

CITY OF SAN ANTONIO  
SOLID WASTE MANAGEMENT DEPARTMENT



REQUEST FOR PROPOSAL  
("RFP")

for

Brush Grinding Services  
(RFP 11-029)

**Release Date:** December 23, 2010

**Proposals Due:** January 28, 2011

**This solicitation has been identified as High-Profile.**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.**

Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10<sup>th</sup> business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

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

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

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## I. BACKGROUND

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

The City started brush grinding operations at the Bitters Brush Recycling Facility in the early 1980s. Essentially, the facility accepts material from City’s curbside brush program, other City departments, and residential and commercial customers. Material collected at the recycling facility consists of logs, brush, trees, Christmas trees, grass clippings, shrubs, and paper bagged leaves. All the material received is processed into mulch. The City currently produces and makes available two types of mulch: fine mulch and coarse mulch. Fine mulch is sold for \$0.03 a pound and coarse mulch is given away on a first come, first serve basis. The City provides loading services for any type of mulch at no additional charge to customers.

Due to program enhancements with the curbside brush and bulky program, the City is expanding its grinding operations to optimize operational efficiencies as well as deliver the highest quality of service at the most reasonable cost to our customers. The City is seeking proposals from qualified Respondents interested in providing operation of a brush grinding facility at the former Nelson Gardens Landfill Exhibit 6 in the southwest region of San Antonio, Texas.

## II. SCOPE OF SERVICES

Objectives of this solicitation include the City securing professional services of one (1) Respondent to provide brush grinding operations for the City of San Antonio Solid Waste Management Department and shall be equivalent to service levels currently provided at the Bitters Brush Recycling Center located at 1800 Bitters Road. Respondent shall provide improvements to site to include a scale, scale house, labor, equipment, transportation, supplies, insurance, permits, and other items required to successfully operate and maintain the entire operation for a brush grinding facility at the Nelson Gardens Landfill in the southwest region of San Antonio.

To accomplish the objectives and goals, the City anticipates entering into a service agreement contract for one of the following options: a ten (10) year term, a fifteen (15) year term or a twenty (20) year term. Respondent must have all construction completed and be prepared to commence operation on August 1, 2011. If Respondent is not ready by August 1, 2011, the negotiated contract that has been approved by City Council may be terminated. Any improvements made to the Nelson Gardens Landfill property (e.g., roads, utilities, scale house, etc.) will become the property of the City and will be relinquished to the City at the end of the contract term or upon early termination date. During the term of the contract, the City anticipates delivering between ten thousand (10,000) tons to fifty thousand (50,000) tons annually to this facility. The City will guarantee a minimum of ten thousand (10,000) tons annually to be delivered. The amount of brush tonnage delivered to the facility will vary throughout the year. The FY10 tonnage received at the Bitters Brush Recycling Center is shown in Exhibit 5.

All costs for recycling the brush delivered by City crews shall be included in the Respondents Pricing Schedule. Additionally, all ancillary costs as outlined in this RFP, which may include accepting Christmas Trees at no cost, extending the hours of operation after storm events, allowing San Antonio Solid Waste customers to enter at no charge during storm events and other

free events will be subsidized by the volume of brush provided by City crews and shall be included in the Respondents Pricing Schedule.

Respondent may also sell other landscaping related materials at the facility. The City has the sole discretion to approve or disapprove of the types of additional material being sold. The Respondent may perform composting on site if the Respondent is willing and able to obtain all appropriate permits and licensing. The Respondent must obtain prior approval from the City for all activities performed on site. All fees and revenue collected at the facility shall become the property of the Respondent. The City shall maintain the right to conduct periodic audits of the facility including but not limited to tonnages received, processed and sold and revenues received from the sale of other landscaping related materials at the facility.

This solicitation process is governed by law and rules pertaining to "discretionary contracts" to preserve public health, safety, and welfare. It is not a statutory competitive bid solicitation. Respondents interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

**The City reserves the right to cancel this RFP at anytime. The City will evaluate RFP response(s) against a separate contract for construction and City management of a mulch facility. Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the City, as determined by the City.**

### **SERVICES TO BE PROVIDED**

The services below set forth the minimum requirements to be performed by the Respondent.

- 1) Respondent shall be responsible for site security and shall open for business every day, except certain holidays as determined by the City. At a minimum, the facility shall be open to the public from 8:00 AM to 5:00 PM, 7 days a week with the exception of certain City holidays. The facility shall allow City of San Antonio brush trucks and vehicles to enter the site and unload beginning at 7:00 AM and continue after 5:00 PM, when necessary.
  - a. The facility will typically observe seven holidays annually: Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King, and Easter Sunday. The department Director reserves the option to modify this schedule.
  - b. The Director of Solid Waste Management may cancel or change dates or hours of operation upon providing the Respondent with seven (7) calendar day's written notice.
- 2) Materials to be received and processed at the recycling facility will consist of logs, brush, trees, Christmas trees, grass clippings, shrubs, and paper bagged leaves. Materials received may contain metal and other items that can damage grinding equipment. The City does not assume liability for damages caused by foreign material. No hazardous, industrial, or other types of regulated wastes will be accepted.
- 3) Materials shall be processed into a minimum of two (2) types of mulch and made available to the public: coarse mulch will have a maximum particle size that passes through a 5-inch screen, and fine mulch will have a maximum particle size that passes through a 2-inch screen.

- 4) All processed materials with the exception of a constant 100 cubic yards of fine mulch and 100 cubic yards of course mulch, which will be reserved and made available to the public, will be transported off-site within five (5) calendar days.
- 5) The San Antonio Water System (SAWS) and/or SAWS contractor authorized to make compost from SAWS biosolids, has the first right of refusal for all mulch except for the mulch specifically described as reserved for the public.
- 6) At a minimum, Respondent shall provide loading of both course and fine mulch at no additional charge.
- 7) Respondent shall establish a performance goal to process all incoming traffic queue within three (3) minutes of arrival to minimize wait times.
- 8) Respondent shall accept brush free of charge from residents during the City's free landfill days. The City schedules four (4) events per year that are typically held in the fall, spring, summer, and winter.
- 9) During the month of January, the Respondent shall accept live Christmas trees free of charge from residents and businesses. The trees will be processed, separate from other materials brought to facility, into fine mulch and shall be made available free of charge to residents until supplies are exhausted.
- 10) Respondent may be utilized for weather-related response as outlined.
  - a. As determined by the Solid Waste Management Director, facility shall increase hours of operation and suspend collection of residential fees for a period of one to two weeks following a storm event that creates significant downed tree limbs, leaves, etc.
  - b. Hours of operation may be modified to 8:00 a.m. to 8:00 p.m. for the duration of the weather-related response.

### **SPECIFICATIONS**

The specifications below set forth the minimum requirements for brush grinding operations.

1. Respondent shall improve the location to operate a brush grinding facility that meets the requirements of the RFP.
2. The location shall be located at the former Nelson Gardens Landfill in the southwest region of San Antonio.
3. Design requirements shall include a minimum of a scale, scale house, traffic lanes, designated areas for processing brush and storing mulch. Respondent is responsible for obtaining all necessary permits. Prior to construction, City shall approve all specifications, designs, and plans. Respondent shall make all necessary adjustments or changes as required by the City. City shall be provided a complete set of 'as build' construction documents after completion.
  - (a) Minimum of two (2) scales shall be installed on a concrete foundation. Scales will be a minimum of 70 feet long and 11 feet wide and have a gross weighing capacity of 120

tons. The scales shall have all associated parts, equipment; instrumentation maintained and shall be certified by trade standards as required throughout the term of the contract.

- (b) Scale house shall be equipped with all necessary instrumentation to track vehicle transactions electronically. In addition, scale house shall be suitable to meet the needs of the cashiering staff and shall be ADA compliant.
  - (c) Respondent will pay all associated utilities.
  - (d) Asphalt traffic lanes shall be required throughout the facility to accommodate easy navigation of traffic.
  - (e) Designated brush and mulch areas shall contain an impervious cover strong enough to sustain vehicle traffic utilizing drop-off or loading services.
- 4) Respondent shall provide all appropriate signage, approved by the City, to include the following information:
    - a. Owner and operator and under contract with City of San Antonio
    - b. Hours of Operation
    - c. Fees and services
  - 5) Respondent shall supply all levels of skilled workers necessary to successfully complete the services required under this contract.
  - 6) Respondent shall provide all equipment necessary to successfully complete the services required under this contract. Said material and equipment shall be supplied at the Respondent's own expense with no additional cost to the City. The City reserves the right to inspect and approve Respondent's equipment, necessary to this solicitation and contract, prior to the commencement of service. In addition, the City reserves the right to inspect and request improvement during the term of the contract.
  - 7) The Respondent shall provide all supplies necessary to successfully complete the services required under this contract.
  - 8) Respondent shall comply with all requirements in Title 30, Texas Administrative Code, Section 328.4 (30 TAC 328.4) for mulching and composting facilities located in Bexar County that store combustible materials.
    - At least 90 days prior to commencing new operations, the Respondent must file a Notice of Intent in accordance with 30 TAC 328.5 (b).
    - Storage time limits for combustible material equal to at least 90% by weight or volume accumulated the beginning of a 12-month period must be removed from the facility during each subsequent 12-month period. The 12-month period begins on the first day that materials are received for the new facility.
    - The facility shall not store processed or unprocessed combustible material in excess of the maximum volume of material indicated in the current Notice of Intent.

- All combustible material stored to produce mulch or compost must be ground so that 100% has a particle size of six inches or less in at least one dimension and 90% has a particle size of six inches or less in all dimensions no later than 90 days after receipt.
  - Unprocessed material shall not cover an area greater than 50,000 square feet at the facility, with no single pile exceeding 8,000 square feet. Processed material shall not cover an area greater than 25,000 square feet. No pile shall exceed 25 feet in height.
  - Fire lanes between all piles shall be a minimum of 40 feet.
  - An all-weather access road shall encircle the area used for processing and storage of combustible materials. At a minimum, the all-weather road shall have a 25-foot turning radius and shall be capable of accommodating firefighting vehicles during wet weather. The road shall be kept open and free of rubbish, equipment, or other materials at all times.
  - A buffer zone of a least 50 feet shall be established from all property boundaries to the edge of the areas receiving, processing, or storing combustible material.
  - The operator of the facility must maintain all records necessary to demonstrate compliance with all applicable local, state, and federal rules and regulations.
- 9) Respondent shall be responsible to ensure compliance with federal and state health and safety regulations. The Respondent shall be responsible for providing all items necessary relevant to fire suppression, traffic control, dust control, personal protective equipment, and sanitary provisions.
- 10) Minimum precautions to avoid fire will include the following:
- Daily cleaning of equipment to prevent flammable particles from building in areas that produce high heat.
  - Ensure all equipment and facilities contain properly tagged fire extinguishers that shall be accessible and visible.
  - Facility shall be equipped with sufficient water to preclude fire and must sustain adequate fire flow for a minimum of two hours.
  - Smoking is prohibited and “No Smoking” signs shall be posted in visible locations throughout the facility.
  - Piles shall be monitored for hotspots by inspecting for vents, smoke, or burnt smells and by measuring the temperature of the interior piles to ensure they do not exceed 70°C or 158°F. The Respondent shall take corrective actions if any of these conditions surface and immediately contact the Fire Department.
- 11) Respondent must provide a Traffic Control Plan for the approved site. All public traffic shall be permitted to pass with little inconvenience and delay as possible. Spillage along or across any public traveled way shall be removed immediately at the Respondent’s expense. All

fences, gates, barriers, barricades, lights, signs and other traffic control devices shall be furnished by the Respondent and shall give adequate warning to the public.

- 12) Dust control shall be performed by the Respondent as often as necessary to prevent dust from causing a nuisance to persons or businesses in the vicinity of the facility.
- 13) Respondent shall sweep all roads and access areas weekly to keep them clean and free of debris.
- 14) Respondent shall ensure all employees are equipped with the proper personal protective equipment necessary to perform safe operations.
- 15) Sanitary provisions such as restrooms facilities shall be made available to operations staff and the public.
- 16) Respondent shall notify the City in the event that Respondent is unable to complete performance of grinding operations. The City shall have the authority to suspend the work wholly or in part due to the failure of the Respondent's performance. The Respondent shall only resume when conditions are corrected and approved by the City.
- 17) **Any improvements made to the Nelson Gardens Landfill property (e.g., roads, utilities, scales and scale house, crew quarters, etc.) will become the property of the City and will be relinquished to the City at the end of the contract term or upon early termination date.**
- 18) Respondent and City shall designate a point of contact under this contract. City or authorized representative shall be allowed access at any time for inspection purposes.
- 19) Respondent's field staff shall politely greet any resident who approaches them with questions or concerns and attempt to respond to inquiries. City's designated representative shall respond to inquiries that Respondent cannot resolve.
- 20) City shall refer complaints regarding loss of or damage to public and/or private property to Respondent who shall repair, replace, or otherwise compensate for all damage to said property caused by Respondent's employees and Respondent's operations while performing this contract.
- 21) The Respondent shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. Respondent shall avoid any practice that would create a perception of nuisance, such as odors and litter. Respondent shall comply with the regulations, guidelines and standards set forth in Chapter 14 of the City of San Antonio Code. Respondent shall also comply with the Regulatory Compliance and Criminal History Warranty as outlined in RFP Exhibit 4. Respondent shall not accept remunerations from residents or anyone entity other than the City for services performed under this contract. Respondent's employees may not scavenge materials set out for collection. Materials collected outside the scope of this agreement shall not be intermingled with materials collected under this contract.
- 22) Respondent shall submit invoices for services rendered at a minimum of monthly while performing services under this contract. The City shall remit payment to Respondent for services provided under this Agreement within 30 days of approved invoice.

- a. All fees collected from operations will be retained by the Respondent. The City must approve of any other materials being sold at the facility.
  - b. Trip tickets shall be provided on all City brush trucks entering the facility.
- 23) The Respondent shall provide receipts that describe, at a minimum net tonnage, price per ton, payment received, and change due to customer.
- 24) Respondent shall provide the City trucks a receipt or ticket with the tonnage information, vehicle number, and other information necessary to determine appropriate billing and reporting.
- 25) The Respondent shall provide the City with reports on a monthly and annual basis which summarize the volumes and billings applicable to the City. The City reserves the right to audit the facility processes, procedures, reporting mechanisms, and reports. This audit can also include the data collection and process system (hardware and software systems) as well as compliance with all taxing agencies. Respondent shall allow City or authorized representatives access to all records pertaining to this contract.
- 26) Respondent warrants and certifies that Respondent and all other persons designated to provide said services required by this RFP shall have the requisite training, licenses and/or certifications. Additionally, the Respondent and any such other persons must meet all competence standards promulgated by authoritative bodies and regulatory agencies, such as Texas Commission on Environmental Quality, as applicable to the services provided.
- 27) In the event of failure to perform services, the Respondent may be held in default of the Contract. The City shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to customers in order to secure and protect the public health and safety. The need for uninterrupted operations of grinding services to the community is an imperative governmental function of the City and in this regard, the requirement for uninterrupted service is a material requirement of the contract.
- 28) During the contract term, if the current level of City services is modified, the City reserves the right to renegotiate contract prices based on the enhanced or reduced level of services to be provided. Respondent agrees to negotiate in good faith for additional or decreased services, if any are later proposed. Renegotiated services shall result in an amended contract that must be approved by City Council.
- 29) Respondent must provide pricing of cost per ton to process materials and shall be inclusive of all cost necessary to perform the services outlined in this RFP. The City intends to award one contract in response to this RFP. The Respondent shall be prepared to begin work upon execution of a contract.

### **III. OWNERSHIP AND LICENSES**

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the

behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

#### **IV. INTELLECTUAL PROPERTY**

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

1. Either:
  - a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
  - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
  - c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

2. Respondent further agrees to:
  - a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
  - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
  - c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

## V. TERM OF CONTRACT

The term of the agreement shall be for a period of one of the following options: a ten (10) year term, a fifteen (15) year term or a twenty (20) year term, after City Council approval, to begin upon commencement of operations starting August 1, 2011. If Respondent is not prepared to begin operation by August 1, 2011, the contract will be terminated.

## VI. PRE-PROPOSAL CONFERENCE AND SITE TOUR

A Pre-Proposal Conference will be held at 4410 W. Piedras Dr. at **9:30 a.m., Local Time, on January 5, 2011**. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Proposal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Proposal Conference is optional, but highly recommended. Site Tours of the Nelson Gardens Landfill will be available at the conclusion of the conference for those interested. No Transportation will be provided. Respondent is responsible for their transportation to and from the site after the conference is complete.

This meeting place is accessible to disabled persons. The Solid Waste Management Offices at 4410 W. Piedras are wheelchair accessible. The accessible entrance is located at 4410 W. Piedras. Accessible parking spaces are located at 4410 W. Piedras Auxiliary aids and services

are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Proposal Conference shall be preliminary. A written summary of the Pre-Proposal Conference shall contain official responses, if any. Any oral response given at the Pre-Proposal Conference that is not confirmed in the written summary of the Pre-Proposal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section X – Restrictions on Communication, after the conclusion of the Pre-Proposal Conference.

## VII. PROPOSAL REQUIREMENTS

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

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

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

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

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

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

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

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

Instructions for completing the Discretionary Contracts Disclosure form:

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

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

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

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

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

TAB I – PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider’s commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

TAB J – PROPOSAL BOND: Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept Circular 570) in the amount of **\$100,000.00**

The proposal bond must provide assurance that the proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the proposal, and will provide the required performance bond, if awarded the contract. It shall provide that failure to enter into the contract, if awarded, or to provide the required performance bond, may result in a forfeiture of the proposal bond. The Proposal Bond shall be valid for **one hundred eighty (180) days** following the deadline for submission of proposals.

The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule.

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

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

TAB L – SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment F. The Signature Page must be signed by a

person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

TAB M – ADDENDUMS (if any): Respondent shall sign and submit all addendums (if any) issued for this RFP. Changes to the RFP will be posted to the City of San Antonio’s Bidding & contracting Opportunities Website, <http://epay.sanantonio.gov/RFPListings/>. It is Respondent’s responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. Place Addendums, if any, within Respondent’s ORIGINAL Proposal.

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

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

## VIII. AMENDMENTS TO RFP

Amendments to the RFP, including written responses to questions received in compliance with Section X, Restrictions on Communication, may be posted as addendums on the City’s website at <http://epay.sanantonio.gov/RFPListings/>. It is Respondent’s responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section X, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

## IX. SUBMISSION OF PROPOSALS

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

All proposals must be received in the City Clerk's Office no later than **2:00 p.m., Local Time**, on **January 28, 2011** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk’s Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the

possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office  
Attn: Solid Waste Management Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office  
Attn: Solid Waste Management Department  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFP Attachment A – Respondent Questionnaire may not exceed 100 pages total in length. Each proposal must include the sections and attachments in the sequence listed in the RFP Section VII, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.
- C. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

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

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

#### **X. RESTRICTIONS ON COMMUNICATION**

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

Exceptions to the Restrictions on Communication with City employees include:

- 1. Respondents may ask verbal questions concerning this RFP at the Pre-proposal Conference.
- 2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **4:30 p.m., Local Time, on January 10, 2011**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Grace Solis, Contract Coordinator  
City of San Antonio, Solid Waste Management Department  
[Grace.Solis@sanantonio.gov](mailto:Grace.Solis@sanantonio.gov)

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

- 3. Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Ram Srinivasan. Mr. Srinivasan may be reached by telephone at (210) 207-0071 or by e-mail at [ram.srinivasan@sanantonio.gov](mailto:ram.srinivasan@sanantonio.gov). Contacts to the Small Business Office regarding this RFP after the proposal due date is not permitted.

4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
  5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

## **XI. EVALUATION CRITERIA**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Experience, Background, Qualifications (20 points)
- B. Proposed Plan (30 points)
- C. Price (30 points)
- D. Small Business Economic Development Advocacy Program (SBEDA) (20 points):
  1. A maximum of ten percentage (10%) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors. (For example, if a non-local prime contractor subcontracts with a local subcontractor for 50% of the work, they are eligible for up to five points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs. (For example, if a prime contractor subcontracts with a small, minority and/or a small, woman business enterprise for 50% of the work, they are eligible for up to 2.5 points).

S/MBEs and/or S/WBEs must be certified by the South Central Texas Regional Certification Agency, the City's certifying agency, or approved by the Director of International and Economic Development or designee to be considered HUEs.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
  - a. One percent (1%) for submission/approval of the SBEDA form.
  - b. One percent (1%) for meeting/exceeding the MBE goal.
  - c. One percent (1%) for meeting/exceeding the WBE goal.
  - d. One percent (1%) for meeting/exceeding the AABE goal.
  - e. One percent (1%) for meeting/exceeding the SBE goal.

## **XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

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

### **XIII. PERFORMANCE BOND**

If selected, Respondent shall provide a performance bond, in a form acceptable to the City, made

payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of **\$1,000,000.00**. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

#### **XIV. SCHEDULE OF EVENTS**

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

RFP Release Date	December 23, 2010
Pre-Proposal Conference	January 5, 2011 @ 9:30 a.m.
Final Questions Accepted	January 10, 2011 @ 4:30 p.m.
Proposals Due	January 28, 2011 @ 2:00 p.m.

## **RFP ATTACHMENTS**

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

**RFP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION**

**To be submitted with Respondent’s Proposal as TAB B**

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

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_

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

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller’s Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller’s TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

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

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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**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.

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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.

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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.

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**REFERENCES**

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

**Reference No. 1:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_  
Date and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_  
Date and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_

**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_  
Date and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_

## **RFP ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

#### **To be submitted with Respondent's Proposal as TAB C**

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
6. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
7. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

**RFP ATTACHMENTA, PART THREE**

**PROPOSED PLAN**

**To be submitted with Respondent's Proposal as TAB D**

Prepare and submit the following items.

1. Provide a detail description on how your firm will improve the site location to operate as a brush grinding facility that meets the requirements of this RFP. In this plan, provide in detail access roads that will be used as an entrance and exit locations on this site.
2. Describe the work area and improvements such as concrete, asphalt, millings that might be used to implement the work area for these services. Describe the scale, scale house and personnel to staff the site and their operations. Describe in detail the equipment to be used for complete operation of these services on site. Provide a design plan that should include the following the minimum requirements: scale, scale house, traffic lanes, designated areas for processing brush and storing mulch.
  - a. Minimum of two (2) scales shall be installed on a concrete foundation. Scales will be a minimum of 70 feet long and 11 feet wide and have a gross weighing capacity of 120 tons. The scales shall have all associated parts, equipment; instrumentation maintained and shall be certified by trade standards as required throughout the term of the contract.
  - b. Scale house shall be equipped with all necessary instrumentation to track vehicle transactions electronically. In addition, scale house shall be suitable to meet the needs of the cashiering staff and shall be ADA compliant.
  - c. Asphalt traffic lanes shall be required throughout the facility to accommodate easy navigation of traffic.
  - d. Designated brush and mulch areas shall contain an impervious cover strong enough to sustain vehicle traffic utilizing drop-off or loading services.
3. Provide samples of signage that will be provide to include the following:
  - a. Owner and operator and under contract with City of San Antonio
  - b. Hours of Operation
  - c. Fees and services
4. Provide an equipment list and detail of all equipment necessary to successfully complete the services required under this contract.
5. Provide a supply list and detail of all supplies necessary to successfully complete the services required under this contract.
6. Provide a Traffic Control Plan for the site location. The plan should allow that all public traffic shall be permitted to pass with little inconvenience and delay as possible and to

include all fences, gates, barriers, barricades, lights, signs and other traffic control devices shall be furnished by the Respondent and shall give adequate warning to the public.

7. Provide samples of trucks receipt or ticket with the tonnage information, vehicle number, and other information necessary to determine appropriate billing and reporting for the City.
8. Provide a timeline for complete construction and implementation of site and when the site would be targeted for completion for opening of operations. Provide a cost associated for these improvements proposed to the site.
9. Provide a plan on your firm will minimize wait times to enter and exit the site. Describe how you will process material to meet requirements of the State, City and this RFP.
10. Provide a quality control/assurance plan with procedures as well as an audit plan regarding billing and operations will be conducted on site.
11. Describe additional plans and/or improvements to the site that your firm thinks will be a valuable asset and contribution to these services. For example, do you intend to sell compost as well as mulch, will you sell designer mulches, composts, gravel, rock, etc.?
12. Provide anticipated revenue and quantities collected from the sale of all materials.
13. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

**RFP ATTACHMENT B**

**PRICE SCHEDULE**

**To be submitted with Respondent's Proposal as TABLE**

**PRICING SCHEDULE**

Submit price schedule for the three (3) option terms; ten (10) year, fifteen (15) year, or twenty (20) year term. This pricing schedule includes all costs to construct, operate, and maintain a brush mulching facility as outlined in this RFP. The City estimates that it may generate and dispose of 10,000 tons to potentially 50,000 tons annually. The City guarantees delivery of a minimum of 10,000 tons of brush to facility annually. This pricing shall reflect the costs for disposal and all ancillary requirements to operate this mulching facility on the City’s behalf. Respondent must provide pricing of cost per ton to process materials and shall be inclusive of all cost necessary to perform the services outlined in this RFP.

**TERM OPTIONS**

**10 Year Term**

Charges for Brush Disposal:			Other Charges for both residents and other entities:	
City	*Residents	**Other entities	Fine Mulch	Coarse Mulch
\$_____/per ton	\$_____/per ton	\$_____/per ton	\$_____/per pound	\$_____/per pound
*Residents - customers that show a CPS bill assessing a Solid Waste Fee **Entities other than City or Residents				

**15 Year Term**

Charges for Brush Disposal:			Other Charges for both residents and other entities:	
City	*Residents	**Other entities	Fine Mulch	Coarse Mulch
\$_____/per ton	\$_____/per ton	\$_____/per ton	\$_____/per pound	\$_____/per pound
*Residents - customers that show a CPS bill assessing a Solid Waste Fee **Entities other than City or Residents				

**20 Year Term**

Charges for Brush Disposal:			Other Charges for both residents and other entities:	
City	*Residents	**Other entities	Fine Mulch	Coarse Mulch
\$_____/per ton	\$_____/per ton	\$_____/per ton	\$_____/per pound	\$_____/per pound
*Residents - customers that show a CPS bill assessing a Solid Waste Fee **Entities other than City or Residents				

**RFP ATTACHMENT C**

**DISCRETIONARY CONTRACTS DISCLOSURE FORM**

**To be submitted with Respondent's Proposal as TAB F**

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

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

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

**RFP ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

**To be submitted with Respondent's Proposal as TAB G**

## LITIGATION DISCLOSURE

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

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

Yes  No

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes  No

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

Yes  No

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

**RFP ATTACHMENT E**

**GOOD FAITH EFFORT PLAN FORM**

**SBEDA FORM**

**To be submitted with Respondent's Proposal as TAB H**

**GOOD FAITH EFFORT PLAN**  
(Page 1 of 4)

**NAME OF PROJECT:** Brush Grinding Services

**BIDDER/PROPOSER INFORMATION:**

Name of Bidder/Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

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

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

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

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified,

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

**GOOD FAITH EFFORT PLAN**  
*(Page 2 of 4)*

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of International and Economic Development and Director of the appropriate contracting department (through the proposal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

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

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

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

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

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

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

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**GOOD FAITH EFFORT PLAN**  
*(Page 3 of 4)*

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

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

- 8. Please attach a copy of your company’s MBE-WBE-AABE-SBE policy.
  
- 9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.  


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



**RFP ATTACHMENT F**

**SIGNATURE PAGE**

**To be submitted with Respondent's Proposal as TAB L**

**SIGNATURE PAGE**

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

\_\_\_\_\_  
Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s proposal and during Proposal process.
5. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
6. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
7. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

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

**RFP ATTACHMENT G**  
**PROPOSAL CHECKLIST**

**To be submitted with Respondent's Proposal as TAB N**

## PROPOSAL CHECKLIST

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

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

**\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

**RFP EXHIBIT 1**

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

## SMALL BUSINESS PROGRAM

### 1. **Small Business Participation**

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

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

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

business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE’s category of contracting for at least one year.

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

3. **Goals for Small Business Participation**

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

<b>MBE</b>	<b>31%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>2.2%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X’s** compliance with the Small Business goals under this scenario would be as follows:

	City’s Small Business Goals	Prime Contractor X’s Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

#### **4. Good Faith Effort Required**

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

#### **5. SBE-MBE-WBE-AABE Certification Required**

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

#### **6. Small Business Program Information**

Interested Respondents are encouraged to contact the Small Business Office for information regarding the City's Small Business Program in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-8151.

**RFP EXHIBIT 2**  
**INSURANCE REQUIREMENTS**

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

**INSURANCE**

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Solid Waste Management Department, which shall be clearly labeled “**Brush Grinding Services**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Solid Waste Management Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

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

C) A Respondent’s financial integrity is of interest to the City; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations  d. Personal Injury e. Contractual Liability *f. Environmental Impairment/ Impact – sufficiently broad to cover disposal	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

liability. g. Damage to property rented by you	g. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;
- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers’ compensation, employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

**RFP EXHIBIT 3**  
**INDEMNIFICATION REQUIREMENTS**

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

## INDEMNIFICATION

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

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

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

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

**RFP EXHIBIT 4**

**REGULATORY COMPLIANCE AND CRIMINAL  
HISTORY WARRANTY; ACKNOWLEDGEMENT OF  
FIDUCIARY DUTY OWED BY CONTRACTOR TO CITY**

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

- (a) **Compliance Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [Contractor] must demonstrate to the CITY's satisfaction that bidder [Contractor] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. **By submission of a bid or proposal in response to this solicitation, bidder [Contractor] Warrants to the CITY that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the CONTRACTOR.** Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter which may reflect upon the CONTRACTOR's competency and integrity. The City relies upon CONTRACTOR's Warranty and shall treat the CONTRACTOR as having a special fiduciary duty to the CITY in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. CONTRACTOR acknowledges such fiduciary duty to the CITY, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. CONTRACTOR warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against CONTRACTOR or those persons (employees/affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is pending against CONTRACTOR or those persons, regardless of category or class of violation or potential violation. If any such matters are pending, CONTRACTOR must reveal and explain those matters in writing at the time his/her/its bid [proposal] is tendered to the City. If any such matters have been resolved, during the last five (5) years, CONTRACTOR must similarly reveal and explain same to the CITY with the bid [proposal] submission. The CITY retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning CONTRACTOR, its operations, or employees / agents / representatives may impact the responsible status of CONTRACTOR, i.e., render the CONTRACTOR unqualified, or detract from CONTRACTOR's competency standing. In reliance on CONTRACTOR's Warranty, the CITY reserves to itself the right to terminate the Contract, without further obligation upon the CITY and without further recourse or remedy for the CONTRACTOR except that the CITY shall duly pay CONTRACTOR for work or services performed to date of termination, should the CITY determine, following award of the Contract that CONTRACTOR failed to reveal and explain to the CITY's satisfaction any such matters having regulatory or criminal import or implications.
- (b) **Criminal Histories. Pending and Resolved; Termination. CONTRACTOR must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to CONTRACTOR's person, and to all persons working for CONTRACTOR in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with**

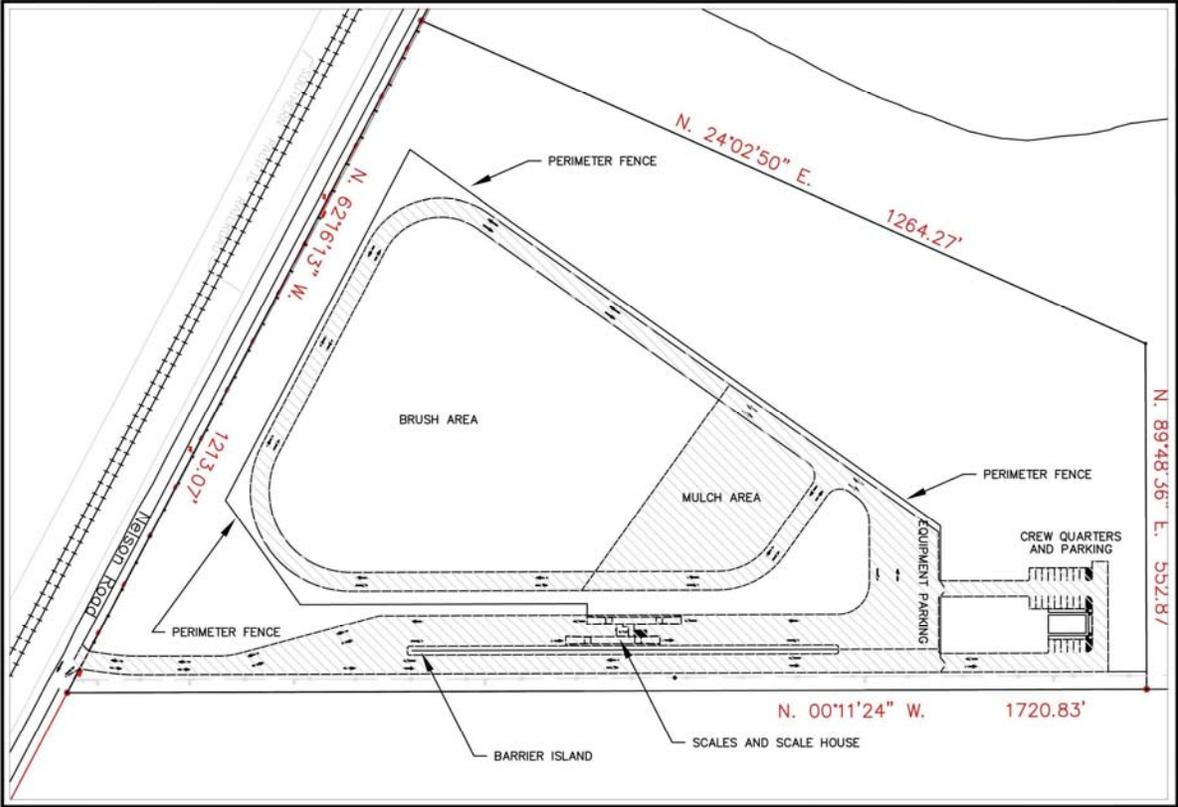
**CONTRACTOR's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, CONTRACTOR must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [Proponent's] response to the CITY's solicitation, shall be grounds for the CITY's termination of the Contract, should such information come to the CITY's attention after award of the contract; in which case, CONTRACTOR shall be without recourse and remedy, except for the CITY's payment to CONTRACTOR for services or work performed up to date of termination.**

- (c) **Voidable Contract:** CONTRACTOR's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the CITY's discretion, with no compensation due CONTRACTOR, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the CITY's judgment, as to place the CITY in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid CONTRACTOR, in the event of a voided contract, shall be recoverable by the CITY, in addition to and cumulative of any other legal or equitable remedies the CITY may have. CONTRACTOR understands the CITY shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from CONTRACTOR to CITY and due to the CITY's reliance on the CONTRACTOR's Warranty of Regulatory Compliance and clean Criminal History.

**RFP EXHIBIT 5****Tonnage Received at the Bitters Brush Recycling Center for FY10**

<b>Summary:</b>	<b>Loads</b>	<b>Tons</b>
Brush Coll Prog.	2,999	14,668.40
Brush - Other CoSA	1,158	1,640.00
Brush - Comm/Non Res.	8,256	6,563.92
Brush - Residential	47,841	11,982.84
Christmas Trees	414	173.91
Fire Wood/Logs	41	23.80
Mulch	2,218	1,171.93
Mulch – Xmas	338	189.51
Mulch – Coarse	6,239	20,903.43
Mulch - Env Svcs	5	19.01
Mulch - Other CoSA	353	586.75
No Tarp Fee	16	
Totals	69,878	57,923.50
Total Brush Received:	60,668	35,029.07
Total Mulch Exported:	9,153	22,870.63

### RFP EXHIBIT 6 Map of Nelson Brush Facility



**SWMD**

NELSON BRUSH FACILITY  
NELSON ROAD SAN ANTONIO, TEXAS

FIG.