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 limit 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.

F. Veteran Owned Small Business Preference Program (VOSBPP) Ordinance (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, 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 <http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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 §176.066(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 176.066(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/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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, 1st floor, 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	Friday, January 19, 2018
Pre-Submittal Conference	Thursday, January 25, 2018 at 2:00 p.m., Central Time
Final Questions Accepted	Wednesday, January 31, 2018 by 11:00 a.m., Central Time
Proposal Due	Monday, February 19, 2018 at 11:00 a.m., Central Time

015 - RFP EXHIBITS

RFP EXHIBIT1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

SBEDA Ordinance Compliance Provisions

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,

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 (SAMS), 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 (SAMS) – 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 (SAMS), 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:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 5. (d), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm, and

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 6. (d), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm, and

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

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

INSURANCE

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Information Technology Services Department which shall be clearly labeled "Purchase of Apple consumed equipment" 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 Information Technology Services 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	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: 1. a. Premises/Operations 2. b. Products/Completed Operations 3. 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	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5.Environmental impairment/pollution liability coverage (either as a stand-alone policy or as an endorsement to the CGL policy)	\$1,000,000 per occurrence

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.

City of San Antonio
Attn: Information Technology Services 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.

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.

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, by Ordinance No. 2013-03-21-0167, 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 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

HB 89 Relating to state contracts with and investments in companies that boycott Israel

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

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? 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: _____

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: _____

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: _____

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. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
4. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
5. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Describe the proposed plan to conduct operations, including service categories, specific tasks, staff assigned and schedule of events.
2. Describe company's salvage management process and process improvement measurement plan. (This should include your methodology for improving salvage disposal cycle time and salvage returns). Respondent must have a current E-Steward's Certification, through the Basel Action Network or other comparable third party certification program and provide the City with a copy with their response.
3. Describe company's reporting tools; include any report samples that may be utilized to manage this engagement.
4. Describe company's transportation capabilities as it relates to hauling assets from multiple locations.
5. Describe company's disposal capabilities for the job type and escalation process for handling issues that impacts revenue and process time.
6. Describe your policies and procedures for safeguarding classified information that may be removed, disposed/recycled and/or sanitized from any hard drive received from City. This should include a detailed implementation plan to dispose of all equipment (including media). This should include fixed price and profit sharing processes in order to maximize revenue for the City. Implementation should contain processes, including methodology for inventorying equipment to be taken, including sanitization of hard disk drive and disposal of equipment according to industry recognized and accepted best practices.
7. Describe your processes for securing the removal, disposal/recycling and sanitization of hard drives.
8. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
9. Describe pick up procedures, mode of transport, holding locations, final destinations, and methods of disposal/recycling to include description of federal, state, and local compliance.
10. Downstream Providers or Users. Identify the name, location, type of business, and use to which any of the material generated by the City will be destined for reuse or recycling.
11. Identify name, location, and credentials/licenses/permits of any and all final disposal facilities to be used to deposit material that cannot be recycled.

RFP ATTACHMENT B

PRICE / REVENUE SCHEDULE

Posted as a separate document.

Proposed Annual Price should be inclusive of any and all labor and materials, service equipment, tools, transportation, set up charges and miscellaneous services any and all fees you would charge to provide all services listed as necessary to complete the work as defined in the Section 004 - Scope of Service and in accordance with Section 006 – Term of Contract of this RFP if awarded a contract pursuant to this solicitation.

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

Item	Qty.	Equipment Type: Desktop, Laptop, Server, Storage	Manufacturer	Processor Family	Speed	Memory	Hard Drive Size	Number of Drives	CD/DVD	Condition - Working / Non-working	Price per Each
1	1633	Desktop	Apple/21.5 iMac	Intel	2.5GHZ	4GB Ram	500	1	Yes	Working	
2	20	Desktop	Apple/24" iMac	Intel	2.66GHz	4GB Ram	500	1	Yes	Working	
3	45	Desktop	Apple Mac Mini	Intel	2.3GHz	4GB Ram	500	1	No	Working	
4	32	Desktop	Mac Pro	Intel Xeon	2.8GHz	8GB Ram	500	1	Yes	Working	
5	11	Laptop	Mac BookAir 11"	Intel	i5	4GB Ram	128	1	No	Working	
6	12	Laptop	Mac BookAir 13"	Intel	i5	4GB Ram	128	1	No	Working	
7	2	Laptop	Mac Book 13"	intel	i5	4GB Ram	500	1	Yes	Working	
8	46	Laptop	Mac Book 15"	int	i7	8GB Ram	500	1	Yes	Working	

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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

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

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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 a separate document.

RFP ATTACHMENT F
LOCAL PREFERENCE PROGRAM FORM(S)

Posted as separate documents.

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PROGRAM IDENTIFICATION FORM(S)

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. It 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 and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

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. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"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. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"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) an intermediary.

"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 or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

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 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 Questionnaire 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.

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.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, 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 Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
+Litigation Disclosure Form RFP Attachment D	
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
+Local Preference Program Form RFP Attachment F	
+Veteran-Owned Small Business Preference Program Form RFP Attachment G	
+Certificate of Interested Parties (Form 1295) RFP Attachment H	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information - Dun and Bradstreet Financial Report	
+Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
One COMPLETE (1) Original, six (6) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO PRICING, SBEDA, LPP, AND/OR VOSB TO BE INCLUDED) and one (1) CD and USB flash drive of the COMPLETE proposal in PDF format if submitting in hard copy.	
+Signed Addendum(s), if applicable	

Documents marked with a "+" on this checklist require a signature. Be sure they are signed prior to submittal of proposal

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



ADDENDUM I

SUBJECT: Request for Proposals for Sale of Surplus Electronic Assets (RFP 18-030) Scheduled to Open: February 19, 2018; Date of Issue: January 19, 2018.

FROM: Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator

DATE: January 29, 2018

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

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

1. **Add:** Exhibit 7, SBEDA PowerPoint Presentation – Exhibit is posted as a separate document.
2. **Add:** Exhibit 8, Pre-Submittal Sign-In sheet dated January 25, 2018 – Exhibit is posted as a separate document.
3. **Change:** A site tour of the available equipment will be conducted on Friday, February 2, 2018 at 2 p.m. Central Time at the ITSD offices located at 515 S. Frio St, San Antonio, TX 78207. Vendors are being requested to confirm their attendance 24 hours prior by sending an e-mail to; denise.flotte@sanantonio.gov

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

On January 25, 2018, the City of San Antonio and the Information and Technology Services Department (ITSD) held a pre-submittal conference to provide information and clarification for the Request for Proposals for Sale of Surplus Electronic Assets. Below is the list of questions asked during the Pre-Submittal Conference and/or received in accordance with Section 011, Restrictions on Communication. The City's official response to questions asked is as follows:

Question 1: On the submission requirement, it is being asked to submit a CD and a flash drive, is that correct?

Response 1: Correct, Respondents are encouraged to submit their proposals as requested in Section 010- Submission of Proposals of this RFP.

Question 2: Are there any asset tags engraved?

Response 2: No.

Question 3: What are the exact quantities?

Response 3: As of the time the solicitation was issued, the quantities on the RFP Attachment B, Price Schedule are the quantities known to City Staff. No guarantee of any minimum or maximum quantities is to be implied. City may increase or decrease quantities as needed to satisfy operating requirements.

Question 4: Is the proposed price per lot or each?

Response 4: Per RFP Attachment B, Price /Revenue Schedule, "Respondent must provide pricing in the manner set forth in the RFP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration". Respondents are required to provide price per each unit.

Question 5: Where are the units stored?

Response 5: 515 South Frio Street, San Antonio, TX.

Question 6: Are they palletized?

Response 6: Some are palletized and some are free standing.

Question 7: How are they palletized?

Response 7: Stacked on pallet.

Question 8: Are they packaged in boxes?

Response 8: No.

Question 9: Could you provide an estimate number of pallets ready?

Response 9: Approximately 5 pallets are on hand.

Question 10: What is the time required by the City to replace the pallets?

Response 10: At the moment there is no need to replace pallets.

Question 11: Will there be an even pallet exchange?

Response 11: Not at the moment, but please refer to Item 4.3.4.5 from the Scope of Service from the solicitation document for further clarification.

Question 12: About the certificate of recycling requested, can you elaborate on that?

Response 12: The City of San Antonio needs for the vendor to furnish a Certificate of Indemnification for proper disposal of assets. Please refer to Item 4.6.18 from the Scope of Service from the solicitation document for further clarification

Question 13: Is the City requesting the Vendor to offer City Employee's a buyback program too?

Response 13: No.

Question 14: Will access to the units be easy?

Response 14: Yes.

Question 15: Will vendors be able to view the material?

Response 15: Yes. A site tour of the available equipment will be conducted on Friday, February 2, 2018 at 2 p.m. Central Time at the ITSD offices located at 515 S. Frio St, San Antonio, TX 78207. Vendors are being requested to confirm their attendance 24 hours prior by sending an e-mail to; denise.flotte@sanantonio.gov



Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department, Purchasing Division

DG/dvf



ADDENDUM II

SUBJECT: Request for Proposals for Sale of Surplus Electronic Assets (RFP 18-030) Scheduled to Open: February 19, 2018; Date of Issue: January 19, 2018.

FROM: Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator

DATE: February 1, 2018

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II – TO THE ABOVE REFERENCED
REQUEST FOR PROPOSALS**

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

1. Revise: Section 014 – Schedule of Events, to read as follows:
"Final Questions Accepted: Friday, February 2, 2018 by 4:30 p.m., Central Time"

Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department, Purchasing Division

DG/dvf



ADDENDUM III

SUBJECT: Request for Proposals for Sale of Surplus Electronic Assets (RFP 18-030) Scheduled to Open: February 19, 2018; Date of Issue: January 19, 2018.

FROM: Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator

DATE: February 2, 2018

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. III – TO THE ABOVE REFERENCED
REQUEST FOR PROPOSALS**

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

1. Revise: Section 014 – Schedule of Events, to read as follows:
“Final Questions Accepted: Monday, February 5, 2018 by 12:00 p.m., Central Time”

Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department, Purchasing Division

DG/dvf



ADDENDUM IV

SUBJECT: Request for Proposals for Sale of Surplus Electronic Assets (RFP 18-030) Scheduled to Open: February 19, 2018; Date of Issue: January 19, 2018.

FROM: Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator

DATE: February 6, 2018

THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV – TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS

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

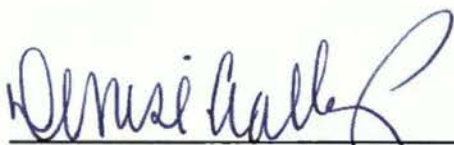
- 1. Remove:** “If submitting electronically through City’s portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.” from Section 8, Proposal Requirements found on page 9 second paragraph.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

Below is the list of questions received in accordance with Section 011, Restrictions on Communication. The City’s official response to questions asked is as follows:

- Question 1:** From page 10, PROPOSAL FORMAT: Preparation of Proposals: May graphics and or tables contain less than 12-point font, as that would make them unwieldy. Is there any page limits?
- Response 1:** While there is no number of page limits set for this project, Respondents are provided with guidelines to follow on Section 010- Submission of Proposal of this RFP.
- Question 2:** From page 36, the Pricing Schedule states condition: Working / Non-working offering the choice for pricing for either option. Can the Respondent prepare a price list for both options, Working Condition and Non-working Condition?
- Response 2:** Yes.

- Question 3:** From paragraph 4.6.18, page 6. "Submit a Certificate of Disposal within ten (10) days indicating all items were disposed of within thirty (30) days of pick-up from location(s)." Clarification: Does the contractor submit the certificate on the 40th day or the 10th day after pick up of material from the City?
- Response 3:** The 40th day.
- Question 4:** Section Ownership and License page 8 states: "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," Clarification: if a record is created stating the number of computers disposed of (for example to Apple), this section seems to preclude the possibility of providing any data to the third part such as even a listing of computers and model numbers to Apple?
- Response 4:** As Apple (or another vendor) would be involved in the fulfillment of the contract terms, this information could be released to them. This section limits the release of information to parties not involved in the contract, directly or indirectly. If in doubt, obtain the City's permission as stated in the section.
- Question 5:** Page 9 Section 008 – Proposal Requirements: It was stated at the pre submittal conference – that there is only an option of submitting hard copy proposals. On page 9, it states that "If submitting electronically through City's portal, scan and upload these documents". Please clarify if electronic copies are allowable? Also clarify in Section 10 SUBMISSION OF PROPOSAL on page 10 if it is only hard copy proposals.
- Response 5:** As per Section 010- Submission of Proposal, for this solicitation, Respondents are to submit hard copy proposals only. Please reference to item # 1 of page 1 of this addendum.
- Question 6:** On page 35 PROPOSED PLAN. It requests the contractor on Question 6. Describe your policies and procedures for safeguarding classified information that may be removed, disposed/recycled and/or sanitized from any hard drive received from City. Does this require the contractor to have a facility clearance to perform this contract? Have any of the computers held classified data?
- Response 6:** No clearance needed. Contractor will be escorted while at facility. Some have held classified data.
- Question 7:** Is this the total quantity for the full year or is this just what is available now and more are going to be added as the year rolls on?
- Response 7:** Please refer to the response to question 3 in Addendum 1 of this RFP. "As of the time the solicitation was issued, the quantities on the RFP Attachment B, Price Schedule are the quantities known to City Staff. No guarantee of any minimum or maximum quantities is to be implied. City may increase or decrease quantities as needed to satisfy operating requirements."



Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department, Purchasing Division

DG/dvf



ADDENDUM V

SUBJECT: Request for Proposals for Sale of Surplus Electronic Assets (RFP 18-030) Scheduled to Open: February 19, 2018; Date of Issue: January 19, 2018.

FROM: Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator

DATE: February 14, 2018

THIS NOTICE SHALL SERVE AS ADDENDUM NO. V – TO THE ABOVE REFERENCED REQUEST FOR PROPOSALS

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

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO WEDNESDAY, FEBRUARY 21, 2018; 11:00 A.M. CENTRAL TIME.**
- 2. Attachment B – Price Schedule has been replaced with: Attachment B – REVISED PRICE SCHEDULE. Item posted as a separate document.**
- 3. ADD: Exhibit 9, List of Serial Numbers – Exhibit is posted as a separate document.**

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS ON COMMUNICATION:

Below is the list of questions received in accordance with Section 011, Restrictions on Communication. The City's official response to questions asked is as follows:

- Question 1:** This refers back to the pricing schedule and paragraph 4.6.17 – If there is a Condition Working/Non-Working pricing – Is it allowable for the contractor to test the equipment and provide an inventory and Working/Non-Working assessment to be provided. Is the list from the city going to annotate working or non-working?
- Response 1:** It is not allowable. Reference paragraph 4.6.17 from the RFP Section 004, Scope of Service.
- Question 2:** Will a list of serial numbers be provided?
- Response 2:** Serial numbers list will be provided. See Exhibit 9, List of Serial Numbers – Exhibit is posted as a separate document.

Finance Department, Purchasing Division
PO Box 839966 ♦ San Antonio, TX 78283-3966 ♦ Tel: 210-207-5734

Question 3: If there are large amount of glass monitors cracked, how will the City reconcile that?

Response 3: Contractor does not have to except iMacs with cracked glass.

Question 4: Are RAMS in all of the equipment?

Response 4: Yes.

Question 5: Are power cords included in all of the equipment?

Response 5: Some, but not all included.

Question 6: If repalletization is allowable, could the vendor perform that off site? Would that be allowable?

Response 6: No.

Question 7: How many units are there per pallet?

Response 7: 35.

Question 8: Is there space to repalletize?

Response 8: Space will be provided.

Question 9: Will the markings with permanent markers be removed?

Response 9: No.

Question 10: Are there any laptops?

Response 10: Yes.

Question 11: How will the salvage equipment be handled?

Response 11: It will be handled through ITSD's regular salvage process and is not a part of this solicitation.

Question 12: Is there room for tractor trailers or bob tails?

Response 12: Yes.

Question 13: Is there a process to handle reconciliation? Meaning, upon inspection of equipment, vendor notices damages such as a broken screen or the vendor paid for a working computer and the computer is deemed non-working, how will that be handled?

Response 13: No. Reference paragraph 4.6.17 from the RFP Section 004, Scope of Service. Contractor has choice to accept or not accept equipment with broken screens.

Question 14: Will there be a split award?

Response 14: No. Please see Section 013 – Award of Contract and Reservation of Rights in the RFP.

Question 15: Will the City award a contract based on different items to different vendors? Meaning the vendor who provides the highest bid for a certain item gets that contract, and a different vendor gets the bid for a different item?

Response 15: No. See response to question 14 above.

Question 16: Will the City clarify the counts of each type of processor?

Response 16: No.

Question 17: During the Site Visit, it was mentioned was that all of the iMacs were in working condition, what would the City do to reconcile if items are found to be nonfunctional upon testing at the contractor's facility?

Response 17: Reference paragraph 4.6.1 from the RFP Section 004, Scope of Service.

Question 18: Please clarify; do none of these systems will contain hard drives?

Response 18: Correct.

Question 19: Will the brackets which hold the hard drive in place will be included in the systems?

Response 19: Yes.

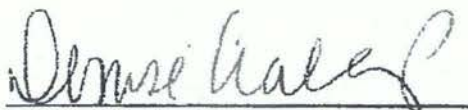
Question 20: Will no power cords will be included with the items in the proposal?

Response 20: Whatever power cords are available.

Question 21: From the Scope of Work, Section 004, item number 4.1.3 states that company must be E stewards or comparable certification, will not having this will result in immediate disqualification?

Response 21: No.

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



Denise D. Gallegos, C.P.M., CPPB
Procurement Administrator
Finance Department, Purchasing Division

Date

2/15/18

Company Name

STS Electronic Recycling

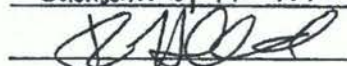
Address

522 CR 1520

City/State/Zip Code

Jacksonville, TX 75766

Signature



DG/dvf

Finance Department, Purchasing Division

PO Box 839966 • San Antonio, TX 78283-3966 • Tel: 210-207-5734

STS ELECTRONIC RECYCLING, INC. PROPOSAL

CITY OF SAN ANTONIO

RFP 18-030 SALE OF SURPLUS ELECTRONIC ASSETS

PREPARED FOR
THE INFORMATION & TECHNOLOGY SERVICES DEPARTMENT (ITS&D)

CITY CLERK'S OFFICE
100 MILITARY PLAZA
1ST FLOOR, CITY HALL
SAN ANTONIO, TX 78205

ISSUED
02.19.2018

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1. PURPOSE

This procedure outlines the processes and methods for processing equipment designated for reuse or resale.

2. GENERAL / DEFINITIONS

- 2.1. **Equipment** - Electronics including CPU's, Servers, Monitors, Projectors, Routers, Modems, Printers, Multi-Function Devices, Miscellaneous Electronics with viable Resale Value (Note: Equipment requires testing prior to processing)
- 2.2. **Material(s)** - Printed Circuit Boards, Chassis, Case's, Plastic's, Metal's, Wiring, Connectors, Miscellaneous Materials associated with Electronics Equipment (see above)
- 2.3. **Components** - Keyboards, Mouse, Cables, Components also include miscellaneous peripherals that attach to or enhance functionality of Electronics Equipment.
- 2.4. **Reuse** - The method for which viable electronics equipment and components can be released for continued use thus preventive or delaying waste or disposal of constituent elements.
- 2.5. **Scrap** - May be electronics, materials, or components that are predetermined, or tested and determined to be defective, unsalvageable, of no resale value either as a whole or dis-assembled. This may be materials removed from equipment or materials already dis-assembled prior to receipt. All scrap will be processed according to internal procedures.
- 2.6. **Performance Test** - (also considered Functional Test) Activity to verify proper function of electronics equipment and components. Complete units are tested as such, components of systems are tested within proven units. The Performance Test is performed to ensure proper function of all electronics devices or components.

3. RESPONSIBILITIES

- 3.1. The Testing/Inventory Manager is responsible for ensuring the requirements of this procedure are adhered to as effectively and efficiently as possible.

4. PROCESS

TESTING & VERIFICATION

- 4.1. Desktop systems undergo Performance Testing to ensure all components function as intended. When components result in system failure, the specific component is replaced with a known good one and the test or verification activity is repeated. Defective components are moved to recycle bin with similar/like components.



- 4.2. Laptop systems undergo Performance Testing and an additional Stress Testing using Kill Disk to test performance and durability of components. When components result in system failure, the specific component is replaced with a known good one and the test or verification activity is repeated. Defective components are moved to a recycle bin with similar/like components.
- 4.3. When systems experience a motherboard, or mainboard failure the whole unit is considered defective and it is released for disassembly.
- 4.4. The company does not perform any mechanical repair including replacement of soldered components, repair damaged to PCB's or perform any similar electronic repair activity.
- 4.5. Monitors undergo Functional Test to verify screen clarity, no pixelated areas, flicker, etc. by 30 minute burn tests of the unit. A monitor is considered acceptable when no adverse conditions are observed after a 30 minute burn test, the unit is then reset to factory settings.
- 4.6. Electronics components, including memory, NIC, modems, and similar devices are tested for performance or functionality by installation and operations within a known acceptable system. If the device exhibits error messages or similar conditions it is considered defective and released for recycle.
- 4.7. Older systems, including devices or components only able to operate in such systems, such as those with less than Core 2 processors, if determined acceptable upon testing or verification are released for disassembly and sold as individual components. Older systems are not typically processed for resale as whole systems.
- 4.8. Newer systems, Core 2 or higher, once determined acceptable are released for resale either through the eBay store, or online store.
- 4.9. Only accepted, whole equipment, devices, and components are tagged and identified after Test and Verification.
- 4.10. All equipment, devices, or components determined acceptable are physically cleaned and inspected to ensure satisfactory visible appearance if appropriate. At a minimum a visual inspection is performed to ensure no features are present that may inhibit future performance.
- 4.11. All defective components, regardless of origin, are moved to recycle containers with similar or like components until a volume is reached making recycling feasible.

5. RECORDS

- 5.1. Audit Database

6. RELATED DOCUMENTATION

- 6.1. Appendix C. Processes and Interactions

**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: STS Electronic Recycling

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

Principal Address: 522 County Road 1520

City: Jacksonville State: Texas Zip Code: 75766

Telephone No. 903-589-3705 Fax No: 903-589-3729

Website address: www.stsrecycle.com

Year established: 2010

Provide the number of years in business under present name: 8

Social Security Number or Federal Employer Identification Number: 27-3855560

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: 057726616

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: Jacksonsonville State: Texas Zip Code: 75766

Telephone No. 903-589-3705 Fax No: 903-589-3729

Annual Revenue: \$ 12 million

Total Number of Employees: 75

Total Number of Current Clients/Customers: 5000+

Briefly describe other lines of business that the company is directly or indirectly affiliated with:
Discount Computer Depot – Refurbishing division of STS.

List Related Companies:

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

Name: Josh Hubbard Title: Sales Manager

Address: 522 County Road 1520

City: Jacksonville State: Texas Zip Code: 75766

Telephone No. 903-589-3705/ 903-339-5856 Fax No: 903-589-3729

Email: josh.hubbard@stsrecycle.com

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? Jacksonville, Texas

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 X ____ 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 X ____ 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 X ____ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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

No. _____

11. Previous Contracts:

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

Yes ____ No X ____ 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 X ____ 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 X 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 Irving ISD

Contact Name: David Garcia Title: Warehouse Manager

Address: 3620 Valley View Lane

City: Irving State: Texas Zip Code: 75062

Email: dgarcia@irvingisd.net

Telephone No. 972-600-5265 Fax No: _____

Date and Type of Service(s) Provided: All electronic recycling

2016 - present

Reference No. 2:

Firm/Company Name Leander ISD

Contact Name: David Ishman Title: Warehouse Manager

Address: 1900 Cougar Country Dr.

City: Cedar Park State: Texas Zip Code: 78613

Email: david.ishman@leanderisd.org

Telephone No. 512-570-0602 Fax No: _____

Date and Type of Service(s) Provided: All electronic recycling

2016 - present

Reference No. 3:

Firm/Company Name City of Tyler

Contact Name: Lisa Smith Title: Administrative secretary

Address: 414 Bois D Arc Ave.

City: Tyler State: Texas Zip Code: 75702

Email: lmsmith@tylertexas.com

Telephone No. 903-531-1388 Fax No: _____

Date and Type of Service(s) Provided: Recycling electronics

2016 - present

RFP ATTACHMENT A, PART TWO

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. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
 - At STS Electronic Recycling we pickup at over 5000 customers nationwide. We provide services to many municipalities including the City of Tyler, City of Conroe, City of Round Rock and City of Midland. We also provide services to many major school districts which include Irving ISD, Conroe ISD, Leander ISD and Lawton Public Schools. Many government agencies use our services as well, including US Customs and Border, US Marshall Services, US Attorney General and the City of Austin Employees Retirement System. These projects, along with many more, are performed by STS Electronic Recycling and our customers are happy to give us a call when they need their electronics picked up.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
 - A few of the large cities that we provide services to are Tyler, Conroe, Round Rock, and Midland. Each city has their own plan personalized to them in order to provide them with every service they could need. Whether it be our reporting, fast pickups, value that we can provide or anything else, we like to make sure that our customer is handled with the utmost care for whatever they may need.
3. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
 - We have partnered up with First American Metals as our R2 certified downstream for this proposal because of their attention to detail and willingness to make sure the customer is satisfied in all phases of their involvement.
4. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
 - If STS Electronic Recycling is awarded this contract, we would provide you with the services of our top drivers in the company, as well as our sales manager making sure that everything runs smoothly from start to finish. Our sales manager would help coordinate with our trucking manager to provide a swift and exceptional service.
5. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
 - We provide a full asset list and Certificate of Destruction once these items run through our audit process to show that they were taken care of in a way to meet industry standards.



FIRST AMERICA

FIRST CHOICE

**First America Metal Corporation Electronics
(FAMCe)**

**Quality Environmental Health and Safety
Information**



1000 Armstrong St
Morris IL 60450

Phone: 815-941-9888

Fax: 815-941-5770

P-E2 Quality Environmental Health and Safety Information Packet

Effective Date: 10/7/2017 Rev.4

General Company Information

Mailing/Shipping & Receiving Address

1000 Armstrong St
Morris IL 60450

First America Metal Corp Electronics (FAMCe) is located in Morris IL off Interstate 80 and Highway 47 (Division Road).

First America Metal Corp Electronics operates in a 100,000 sq. foot facility in Morris, IL. FAMCe is in business to provide specialized electronic scrap and non-ferrous scrap recycling solutions. FAMCe helps individuals, businesses and other organizations create forward thinking, green solutions for recycling.

First America Metal Corp Electronics is a Division of First America Metal Corp who has been a leader in the non-ferrous export business for over 10 years. With 25 years of experience in the metal commodities business we know scrap metals. In 2012 FAMC began their electronics recycling services to expand capabilities and continues to grow annually in both segments and in 2016 FAMC created FAMCe to facilitate its' expansion. The FAMC management team leads one of the top five scrap recyclers in the Midwest and is proud to include this new solution to its existing and future customers.

Office Hours: Monday-Friday 8:00am-4:30pm

Phone: 815-941-9888

Fax: 815-941-5770

Contact: Les Bury, President
Stella Wu, QEH&S, stellaw@firstamericametal.com

Square Footage: Warehouse – approximately 100,000 square feet

Security: First America Metal Corp Electronics has security cameras installed throughout the inside and outside of the facility. Entry to the building is controlled through a security card entry system and the facility is gated.

EHS:

- FAMCe has no outstanding Violations with any agencies.
- Universal Waste – Large Quantity Handler
- Hazardous Waste – Large Quantity Generator (EPA ID:ILR00189126)

Insurance

Policy - Number	Policy Limits	Expiration Date
General Liability – 5D38221	\$1,000,000	10/7/2018
Automobile Liability - 5E38221	\$1,000,000	10/7/2018
Pollution - PHPK1525771	\$1,000,000	7/15/2018
Workers Compensation – WC026165561IL	\$2,000,000	7/1/2018

See appendix A for certificate

First America Metal Corp Electronics (FAMCe)

Quality, Environmental, Health and Safety Policy

First America Metal Corp Electronics (FAMCe) recognizes that the disciplines of quality, environmental, health and safety management are an integral part of our management function. We view these as a primary responsibility and to be the key to good business in adopting appropriate quality, environmental, health and safety standards.

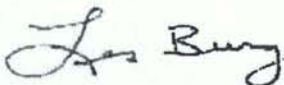
FAMCe's Quality, Environmental, Health and Safety Policy calls for continual improvement in its quality, environmental, health and safety management activities and business will be conducted according to the following guiding principles...

We are committed to.

- ❑ the prevention of pollution and the prevention of injury and ill health
- ❑ providing a clean, safe and regulatory compliant facility
- ❑ meeting customer requirements and promoting an understanding of our customers' needs and expectations, together with a culture of exceeding customer expectations
- ❑ managing used and end of life electronic equipment based on a reuse, refurbishment, recovery, disposal hierarchy including onsite and downstream materials management throughout the recycling chain
- ❑ managing Focus Materials (FMs) throughout the recycling chain to final disposition with due diligence to protect our environment
- ❑ continuous improvement achieved through monitoring of objectives and targets and rigorous evaluation of our management system
- ❑ communicating and reinforcing this policy throughout our company, as well as, to our customers, our suppliers and to the public
- ❑ adopting a forward-looking view on future business decisions that may have quality, environmental, or health and safety impacts
- ❑ training our staff in the needs and responsibilities of quality, environmental, health and safety management
- ❑ efficiently perform the sorting, consolidation and material handling duties to improve productivity
- ❑ reviewing and revising these policies to insure they remain suitable and appropriate

Signed:

Date: April 25, 2017



Les Bury – President



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc.

This is to certify the Responsible Recycling System of:

FAMCe

**1000 Armstrong Street
Morris, IL 60450 USA**

*Has been audited by a certification body that is in conformance
with ISO/IEC 17021 requirements and applicable ANAB requirements.
The organization is found to be in conformance with all requirements*

R2:2013

*As applied by the R2 Code of Practices including
No Allowance was applied as defined in the Section VII*

*The Responsible Recycling System is applicable to:
Electronics Processing and Recycling and other
Associated Products, Services and Activities.*

The Certification period is from

January 20, 2017 to January 19, 2020

*This certification is subject to the company maintaining its system to the
required standard, and applicable exceptions, which will be monitored by Orion.*

Client ID: 2037 Certificate ID: 1007460



Paul M. Burt

Mr. Paul M. Burt, President

1-20-2017

Date



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To authenticate this certificate, please visit www.orion4value.com/about-orion-registered-companies



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc.

This is to certify the Occupational Health and Safety Management System of

FAMCe

**1000 Armstrong Street
Morris, IL 60450 USA**

*Has been assessed by Orion Registrar and found to be in compliance
with the following Occupational Health and Safety Standard.*

OHSAS 18001:2007

The Occupational Health and Safety Management System is applicable to:
**Electronics Processing and Recycling and other
Associated Products, Services and Activities.**

The Certification period is from
January 20, 2017 to January 19, 2020

*This certification is subject to the company maintaining its system to the
required standard, and applicable exceptions, which will be monitored by Orion.*

Client ID: 2037 Certificate ID: 1007459



Paul M. Burd
Mr. Paul M. Burd, President

1-20-2017

Date

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Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc.

This is to certify the Environmental Management System of:

FAMCe

**1000 Armstrong Street
Morris, IL 60450 USA**

*Has been assessed by Orion Registrar and found to be in compliance
with the following Environmental Management Standard:*

ISO 14001:2004

The Environmental Management System is applicable to:

**Electronics Processing and Recycling and other
Associated Products, Services and Activities.**

The Certification period is from

January 20, 2017 to September 15, 2018

*This certification is subject to the company maintaining its system to the
required standard, and applicable exceptions, which will be monitored by Orion.*

Client ID: 2037 Certificate ID: 1007457




Mr. Paul M. Burt, President

1-20-2017

Date



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Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc.

This is to certify the Quality Management System of:

FAMCe

1000 Armstrong Street

Morris, IL 60450 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Quality Standard:

ISO 9001:2008

The Quality Management System is applicable to:
Electronics Processing and Recycling and other Associated Products, Services and Activities.

The Certification period is from

January 20, 2017 to September 15, 2018

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID: 2037 Certificate ID: 1007458



Paul M. Burk
Mr. Paul M. Burk, President

1-20-2017

Date



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northern Insurance Group, LTD 114 W. North St Morris IL 60450 INSURED FIRST AMERICA METAL CORP 1000 ARMSTRONG ST MORRIS IL 60450-1923	CONTACT NAME: JANE MONROE PHONE: (815) 942-0017 FAX: (815) 942-0015 EMAIL: jmonroe@northernins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: JMC Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** CLJ 710522905 **REVISION NUMBER:**

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

COV LTH	TYPE OF INSURANCE	ADOL SUBR MED. WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X COCLR		5039221	10/7/2017	10/7/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GENL AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER					\$ 1,000,000 \$ 500,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
A	X AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS SI		5839221	10/7/2017	10/7/2018	COMBINED SINGLE LIMIT (Per occurrence) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	DOCLR CLAIMS-MADE				EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY OR PARTIAL EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? Mandatory in MO If yes, describe under DESCRIPTION OF OPERATIONS HERE	Y N N A				PER STATUTE CY EP E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Trailer Interchange Pollution		5C38221 PBP1525771	10/7/2017 7/15/2016	10/7/2018 7/15/2018	Comp & Cos Limit Per Trailer \$1,000,000 Per Contamination
						30,000 \$2,000,000 Agg

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cassie Foran/JADA

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ACORD 25 (2014/01)
INS025 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc. of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME Aon Risk Services, Inc. of Florida PHONE (A/C No. Entry: 800-743-4130) FAX (A/C No. Entry: 800-522-7514) EMAIL ADP COI Center@aon.com														
INSURED ADP TotalSource FL, Inc. 1000 Sunset Drive Miami, FL 33133 ALTERNATE EMPLOYER First America Metal Corporation 1000 Armstrong St Miami, FL 33133	INSURER(S) AFFORDING COVERAGE <table border="1"><tr><th>INSURER A</th><th>NAIC #</th></tr><tr><td>New Hampshire Ins Co</td><td>22947</td></tr><tr><td>INSURER B</td><td></td></tr><tr><td>INSURER C</td><td></td></tr><tr><td>INSURER D</td><td></td></tr><tr><td>INSURER E</td><td></td></tr><tr><td>INSURER F</td><td></td></tr></table>	INSURER A	NAIC #	New Hampshire Ins Co	22947	INSURER B		INSURER C		INSURER D		INSURER E		INSURER F	
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COVERAGES		CERTIFICATE NUMBER: 1721001		REVISION NUMBER:																																		
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INSURER LTR	TYPE OF INSURANCE	ADDITIONAL INSURER - WVO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS																																
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE D/C <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe below DESCRIPTION OF OPERATIONS below					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>DAMAGE TO RENTED PREMISES (if a occurrence)</td><td>\$</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td></tr><tr><td>PRODUCTS - COMPOUND AGG</td><td>\$</td></tr><tr><td>COMBINED SINGLE LIMIT (if written)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td>PER STATUTE</td><td>QTH ER</td></tr><tr><td>E & L EACH ACCIDENT</td><td>\$ 2,000,000</td></tr><tr><td>E & L DISEASE - EA EMPLOYEE</td><td>\$ 2,000,000</td></tr><tr><td>E & L DISEASE - POLICY LIMIT</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED PREMISES (if a occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COMPOUND AGG	\$	COMBINED SINGLE LIMIT (if written)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	EACH OCCURRENCE	\$	AGGREGATE	\$	PER STATUTE	QTH ER	E & L EACH ACCIDENT	\$ 2,000,000	E & L DISEASE - EA EMPLOYEE	\$ 2,000,000	E & L DISEASE - POLICY LIMIT	\$ 2,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) All activities employees working for FIRST AMERICA METAL CORPORATION, and under ADP TOTALSOURCE, INC.'s payroll are covered under the above stated policy. FIRST AMERICA METAL CORPORATION is an alternate employer under this policy.																																						

CERTIFICATE HOLDER	CANCELLATION
First America Metal Corporation 1000 Armstrong St Miami, FL 33133	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc. of Florida</i> © 1988-2015 ACORD CORPORATION. All rights reserved.

Environmental Health, & Safety Management Systems – Scope, Policy & Objectives

Scope

STS Electronic Recycling, Inc. performs reuse and recovery of usable electronic equipment and recycling of scrap, surplus, obsolete, or underutilized electronics.

Policy

STS Electronic Recycling has developed and maintains Environmental, Health & Safety Management Policies that drive our operational goals and aid to reduce the environmental impacts of its operations, activities, products, and services.

Within the framework of our Recycling Operation we commit through this Policy to:

- Identify materials, processes, products and wastes that cause or may cause pollution, and will implement measures to avoid, reduce or control pollution where technically and economically viable, to employ reuse wherever possible, to ensure recyclables are delivered to qualified sources through end of life; and
- Comply with applicable environmental laws, regulations, codes of practice, and other environmental requirements to which the company subscribes. To achieve and maintain compliance, we will develop and maintain management systems for identifying relevant requirements and for monitoring performance of related activities; and
- Continually enhance and improve the Environmental Health and Safety Management System to ensure that it is appropriate and effective for helping us to achieve our environmental, health & safety, and recycling goals.

As a simple, effective reminder to all personnel including the public regarding our Environmental Policy the company has developed this slogan which summarizes our total philosophy. This simple yet powerful statement expresses our goal for every action taken;

Reduce, Reuse, Recycle

Objectives

To support the Policy we have identified the following measurable objectives:

	Responsible	Current Goal (1 to 3 years)	Secondary Goal (4 - 5 years)	Ultimate Goal (<65 Years)
Job Related Injury or Illness	Compliance Manager	0	0	0
Reduction in landfill disposal of spent cardboard and paper products*	Compliance Manager	Reduce by 15% (lbs disposed)	Reduce by 75% (lbs disposed)	Reduce by 100% (lbs used)
Reduction in landfill disposal of spent packaging products (plastic, tapes, bubble wrap, etc)	Compliance Manager	Reduce by 15% (lbs disposed)	Reduce by 75% (lbs disposed)	Reduce by 100% (lbs used)
Reusable Revenue	Compliance Manager	80%	85%	90%

These objectives are tracked and monitored on a monthly basis

Targets

As further actions in achieving all environmental goals we have outlined the following longer term targets that are driven and supported by Top Management

	2012	2013	2014	2015	2016
Facility – Landscaping (clean up residual materials, landscape, irrigation, provide grounds-keeping – measure % improvement remaining) Responsibility – Brad Guidry	35%	35%	35%	30%	15%
Long-term facility organization (allow for growth) (design storage, shelving, process areas to address current conditions and allow for expansion of product, ease of restructure - measure % of improvement) Responsibility – Brad Guidry	25%	35%	50%	75%	100%
Plan for 95% resale (develop resources, customers, to move towards majority of business with a focus on resale rather than recycle – measure % of resale equipment) Responsibility – Brad Guidry	70%	70%	85%	85%	95%

1. PURPOSE

This procedure outlines requirements and activity related to tracking of equipment, devices, and components from receiving through delivery to final destination including internal movement.

2. GENERAL / DEFINITIONS

- 2.1. Material identification and traceability, including serial number collection is restricted to hard drives, completed units, flat screen monitors, and those specifically requested by customers.
- 2.2. All other equipment, material, and components are identified and tracked by type and weight.

3. RESPONSIBILITIES

- 3.1. The Logistics Manager along with the Testing/Inventory Manager are responsible for identification and tracking of materials throughout the facility.

4. PROCESS

- 4.1. All materials received are identified on pallets or lots using **STS-LG-4, Lot #**, or **STS-LG-5, Pallet Placard**.
- 4.2. As materials are processed into the facility the information related to each batch or lot is documented within **STS-LG-1, Inbound Product Tracking Log**.
- 4.3. When required by customer, additional identification and tracking methods will be applied.
- 4.4. Materials are moved to designated locations depending upon the specific activity to be performed, under no circumstances will unidentified, or unknown equipment, materials, or components remain in undesignated locations without advance notice or authorization.

eBay
- 4.5. Materials moved to eBay stock location are placed in designated shelf locations and identified within an electronic database to ensure ease of retrieval.
- 4.6. As material is moved into these locations the person placing items is responsible for capturing location identifiers and either directly inputting this data into the database or providing the information directly to a responsible party to complete the task.

Records and Documents



- 4.7. Receiving of materials, eBay activity, and activities related to Store Front and other sales generate records of release of product, equipment, and materials that relate to materials moving through the facility.
- 4.8. Each activity has developed methods for documenting these activity on forms unique to the various operations; however, records of evidence of such activity relevant to received, processed, and appropriate materials shall be collected and maintained in accordance with STS-OP-10, Control of Records.

5. RECORDS

- 5.1. STS-LG-4, Lot #
- 5.2. STS-LG-5, Pallet Placard
- 5.3. STS-LG-1, Inbound Product Tracking Log

6. RELATED DOCUMENTATION

- 6.1. *STS-OP-10, Control of Records*



PURPOSE

This document outlines the processes and methods for transportation, including collecting and receiving, and shipment of goods into and out of the facility.

2. GENERAL / DEFINITIONS

- 2.1. STS Maintains transportation equipment in compliance with all state and federal requirements.
- 2.2. All equipment is properly maintained to abide by all regulations and when it is determined unsafe equipment exists it is removed from use until such time as the condition is made safe.
- 2.3. All motor vehicles are continually monitored by GPS tracking to aid in scheduling as well as monitor compliance with traffic regulations as necessary.
- 2.4. The company does not operate any equipment requiring Commercial License to operate. When the need arises for use of such equipment an approved transportation service provider will be utilized.
- 2.5. No Hazardous Materials may be transported by company personnel at any time. When it is determined any load contains, or may contain a hazardous material the driver will immediately shut down and notify the Transportation Manager.

3. RESPONSIBILITIES

- 3.1. The Transportation Manager is responsible for all transportation activity including driver approval and scheduling, maintenance of equipment, maintaining appropriate legal documents, and communicating status to the Compliance Manager as appropriate.

4. PROCESS

TRANSPORTATION EQUIPMENT

- 4.1. The Transportation Manager maintains all transportation equipment in accordance with state and federal requirements.
- 4.2. All equipment will be properly licensed, tagged, and insured in accordance with applicable regulations and records remain on file as evidence of compliance.
- 4.3. The Transportation Manager maintains a maintenance schedule for all equipment to ensure it is suitable for use and will be maintained in as safe a manner as possible.
- 4.4. STS-TR-1, Vehicle Maintenance and Mileage Log, is used to capture maintenance of transportation equipment.
- 4.5. If any driver or operator identifies any condition that may affect performance or safety they are instructed to notify the Transportation Manager as soon as possible.
- 4.6. Under no circumstances will any transportation equipment be operated on any roadway when any safety features are not functioning correctly.
- 4.7. The status of all transportation equipment will be assessed and reviewed during regular scheduled EHSMS Review activity.

DRIVERS

- 4.8. The Transportation Manager maintains a register of approved drivers of company equipment.
- 4.9. Each driver is assessed through review of a driving history record that encompasses the previous 3-year history of driving.
- 4.10. Any significant violation or event is cause for removal of driving status until such time as the issue is resolved and management discusses the situation.
- 4.11. All drivers are required and expected to obey all traffic laws and regulations for whichever county or state they are operating in.
- 4.12. Under no circumstances will lack of awareness of laws and regulations be a defense against illegal operation of any company equipment.
- 4.13. Drivers may be required to pay all traffic fines or penalties for personal violations within company equipment unless the cause is related to a failure of the company.
- 4.14. Drivers are required and expected to maintain all logs, records, permits, licenses appropriate to the classification of their license and the type equipment being operated.
- 4.15. When drivers do not have the necessary license or permits for designated company equipment they shall not operate the equipment on any public roadways.

SCHEDULED PICKUPS

- 4.16. The Transportation Manager maintains a schedule and route for all drivers and these schedules are communicated daily.
- 4.17. All drivers are expected to maintain communication with the Transportation Manager when performing any route.
- 4.18. All pickup activity is documented within STS-MA-2, Inbound Product Tracking Sheet.
- 4.19. For tracking purposes, the driver shall weigh each vehicle upon completion of each route and record these values.

SCHEDULED DELIVERIES

- 4.20. The Transportation Manager maintains all delivery schedules when necessary. All requirements for scheduled pickups apply for deliveries.

TRANSPORTATION SERVICES

- 4.21. The Transportation Manager assesses and approves all Transportation Service Providers prior to use.
- 4.22. Each Service Provider is required to provide evidence of conformance to all Transportation regulations including providing evidence of driving history of drivers, insurance coverage, and DOT permits, licenses, or other required documents, and other information as necessary prior to performing any work.
- 4.23. The Transportation Manager will review all received documents to ensure all requirements are fulfilled prior to including a service provider into our Approved Vendor List.
 - 4.23.1. **Obtain Bill of Lading (BOL) from the driver and verify against invoice to ensure destination address is consistent. This**



must be performed BEFORE BOL is signed, dated and returned to the driver.

4.23.2. Shipment cannot be released to driver unless all paperwork and destination address is verified as accurate.

4.24. All Transportation providers are expected to comply with all requirements of this procedure as well as appropriate rules and regulations for the county or state in which they are operating.

4.25. Under no circumstances will lack of awareness of laws and regulations be a defense against illegal operation of any vehicle containing company property.

LOADED and PACKAGING

4.26. All equipment will be loaded in compliance with regulatory requirements, and internal methods, or as required by customers provided instructions meet regulatory requirements.

4.27. The following factors will be considered when loading equipment during pickup and for delivery;

- Packaging
- Straps, banding, chains
- Placards, Signage, other documents
- Load Balancing including total overall weight
- Size, shape, container size
- Fragile Material

4.28. Handling of CRT monitors and similar equipment shall be such that the glass remains unbroken throughout all transport activity.

5. RECORDS

- 5.1. Driving Records
- 5.2. Transportation Service Providers Compliance Records
- 5.3. Licenses, Insurance Coverage, Permits
- 5.4. STS-TR-1, Vehicle Maintenance and Mileage Log
- 5.5. **Bill of Lading (BOL)**

6. RELATED DOCUMENTATION

- 6.1. STS-OP-13, Operational Controls



1. PURPOSE

The purpose of this procedure is to provide for a system of instructions, and to assign responsibilities for destruction of electronic data remaining on received equipment.

2. GENERAL / DEFINITIONS

- 2.1. **Data** – Data may be received in any format, for the purpose of this process data is defined as any information, programs, numbers, figures, calculations, formulas, pictures, or images contained in any hard copy or electronic format.
- 2.2. **Hard Copy** – Paper print, facsimile (including facsimile ribbons), drums, platens, or similar non-electronic form.
- 2.3. **Electronic (Soft Copy)** – Data contained within hard drives, RAM, ROM, disks, memory devices, mobile computing devices, networking equipment
- 2.4. **Clear** – A common method of data removal, typically performed by overwriting the data. This is not the preferred method for data destruction.
- 2.5. **Data Erasure** – Utilizing specialized software, this is the preferred method for data destruction when the device will be reused. Common data destruction protocols are defined within NIST SP800 88 or DOD 5220 22M, depending upon the sector for which the equipment was used.
- 2.6. **Purge** – A common method of data removal for damaged devices, the method typically utilizes a Degaussing device to purge data from the memory or storage hardware. This may be the best method for removal of data on damaged equipment.
- 2.7. **Destroy** – When the electronic device will be not be reused, this method is preferred for destruction of data as the entire device is destroyed, common methods are shredding, pulverizing, melting, or similar, permanently destructive method.
- 2.8. **Additional Definitions** - For the purpose of this procedures, definitions and data destructions methods defined within NIST SP800 88 may also be applied.

3. RESPONSIBILITIES

- 3.1. The IT/Data Destruction Manager has the responsibility and authority for managing this process and ensuring it is effectively implemented.

4. PROCESS

PREPARE FOR PROCESSING

- 4.1. *Hard Disk Drives serial numbers are scanned upon receipt or removal from equipment. Each serial number is logged for accountability.*



- 4.2. *Drives are sorted based upon capacity and type. Drives of undesirable capacity or type are moved to secure hold. Drives of desirable capacity and type are moved to internal data wipe according to this procedure.*
- 4.3. Drives designated to be reused (resale) require data erasure prior to release for sale.
- 4.4. Drives not designated to be reused (resale) will be destroyed, these include damaged or unusable drives, or drives designated for destruction by the customer.

DATA ERASURE

- 4.5. Each drive will have data wiped with appropriate software which completely erases all data from such devices.
- 4.6. The software is capable of processing multiple drives simultaneously for more efficient processing.
- 4.7. Once the erasure process is complete, the operator scans each disk drive to record the unique serial number of the drive, into the data destruct log.
- 4.8. Additional information captured in the log includes the seal number, method of destruction, and dates of erasure/destruction.
- 4.9. Upon completion of data erasure and/or destruction, a Certificate of Destruction is generated and provided to the customer.

DRIVE DESTRUCTION

Physical Destruction

- 4.10. All disk drives designated as scrap or unusable are collected, identified and released to an approved downstream vendor for physical destruction.
- 4.11. Upon receipt at such downstream vendor, or upon physical destruction, the downstream vendor will provide notification of effective processing as appropriate to the disk drives released. Where required by customer contract, specific certification of destruction may be required.

VERIFICATION OF DATA DESTRUCTION PROCESS

- 4.12. *Verification will occur as an ongoing process through installation of wiped drives. Based upon the current pre-build process.*
- 4.13. *During hard drive installation, the system BIOS will detect any drives which were not fully wiped and cause a system error.*
- 4.14. *Where any system error occurs the drive will be removed from use and an investigation performed to determine wipe (or other failure). The QC Work*



Order/Checklist will identify the serial number of the failed drive, including the Technician.

4.15. Where such testing or verification identifies a deficiency with the data erasure process, the software, system, and process shall be re-assessed to identify cause of nonconformance. When required Corrective Action will be taken in accordance with STS-OP-14, Corrective Action.

4.16. *The results of this test will be recorded and maintained.*

4.17. Records of completed verification will be maintained in accordance with STS-OP-10, Control of Records.

5. RECORDS

5.1. Data Erasure Log

5.2. Certificate of Destruction

5.3. QC Work Order/Checklist

6. RELATED DOCUMENTATION

6.1. STS-OP-05, Materials Monitoring and Tracking

6.2. STS-OP-10, Control of Records

NAME	POSITION	CLASS
Jesse Dixon	CDL	CDL-A
Jason McElfresh	CDL	CDL-A
John Angell	CDL	CDL-A
Victor Butch Wimer	CDL	CDL-A
Samuel C. Brazier	CDL	CDL-B
Ronald Grundy	CDL	CDL-A
Derrick Montgomery	CDL	CDL-A
Cory Geisler	Class C	C
Jason Myers	Class C	C
Garrett Williams	Class C	C
Josh Hubbard	Sales Manager (contact)	
Brian Townsend	Outside Sales manager	
Wayne Larson	Compliance and Logistics	
Tom Lemke	Trucking and Logistics	

STS Electronic Recycling, Inc.

Certificate of Destruction

Issued to
City of San Antonio
Reference # 9999

This is to certify that the electronic items received by STS Electronic Recycling, Inc. have been processed in accordance with Federal and State regulations. This certifies that all data has been erased or physically destroyed to National Institute of Standards and Technology (NIST) standards (NIST SP80088).

Date Received: 3/8/2018

Approved by: Brad Guidry, CIO STS Electronic Recycling, Inc.



Date Processed/Destroyed: 3/19/2018

Revision 3: 01/01/2018

Asset Destruction Audit

No.	Customer ID	Type	Serial Number	Reference Number	Date
1	City of San Antonio	LCD	1111111111	9999	3/8/2018
2	City of San Antonio	LCD	2222222222	9999	3/8/2018
3	City of San Antonio	HDD	3333333333	9999	3/8/2018
4	City of San Antonio	HDD	4444444444	9999	3/8/2018
5	City of San Antonio	Laptop	5555555555	9999	3/8/2018
6	City of San Antonio	Laptop	6666666666	9999	3/8/2018
7	City of San Antonio	Tower	7777777777	9999	3/8/2018
8	City of San Antonio	Tower	8888888888	9999	3/8/2018
9	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
10	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
11	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
12	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
13	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
14	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
15	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
16	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
17	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
18	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
19	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
20	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
21	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
22	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
23	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
24	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
25	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
26	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
27	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
28	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
29	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
30	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
31	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
32	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
33	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
34	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
35	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018
36	City of San Antonio	Tower	XXXXXXXXXX	9999	3/8/2018

ATTACHMENT B

REVISED PRICE / REVENUE SCHEDULE

Proposed Annual Price should be inclusive of any and all labor and materials, service equipment, tools, transportation, set up charges and miscellaneous services any and all fees you would charge to provide all services listed as necessary to complete the work as defined in the Section 004 - Scope of Service and in accordance with Section 006 - Term of Contract of this RFP if awarded a contract pursuant to this solicitation.

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

Item	Qty.	Equipment Type: Desktop, Laptop, Server, Storage	Mfr.	Processor Family	Processor Type	Memory	Hard Drive Size	Number of Drives	CD/DVD	Condition - Working / Nonworking	Price
1	3	Desktop	iMac 20"	Intel	Core 2 Duo 2.66 GHz	2 GB	320 GB	1	1	Working	\$50.00
2	756	Desktop	iMac 21.5"	Intel	i3	4 GB	500 GB	1	1	Working	\$65.00
3	922	Desktop	iMac 21.5"	Intel	i5	4 GB	500 GB	1	1	Working	\$120.00
4	22	Desktop	iMac 24"	Intel	Core 2 Duo 2.8 GHz	2 GB	320 GB	1	1	Working	\$70.00
5	7	Desktop	iMac 27"	Intel	i5	4 GB	500 GB	1	1	Working	\$160.00
6	60	Desktop	Mac Mini	Intel	i5	4 GB	500 GB	1	None	Working	\$30.00
7	5	Desktop	Mac Mini	Intel	i5	8 GB	500 GB	1	None	Working	\$30.00
8	2	Desktop	Mac Pro	Intel Xeon	Quad Core 2.0 GHz	1 GB	250 GB	1	1	Working	\$19.00
9	13	Desktop	Mac Pro	Intel Xeon	Quad Core 2.8 GHz	2 GB	320 GB	1	1	Working	\$50.00
10	2	Desktop	Mac Pro	Intel Xeon	Quad Core 2.8 GHz	3 GB	1 TB	1	1	Working	\$50.00
11	2	Desktop	Mac Pro	Intel Xeon	Quad Core 2.4 GHz	6 GB	1 TB	1	1	Working	\$50.00

12	2	Laptop	MacBook Air 11"	Intel	Core 2 Duo 1.4 GHz	2 GB	128 GB	1	None	Working	\$70.00
13	5	Laptop	MacBook Air 11"	Intel	i5	4 GB	4 GB	1	None	Working	\$120.00
14	1	Laptop	MacBook Air 13"	Intel	Core 2 Duo 1.6 GHz	2 GB	500 GB	1	None	Working	\$75.00
15	1	Laptop	MacBook Air 13"	Intel	i5	4 GB	500 GB	1	None	Working	\$170.00
16	2	Laptop	MacBook Pro 13"	Intel	Core 2 Duo 2.53 GHz	4 GB	250 GB	1	1	Working	\$75.00
17	2	Laptop	MacBook Pro 13"	Intel	i5	4 GB	500 GB	1	None	Working	\$170.00
18	2	Laptop	MacBook Pro 15"	Intel	Core 2 Duo 2.4 GHz	2 GB	200 GB	1	1	Working	\$75.00
19	5	Laptop	MacBook Pro 15"	Intel	Core 2 Duo 2.53 GHz	4 GB	250 GB	1	1	Working	\$75.00
20	4	Laptop	MacBook Pro 15"	Intel	i5	4 GB	500 GB	1	1	Working	\$160.00
21	8	Laptop	MacBook Pro 15"	Intel	i7	8 GB	500 GB	1	1	Working	\$160.00

* = Required fields



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see [Section 2-59 through 2-61](#) of the City's Ethics Code.

*This is a ☒ New Submission or ☐ Correction or ☐ Update to previous submission.

*1. Name of person submitting this disclosure form.

First: Josh M.I. Last: Hubbard Suffix:

*2. Contract information.

a) Contract or project name: SALE OF SURPLUS ELECTRONIC ASSETS RFP 18-030

b) Originating department:

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

STS Electronic Recycling

*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

☒ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

☐ Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

*5. List any individuals or entities that will be subcontractors on this contract.

☐ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

☒ List of subcontractors, including the name of the owner(s), and business name:

First American Metals

*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

☐ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a) any individual seeking contract with the city (Question 3)
- b) any owner or officer of entity seeking contract with the city (Question 3)
- c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e) the spouse of any individual listed in response to (a) through (d) above
- f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

☐ List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals 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:

- a) Legal signatory of a high-profile contract
- b) Any individual seeking a high-profile contract
- c) Any owner or officer of an entity seeking a high-profile contract
- d) The spouse of any of individual listed in response to (a) through (c) above
- e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. 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 contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

☐ I am aware of the following conflict(s) of interest:



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☒ No

☐ Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

*1. Updates Required

- ☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

* = Required fields



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

*3. Contribution Prohibitions for "High-Profile" Contracts

- ☒ This is not a high-profile contract.
☐ This is a high-profile contract.

*4. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- ☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*Oath

- ☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Josh Hubbard

Title: Sales Manager

Company Name or DBA: STS Electronic Recycling

Date: 02/16/2018

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966

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 a separate document.



CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Sale of Retired Apple Equipment*

PRIME CONTRACTOR NAME:

Please review the following information before completing the form:

1. Prime contractor must list ALL certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period (see page 2).
2. A Subcontractor/Supplier Utilization Plan that does not satisfy City subcontracting goal(s) placed on this solicitation and absent an approved Subcontracting Goal- Waiver (at the time of bld submission) by the Small Business Office will be deemed NON-RESPONSIVE.
3. For a Prime contractor or Subcontractor to count toward a City required subcontracting goal(s), the Prime contractor or Subcontractor must be SBEDA eligible and have the same certification(s) from the South Central Texas Regional Certification Agency (www.SCTRCA.org) as the City required subcontracting goal(s).

To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through SCTRCA AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. SBEDA eligibility can be verified through the link <http://www.sanantonio.gov/purchasing/vendorinformation/cosavendorlisting>. For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

To be Completed by City Staff			To be Completed by Prime Contractor		
SOLICITATION API's	EVALUATION POINTS APPLIED	CITY REQUIRED SUBCONTRACTING GOAL	PERCENT SBEDA ELIGIBLE PARTICIPATION	MEETING THE GOAL? (Y/N)	WAIVER SUBMITTED? (Y/N)
Small Business Enterprise (SBE) Prime Contract Program	5 points		N/A	<input type="text" value="NO"/>	<input type="text" value="N/A"/>
Minority and/or Woman Owned Business Enterprise (M/WBE) Prime Contract Program	5 points		N/A	<input type="text" value="NO"/>	<input type="text" value="N/A"/>
				<input type="text"/>	<input type="text"/>
				<input type="text"/>	<input type="text"/>

I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent:

Sign and Date: 2/16/18

Name: Josh Hubbard

Title: Sales Manager

Director or Designee of Economic Development:

Sign and Date:

☐ APPROVED

☐ DENIED

Version: 3/23/17 pg.1

All sections of the following table must be completed for all firms listed. List all certified or non-certified Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
PRIME CONTRACTOR	STS Electronic Recycling	No			998-29
SUB	First American Metal	No			998-29
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- x Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- x Non-professional Services: The local bidder's price must be within 3% of the price of the lowest nonlocal bidder for contracts of \$50,000 to under \$500,000;
- x Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- x Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) 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
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following: 1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, 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.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: SALE OF SURPLUS ELECTRONIC ASSETS RFP 18-030

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S /
RESPONDENT'S HEADQUARTERS:**

Name of Business:	STS Electronic Recycling	
Physical Address:	522 County Road 1520	
City, State, Zip Code:	Jacksonville, Texas 75766	
Phone Number:	903-589-3705	
Email Address:	Josh.hubbard@stsrecycle.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: <u>75</u>		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

ACKNOWLEDGEMENT


THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

BIDDER'S / RESPONDENT'S FULL NAME:

Josh Hubbard
(Print Name) Authorized Representative of Bidder / Respondent


(Signature) Authorized Representative of Bidder / Respondent

Sales Manager
Title

2/16/18
Date

**This Local Preference Identification Form must be submitted with the bidder's /
respondent's bid/proposal response.**

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Certification. The City relies on inclusion in the database of veteran-owned small businesses maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Preference. The VOSB preference applies to procurements of discretionary expenditure and revenue contracts for goods, services, and concessions, where the selection criteria are not limited by state or federal law. The preference consists of 5% of the evaluation points for a business that is certified as a Veteran-Owned Small Business. Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of VOSB ownership of a joint venture responding to solicitations for which discretionary points are applied. There are no points available for VOSB subcontractors.

Tracking. In order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both the primary contract and subcontract levels.

Exclusions. This program does not apply to any expenditure or revenue contract with a value that is less than the amount that is required to be bid pursuant to state law (Chapter 252, Texas Local Government Code, as amended), currently \$50,000 or less, or where limited by state or federal law.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- x The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- x A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- x Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, 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.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A VETERAN'S PREFERENCE. THE RESPONDENT MUST COMPLETE AND SUBMIT THE FOLLOWING FORM TO BE IDENTIFIED AS A VETERAN-OWNED SMALL BUSINESS. IF RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH VOSB MEMBER OF A JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

City of San Antonio
Veteran-Owned Small Business (VOSB) Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION IF RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT AND ANY OTHER DOCUMENTATION TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

INSTRUCTIONS x IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

x IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

x IF SUBMITTING AS PART OF A JOINT VENTURE, COMPLETE **SECTION 3** OF THIS FORM.

x IF SUBMITTING AS A JOINT VENTURE UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 2 AND 3** OF THIS FORM.

City of San Antonio
Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: SALE OF SURPLUS ELECTRONIC ASSETS RFP 18-030

Section 1: Prime Contractor

Name of PRIME CONTRACTOR:	STS Electronic recycling	
Physical Address:	520 County Road 1522	
City, State, Zip Code:	Jacksonville, Texas 75766	
Phone Number:	903-589-3705	
Email Address:	Josh.hubbard@stsrecycle.com	
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:	100%	
Participation Dollar Amount:		

Section 2: Subcontractor

Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		

City of San Antonio
Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Participation Dollar Amount:		
Section 3: Joint Ventures		
Is Respondent submitting as part of a joint venture? (circle one)	Yes	No
Name of Joint Venture VOSB Member:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

ACKNOWLEDGEMENT

THE STATE OF TEXAS

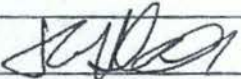
I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

Josh Hubbard
(Print Name) Authorized Representative of Respondent

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form



(Signature) Authorized Representative of Respondent

Sales Manager

Title

2/16/18

Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2018-314995

Date Filed:
02/16/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
STS Electronic recycling
Jacksonville, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of San Antonio

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
18-030
Purchasing Surplus Electronics

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Pate, Dannon	Jacksonville, TX United States	X	
	Norton, Steven	Jacksonville, TX United States	X	
	Guidry, Brad	Jacksonville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

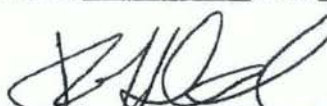
6 UNSWORN DECLARATION

My name is Josh Hubbard, and my date of birth is Oct. 31, 1986.

My address is 522 CR 1520, Jacksonville, TX, 75766, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cherokee County, State of Texas, on the 16 day of February, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

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

INSURANCE

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Information Technology Services Department which shall be clearly labeled "Purchase of Apple consumed equipment" 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 Information Technology Services 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	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: 1. a. Premises/Operations 2. b. Products/Completed Operations 3. 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	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Environmental impairment/pollution liability coverage (either as a stand-alone policy or as an endorsement to the CGL policy)	\$1,000,000 per occurrence

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.

City of San Antonio
Attn: Information Technology Services 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
500 W. 13th
Fort Worth TX 76102

CONTACT NAME: Ana Segura
PHONE (A/C, No, Ext): 817-349-2315 FAX (A/C, No): 817-347-6981
E-MAIL Address: asegura@higginbotham.net

INSURED
E-Waste Trucking, LLC
STS Electronic Recycling, Inc.
522 CR 1520
Jacksonville TX 75766

STSEL

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Republic Lloyds	19208
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 727482342

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP5507887	8/18/2017	8/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Comprehensive Deductible- \$3,000 and Collision Deductible- \$3,000- with the exception of the 1999 Toyota Pick up vin#1499 the collision is \$2000 Deductible

Certificate Holder is Additional Insured on the Automobile Policy subject to policy terms conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2018

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
500 W. 13th
Fort Worth TX 76102

CONTACT NAME: Ana Segura

PHONE (A/C, No, Ext): 817-349-2315

FAX (A/C, No): 817-347-6961

E-MAIL: asegura@higginbotham.net

ADDRESS: asegura@higginbotham.net

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: MIDLANDS MANAGEMENT OF TX

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
E-Waste Trucking, LLC
STS Electronic Recycling, Inc.
522 CR 1520
Jacksonville TX 75766

EWAST

COVERAGES

CERTIFICATE NUMBER: 1659566272

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GENTL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Occupational Accident Policy		PEM10096	12/14/2017	12/14/2018	See Limits Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CSL per Occurrence = \$10,000,000 ; CSL per Person = \$1,000,000; Medical Expense Deductible = \$1,000; Weekly Indemnity = 75% of weekly wage; Elimination Period = 7 days

Certificate Holder is Additional Insured on the Automobile Policy subject to policy terms conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2018

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
ROY ADAM JULIAN, JR. INSURANCE AGENCY		PHONE (A/C No. Ext):	
PO BOX 1048		FAX (A/C No.):	
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
Crockett TX 75835		INSURER A: EVANSTON INSURANCE COMPANY	
		NAIC # 35378	
INSURED		INSURER B:	
STS ELECTRONIC RECYCLING, INC.		INSURER C:	
522 CR 1520		INSURER D:	
		INSURER E:	
Jacksonville TX 75766		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					\$
	EXCESS LIAB					EACH OCCURRENCE \$
	DED RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy includes an additional insured endorsement that provides additional insured status to the certificate holder.

The policy includes a waiver of subrogation endorsement that provides additional insured status to the certificate holder.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Don Edwards
060490

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 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 Questionnaire 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.

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.

____STS Electronic Recycling____

Respondent Entity Name

Signature:  _____

Printed Name: Josh Hubbard

Title: Sales Manager

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

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

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	JH
Executive Summary	JH
General Information and References RFP Attachment A, Part One	JH
Experience, Background & Qualifications RFP Attachment A, Part Two	JH
Proposed Plan RFP Attachment A, Part Three	JH
Price Schedule RFP Attachment B	JH
+Contracts Disclosure Form RFP Attachment C	JH
+Litigation Disclosure Form RFP Attachment D	JH
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	JH
+Local Preference Program Form RFP Attachment F	JH
+Veteran-Owned Small Business Preference Program Form RFP Attachment G	JH
+Certificate of Interested Parties (Form 1295) RFP Attachment H	JH
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	JH
Financial Information - Dun and Bradstreet Financial Report	JH
+Signature Page RFP Attachment I	JH
Proposal Checklist RFP Attachment J	JH
One COMPLETE (1) Original, six (6) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO PRICING, SBEDA, LPP, AND/OR VOSB TO BE INCLUDED) and one (1) CD and USB flash drive of the COMPLETE proposal in PDF format if submitting in hard copy.	JH
+Signed Addendum(s), if applicable	JH

Documents marked with a "+" on this checklist require a signature. Be sure they are signed prior to submittal of proposal

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