

AN ORDINANCE 2008-11-20-1057

AUTHORIZING A THREE YEAR CONTRACT WITH BFI WASTE SERVICES OF TEXAS, L.P., DBA ALLIED WASTE SERVICES OF SAN ANTONIO, TO PROVIDE SOLID WASTE, RECYCLING AND DISPOSAL SERVICES TO DESIGNATED AREAS IN THE NORTHEAST AND WEST SERVICE AREAS, FOR AN ESTIMATED FIRST YEAR COST OF \$1,981,353.00.

* * * * *

WHEREAS, since these areas were annexed by the City of San Antonio in 1996, they have been successfully serviced by private companies and there are currently 5,280 residential units in the Northeast Service Area and 5,046 residential units being serviced in the West Service Area, for a total of 10,326 homes to be serviced; and

WHEREAS, a Request for Proposal was issued by the Solid Waste Management Department, two responses were received and evaluated, and the evaluation committee selected BFI Waste Services of Texas, L.P. dba Allied Waste Services of San Antonio; and

WHEREAS, the initial term of this contract is January 1, 2009 through December 31, 2011, with the option of two, one-year renewals, with pricing reevaluated each year of the contract, on a per home, per month basis; the pricing for the initial three year term is \$15.99 per month, per home for year one, \$16.79 per month, per home for year two, and \$17.62 per month, per home for year three; and

WHEREAS, during the first year of this contract, the areas will be converted to the automated two-cart collection system in accordance with the City's multi-year automated collection system phase-in plan; and

WHEREAS, approval of this ordinance authorizes expenditures in the approximate amount of \$1,981,353.00 for the first year of the proposed contract, understanding that this amount may fluctuate based on the total number of homes serviced, and this is an annual contract; funding has been budgeted within the Solid Waste Management Department which is part of the Environmental Services Enterprise Fund and there are sufficient funds to cover the total estimated annual cost of \$1,981,353.00; **NOW THEREFORE**,

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

SECTION 1. BFI Waste Services of Texas, L.P. dba Allied Waste Services of San Antonio, is hereby selected to provide solid waste, recycling and disposal services to designated areas in the Northeast and West Service Areas for the City of San Antonio as the most qualified respondent to the Request for Proposal. A copy of the Agreement, Request for Proposal and response is attached and incorporated herein verbatim for all purposes as **Attachment I**.

SECTION 2. The City Manager, or her designee, or the Directors of the Solid Waste Management Department and Purchasing & Contract Services Department, are authorized to execute any and all documents necessary to enter into this contract with BFI Waste Services of

Texas, L.P. dba Allied Waste Services of San Antonio, for an initial three year period with two one-year renewal options, based upon the Request for Proposal and proposal response incorporated herein at an estimated first year price of \$1,981,353.00.

SECTION 3. The Directors of the Solid Waste Management Department and Purchasing & Contract Services Departments, are authorized to exercise and execute on behalf of the City the one-year optional terms for this Agreement, on conditions identical to those recited in the original two-year Agreement. Material deviation from the original contract terms will require the contract to be considered through a subsequent ordinance and approval by the City Council.

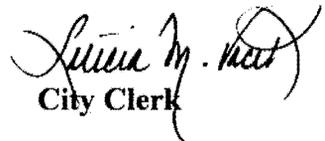
SECTION 4. The following appropriations, transfers, and fund adjustments, as may be necessary to effect this Ordinance, are authorized as follows:

- (a) Funding for this ordinance is available in Fund 55001000 Solid Waste Management, Cost Center 5501010001 Office of the Director, General Ledger 5204045 Contracted Collection Services as part of the FY09 Budget.
- (b) Payment not to exceed \$1,981,353.00 is authorized to BFI Waste Services of Texas, L.P. dba Allied Waste Services of San Antonio, and should be encumbered with a purchase order.
- (c) The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall take effect ten days after the date of passage.

PASSED AND APPROVED this 20th day of November, 2008.

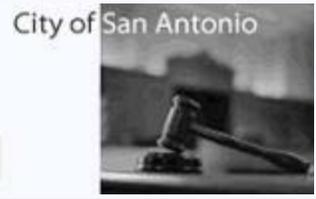

M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
 for **City Attorney**



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 46

Name:	9, 10, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30A, 30B, 30C, 30D, 30E, 30F, 30G, 30H, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 (Revised by Councilman Rowe at 12/11/08 meeting)
Date:	11/20/2008
Time:	05:35:26 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a two-year contract with BFI Waste Services of Texas, L.P., dba Allied Waste Services of San Antonio, to provide solid waste, recycling and disposal services to designated areas in the Northeast and West Service Areas for an estimated first-year cost of \$1,981,353.00. [Frances A. Gonzalez, Assistant City Manager; David McCary, Director, Solid Waste Management]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3	x					
Philip A. Cortez	District 4	x					
Lourdes Galvan	District 5		x				x
Delicia Herrera	District 6		x			x	
Justin Rodriguez	District 7	x					
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND BFI WASTE SERVICES OF TEXAS, L.P. dba
ALLIED WASTE SERVICES OF SAN ANTONIO**

FOR

**"Solid Waste Recycling and Disposal Services for the Northeast Service Area and
West Service Area"**

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (hereinafter referred to as the "Agreement"), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as "City"), and

**BFI Waste Services of Texas, L.P. dba
Allied Waste Services of San Antonio
4542 S.E. Loop 410
San Antonio, Texas 78222**

a corporation (hereinafter referred to as "Allied Waste"), incorporated under the laws of the State of Texas, said Agreement being executed by the City pursuant to Ordinance No. _____, passed and approved by the City Council on _____, 2008.

Contract Documents. Terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are **attached** and fully incorporated herein verbatim for all purposes:

1. Exhibit I, a Request for Proposal (RFP) package, issued by the City, dated August 24, 2008, and entitled "RFP for Solid Waste, Recycling and Disposal Services for the Northeast Service Area and West Service Area".
2. Exhibit II, Addendum No. 1, September 12, 2008 (4 pages, responses to questions at the Pre-Submittal Conference on September 9, 2008).
3. Exhibit III, Addendum No. 2, September 16, 2008 (1 page, additional responses to Pre-Submittal Conference September 9, 2008).
4. Exhibit IV, Allied Waste Proposal in response to the subject RFP, dated September 23, 2008 (39 pages).
5. Exhibit V, Allied Waste Pricing Schedule (3 pages as attachment F in the RFP, dated October 20, 2008).

6. Exhibit VI, Allied Waste clarification letter (13 pages, dated October 20, 2008)
7. Exhibit VII, Allied Waste clarification letter, (1 page, dated October 27, 2008).
8. Copy of enabling Ordinance No. _____

Incorporation by Reference. All of Allied Waste's Proposal, dated September 23, 2008 (Exhibit IV referenced above), submitted by Rudy Rodriguez, Manager of Governmental Affairs and Municipal Services, including but not limited to Attachment F, Pricing Schedule (Exhibit V) and the clarification letters (Exhibits VI and VII) are fully incorporated herein by reference, verbatim, in their entirety, for all purposes.

All of which documents, those attached and incorporated; and those incorporated by reference, constitute the contract documents for this Agreement. The RFP and its adjustments / amendments shall govern Allied Waste's responsive proposal; this Integration Agreement shall govern both the RFP and the responsive proposal; and the enabling Ordinance shall govern all.

It is anticipated that the amount of the contract will fluctuate based on the total number of homes serviced. This is an annual contract and funding has been budgeted within the Solid Waste Management Department which is part of the Environmental Services Enterprise Fund. There are sufficient funds to cover the expenditures in the approximate amount of \$1,981,353.00 for the first year of the proposed contract. As authorized by the Ordinance, annual contract compensation shall not exceed the amount budgeted in the Department's annual budget. In regard to compensation, the City does not guarantee any minimum volume of work.

Exceptions and Adjustments to RFP:

It is understood and agreed that in connection with Allied Waste's submittal of its proposal for the RFP, certain exceptions were taken by Allied Waste and after discussion with the City, the following changes to the RFP are agreed to by the Parties and hereby adopted:

1. Under RFP Section II.A.3 - Conversion to automated services. The date to start the conversion to automated services under the contract is changed from "not later than April 1, 2009" to "not later than May 1, 2009". There is no change in the per home monthly rate as bid on Attachment F.
2. RFP Section II.1 - Storm damage or natural disaster clean-up and disposal (page 10 of the RFP). Add the following paragraph: For a Presidentially declared disaster, if the CITY receives federal grant assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. section 1521, et seq., then any eligible work Allied Waste performs may be reimbursed at the quoted exception rate as a cost, if that cost is an eligible cost for eligible work as provided in FEMA 325 (Debris Management Guidelines) and the cost is covered by the public assistance grant as received By the CITY.
3. RFP Section IV- Term of Contract and Optional Performance
Northeast and West Service Area Agreement.

Terms/Adjusted Level of Service remains as stated in the RFP with the CPI adjustment for renewal as detailed.

- 4. RFP Attachment F – Pricing Schedule. No annual rate increases or adjustments for years 2009, 2010 or 2011 other than as bid by Allied Waste in accordance with RFP Section IV and RFP Attachment F.
- 5. There are no other changes, exceptions or adjustments to the RFP or any other contract documents described above.

Work Start Date: Work shall start immediately upon instruction to Allied Waste from the Department of Solid Waste Management, but no sooner than January 1, 2009, for performance of various City projects described in the RFP's scope of services or contract documents identified above.

Annual Term of Performance and Termination Date: The term of this Agreement shall be for a three year period and shall commence January 1, 2009, unless provided otherwise in the enabling Ordinance, and end on December 31, 2011, subject to renewal for two (2) optional one-year terms to be effected and executed by the Director of Solid Waste Management and approval by the City Council and contingent upon funding available, as may be authorized in the enabling Ordinance cited above and subsequent annual budget ordinances. Optional renewal terms shall commence January 1st and terminate on December 31th of the respective calendar years for purposes of calculating respective optional term periods. Subsequent optional renewals must have City Council approval.

Agreed, Consented to, and Executed this ____ day of November, 2008.

CITY OF SAN ANTONIO

BFI WASTE SERVICES OF TEXAS,
L.P. dba ALLIED
WASTE SERVICES OF
SAN ANTONIO

by _____
City Manager, Assistant City Manager, or
an Assistant to the City Manager

by R. E. J.
Title: MAN OF GOVT AFFAIRS
Printed name: Rudely Rodriguez

Approved as to form:
Office of the City Attorney
Michael Bernard
City Attorney

By _____
Assistant City Attorney

CITY OF SAN ANTONIO

Solid Waste Management Department



REQUEST FOR PROPOSAL ("RFP")

for

**Solid Waste, Recycling and Disposal Services
for the Northeast Service Area and West Service Area**

**Issued: August 24, 2008
Proposals Due: September 23, 2008**

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I. BACKGROUND

The City of San Antonio, (“CITY”), Solid Waste Management Department seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, recycling collection and disposal. Services shall be provided within two (2) areas, the Northeast Service Area, previously identified as Longs Creek and the West Service Area, previously identified as Heritage Northwest, for an approximate total of 10,326 residential units.

The CITY is transitioning the collection method for garbage and recycling to the automated two-cart system. The successful proponent will be required to transition these two areas during the first year of this contract. The CITY’s goal is to optimize operational efficiencies as well as receive the highest quality of service at most reasonable cost.

Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the CITY, as determined by the CITY based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts" to preserve public health, safety, and welfare. It is not a statutory competitive bid solicitation. The CITY reserves the right not to award the contracts, or to amend or negotiate terms of the contracts after reviewing proposals that have been submitted at any time while proposals are pending. CONTRACTORS (Proponents) interested in performing these services must submit a proposal in accordance with the minimum requirements contained in this document. Proponents may offer proposals for one or both service areas.

Service Areas: The Northeast Service Area consists of approximately 5,280 residential units while the West Service Area consists of approximately 5,046 residential units. Current collection schedules for each service area along with approximate physical boundaries are detailed in RFP Exhibit A - Map of Service Areas and Days of Collection. With the progression of neighborhood developments as well as residential unit increases, the CITY may opt to extend or adjust the boundaries of each area as required.

Estimated Tonnage and Residential Units: Over the life of the contract, the residential unit counts are subject to upward adjustments as housing development grows in the service areas. To enlarge a service area, adjusted residential counts will be mutually agreed upon by the CITY and CONTRACTOR from time to time. The CITY shall bill each residential customer and pay the CONTRACTOR for each residential unit in the service area according to the current price provided under the resultant contract. Volume information that may be used for estimating purposes is shown below. Data reflects 2007 annual reported tonnages for brush/bulky and manually-collected garbage and recycling and the CITY’s current averages for automated collection:

2007 Annual Tonnage per area:			
	Garbage/ Refuse	Brush & Bulky	Recycling Commingled
Northeast	11,879	593	227
West	11,076	596	239

The City’s per home average for automated 2-cart collection routes is:

Garbage: 0.08 tons/month

Commingled Recycling: 0.02 tons/month

Planned Unit Development (PUD) Service: Within each service area, self-contained subdivisions, known as a Planned Unit Development (PUD), may also be included. If the CITY receives proper indemnification from the community association or individual property owners, the CITY may collect the solid waste by means of CITY crews or a CONTRACTOR. In the event that the CITY or its CONTRACTOR does not collect solid waste within a PUD, all units will be exempted from payment of solid waste fees on the condition those units provide evidence to the CITY ensuring acceptable removal of all solid waste by private means. The CONTRACTOR will not be required to provide service to these exempt units and the CONTRACTOR will not be compensated for such by the CITY. The CITY is not liable to the CONTRACTOR if the PUD terminates CITY services which may include CONTRACTOR's services. The CITY will attempt to provide CONTRACTOR with a 30-day advance written notice of termination for a PUD service area. The successful CONTRACTOR shall be provided a list of all City served PUDs and gate codes within the awarded service area(s).

II. SCOPE OF SERVICES

Solid waste services provided by the CONTRACTOR shall be equivalent to service levels currently provided to other City of San Antonio residents as described within this RFP. Costs of all services and disposal are the responsibility of the Contractor and are to be included in the CONTRACTOR's proposed price.

The CONTRACTOR shall agree to perform at a minimum, the basic services outlined below. All services shall be clearly described in Proponent's Plan for Service Delivery Section of the Proponent Questionnaire and Proposed Plan for Service Delivery (Attachment A to the RFP) and proposed pricing shall be included in the Proponent's Pricing Schedule(s) (Attachment F to the RFP).

All services shall be performed in accordance with applicable provisions of the City Code, Chapter 14, SOLID WASTE.

A. Collection Procedures and Schedule:

- 1. Collection Daily Hours:** The CONTRACTOR shall perform curbside garbage and recycling collection service no earlier than 7:00 a.m. on the scheduled collection day. CONTRACTOR shall notify the Department when any route (within the service area) is commenced after 10:00 a.m. and is not projected to be completed by 5:00 p.m.
- 2. Collection Days:** The CITY prefers that the CONTRACTOR retain the current garbage and recycling collection days now being observed in the service area. (Refer to RFP Exhibit A - Map of Service Areas and Days of Collection for the current days of collection schedule.) Proposed alternate days of collection, if any, shall be detailed in the CONTRACTOR's submittal under the Proposed Plan for Service Delivery section of the Proponent Questionnaire (RFP Attachment A). Changes to the collection day schedule must be presented to the Department Director or designee for approval.
- 3. Conversion to Automated Service:** Not later than April 1, 2009, or as extended by the Director, CONTRACTOR shall begin conversion of the collection method for garbage and recycling service to automated two-cart service. The service level will be one

collection per week for garbage (brown container) and one collection per week for recycling (blue container-commingled):

i. **CITY's** role in conversion:

1. Coordinate customer outreach.
2. Mail notices to impacted customers.
3. Conduct a public meeting near each route area.
4. Provide a 96-gallon brown automated container for garbage and a 96-gallon blue automated container for recycling along with an informational packet to each resident.
5. Offer substitute 48-gallon automated containers of each color to those residents who qualify.
6. Certify residents who qualify for Collection Assistance Service (as described below).

ii. **CONTRACTOR's** role in conversion:

1. Provide proposed route areas, days of collection and start dates for each route to the CITY not later than February 1, 2009.
 2. Provide CITY a listing of homes that CONTRACTOR feels cannot be successfully automated.
 3. Attend public meetings
 4. Provide collection vehicles with lifting mechanisms compatible with automated container types as described in RFP Exhibit H.
 5. Commence service to each route according to the agreed upon conversion schedule.
 6. Transition period: In order to successfully acclimate residents to the new service method, for one week following conversion to automated service, CONTRACTOR may be required to provide service both manually and automated.
4. **Commercial Establishments:** CONTRACTOR shall also be responsible for collecting garbage from certain qualified commercial establishments. Said establishments shall set out garbage utilizing only pre-printed City of San Antonio plastic bags or shall have a City of San Antonio sticker affixed. Commercial establishments shall only set out only wastes that the CITY has determined meets the requirements and limitations of the State's Regulatory Definition of Municipal Solid Waste as described in this RFP, Section XVIII. - Glossary; Paragraph I. - Commercial Units. This responsibility/requirement does not include Hazardous Waste and Industrial Waste as defined in this RFP, Section XVIII. – Glossary, Paragraph P. - Hazardous Waste and Industrial Waste.
5. **Non-Collection Holidays:** The Department observes four to six holidays for garbage and recycling collection, specifically Thanksgiving Day, the day after Thanksgiving,

Christmas Day, New Year's Day and Martin Luther King Day. In the event that the Department opts to observe any additional holiday(s), or modify the holiday schedule, the CITY shall provide advance notification to CONTRACTOR of such change. CONTRACTOR is required to follow the CITY's collection schedule, to include provision of alternate collection (Slide) days following, or prior to, observed holidays.

6. During the initial 90-day period of this contract, or until residential service is converted to automated collection, CONTRACTOR shall provide recycling bins to new participants and newly constructed homes and shall provide replacements for damaged or missing bins. Bins shall be delivered to residents in a timely manner after request from resident. Bin design shall be in accordance to size, capacity and graphics as outlined in Exhibit G. Ownership of recycling bins reverts to the CITY, upon delivery to resident.
7. The CITY and CONTRACTOR hereby understand and agree that participation in the Curbside Recycling Program is voluntary on the part of the resident. To promote maximum participation in this program, the CONTRACTOR shall agree to participate in CITY and community recycling education programs. Presentations to schools and neighborhood associations within the service area shall be listed on the CONTRACTOR's monthly report to be provided to the Department (please refer to Monthly Contract Report Form included herein as Exhibit F).
8. If rear-load garbage trucks are to be used to collect recyclables, CONTRACTOR shall affix a sign on the truck to read: "RECYCLING COLLECTION". The sign shall not be displayed when the truck is used for garbage collection.

B. Automated Collection of Garbage and Recyclables The CONTRACTOR shall render the following services pertaining to automated collection of garbage and recycling:

1. Provide one weekly collection for garbage and one weekly collection for recycling. Service shall occur on separate days, with collection days paired as Monday-Thursday, Tuesday-Friday or Wednesday-Saturday. E.g.: Garbage collection occurs on Monday and recycling collection for the same route occurs on Thursday. Recycling collection may be set on the first or second day of the week in each area.
2. CONTRACTOR shall only service City-provided automated containers. Containers owned by residents shall not be serviced. Items set beside or outside the City-provided container shall not be serviced.
3. **Collection Assistance:** This service is available to homes where there is no resident physically capable of rolling the automated container to the collection point on collection day. CONTRACTOR shall provide walk up service to those residents who certify and are qualified by the CITY as outlined below:
 - (i) Resident submits written certification to the CITY.
 - (ii) CITY notifies CONTRACTOR of eligibility
 - (iii) CONTRACTOR meets with resident and attains mutual agreement on a set-out location

- (iv) On collection day, CONTRACTOR retrieves the container, rolls it to the truck, empties it and rolls it back to the agreed upon location.
4. At no time will blue (recycling) containers be emptied into trucks servicing garbage routes. Conversely, brown (garbage) containers will not be emptied into trucks servicing recycling routes.
 5. **Special Collection Service** is available at no charge to residents twice annually. Special Collection Service is performed for automated customers who have occasional excess garbage, including bagged leaves that would not otherwise be managed during the weekly garbage service. This service is provided manually in bags or boxes, weighing 40 pounds or less. Up to 50 bags of leaves are allowable. Other items generated as the result of moving into or out of a home are also eligible for a Special Collection Service. Requests are initiated by residents via a telephone call to the CITY's 311 system and will be relayed to CONTRACTOR. CONTRACTOR shall service these requests on the next Wednesday after having received notice from the CITY.
 6. **Additional Special Collection Service.** Residents desiring more than two Special Collection Services annually shall be assessed a fee for each event. CONTRACTOR shall collect and retain fees for Additional Special Collections. Service, type of materials and handling requirements are the same as those for the twice-annual no-charge Special Collections.

C. Recyclable Materials

1. The CONTRACTOR agrees to collect and transport recycling commodities collected through the Curbside Recycling Program to the CITY's recycling processor. Curbsorting of recyclables is not required. Allowable recycling items may be co-mingled. Recyclable materials as defined by the CITY are listed in Section XVIII - Glossary, Paragraph Y - Recyclable Materials. The CONTRACTOR shall not be authorized to add or delete any materials from those listed, unless directed by the Department Director. The cost for this service shall be included in the monthly solid waste contract fee charged per residential unit in each service area. In the event that the CITY adds or deletes items from the Curbside Recycling Program during the term of the contract, the CONTRACTOR shall agree to comply and provide performance accordingly.
2. The CONTRACTOR shall deliver recyclables collected to the CITY's recycling processor, Vista Fibers, currently located at 3003 Aniol Street, San Antonio, Texas. Processing and marketing of recycling commodities will be covered under the CITY's existing contract with Vista Fibers of San Antonio, Ltd. (City Ordinance 99386). Recycling processing costs will be borne by the CITY and all revenues received from the sale of recyclables are the property of the CITY. CONTRACTOR shall comply with the terms of the Vista Fibers contract related to hours of operation, weighing of vehicles, allowable percentage of non-acceptable materials (contamination rate) and audits of loads delivered. Additionally, CONTRACTOR shall comply with any site rules and procedures set by Vista Fibers while CONTRACTOR's trucks and employees are on-site. At no time shall recycling commodities collected outside the scope of this contract be intermixed with those described herein. If the City's recycling processor

changes or relocates during the term of this contract, CONTRACTOR shall utilize the new processor and/or new location.

3. All recyclable materials placed out at the curb for the purpose of the Curbside Recycling Program shall be recycled and not disposed in a landfill. CONTRACTOR's failure to abide by obligations of the Curbside Recycling Program by disposing of recyclables at a landfill or co-mingling with solid waste collection without prior written authorization by the Department Director or designated representative, shall constitute a material breach of contract. In such case, the CITY at its discretion may terminate this contract for cause upon ten (10) days notice to CONTRACTOR, without opportunity for cure, there being no cure for lost recycling opportunities.

D. **Brush and Bulky Item Collection:** The CONTRACTOR shall render the following solid waste services pertaining to scheduled brush and bulky items curbside pickups and illegal dump clean ups:

1. Two (2) scheduled curbside brush, white goods, and bulky item collections per year. During said collection periods, all brush, bulky waste and illegal dumps within the CITY rights-of-ways shall also be picked up, as detailed in Exhibit B - Summary of Services to be provided by Contractor.
2. Brush and Bulky Item Collection Notification: The CONTRACTOR shall be responsible for providing and hand-delivering a printed notice to all single-family residential units within specified service area(s) prior to scheduled brush and bulky item collections. These notices must be delivered a minimum of two (2) weekends, not two full weeks, in advance of scheduled collection service.
 - i. CONTRACTOR's printed notice shall use language, color, format and size as described in Exhibit C - Brush and Bulky Item Collection Notice Specifications and Notice Sample. Prior to the first collection under this contract, CONTRACTOR shall provide CITY a sample notice for approval. Any revision(s) to the notice wording must receive prior written authorization from the CITY.
 - ii. The CITY reserves the right to revise the method, schedule, and/or format of the notification and shall provide CONTRACTOR with advance notice of any such revisions.
3. Brush and Bulky Item Collection Areas: The CONTRACTOR shall divide and arrange the service areas so that the collection event for each scheduled area shall be completed within a period of one (1) week.
4. CONTRACTOR shall notify the CITY of any boundary and/or perimeter modifications to brush and bulky item collection areas, brush and bulky item collection schedule, or notification schedule within a minimum of two weekends before collection commences in a designated area.
5. The CONTRACTOR shall notify the CITY in the event that CONTRACTOR is unable to complete scheduled area collection within a one-week period. In the event that a second delay occurs in which the CONTRACTOR is not able to complete the scheduled area collections within a second one-week period, the CITY shall reserve the right to use CITY personnel and equipment to complete collection within said

scheduled area. The CITY shall also charge the CONTRACTOR for all costs incurred to address CONTRACTOR's lapse in service. The CITY at its sole discretion may take into consideration delays caused by inclement weather conditions.

6. When possible, brush should be recycled for re-use. Metal and tires should also be recycled by the CONTRACTOR.
 7. CONTRACTOR must also respond to requests from the City Council and the department for illegal dump cleanups. CONTRACTOR must abate violations of CITY's Solid Waste Code, also known as Chapter 14, within a 48-hour period from the initial request (Refer to Section XVIII - Glossary, Paragraph CC). Cost of said service shall be included in CONTRACTOR's proposed price.
- E. **Out-of-Cycle Brush, Bulky Items and White Goods Collection:** In addition to the scheduled brush and bulky item collections, CONTRACTOR shall provide pick-up service as requested by rate payers.
1. The Out-of-Cycle fees that CONTRACTOR shall charge to customers requesting said service shall be based upon the load size and the CITY's fee schedule set by and approved under ordinance each October by City Council (Refer to Exhibit D – Solid Waste Service Fees, Table 1: Fees for Out-of-Cycle Brush, Bulky Items, and White Goods Collection). The CITY may update fee schedule on an annual basis in which the CONTRACTOR must abide.
 2. Out-of-Cycle fees shall be collected in advance by the CONTRACTOR from the customer requesting said service. The charge collected by the CONTRACTOR must be identical to the CITY's fee schedule. The quality of Out-of-Cycle service provided by the CONTRACTOR shall be equivalent to that provided by the CITY. Within 48 hours of pre-payment, CONTRACTOR shall complete service for the customer's out-of cycle request. CONTRACTOR may retain these fees.
- F. **Dead Animal Collection and Disposal Service:** The CONTRACTOR shall provide curbside collection and disposal of dead animals or carcasses; seven (7) days a week including holidays (refer to Section XVIII - Glossary, Paragraphs H and K). The service schedule for dead animal collection is as follows: Week days (Monday through Friday) from 8:30 a.m. until 6:30 p.m., and on weekends from 9:00 a.m. until 5:00 p.m.
1. This service must be rendered within 24 hours of CONTRACTOR's receipt of a service request from the CITY, citizen, or veterinarian clinic.
 2. In the event that the CONTRACTOR fails to respond in the allotted time to a dead animal pick up request, the CITY shall fulfill stated request and charge the CONTRACTOR \$25.00 per service request performed (refer to Section XVIII - Glossary, Paragraphs H and K and Exhibit B – Summary of Services to be provided by Contractor).
- G. **Christmas Tree Collection:** CONTRACTOR shall provide curbside collection of Christmas trees, an annual event as scheduled by the CITY.
- H. **Annual Citywide Clean-up Event:** CONTRACTOR shall provide personnel and equipment necessary to operate a temporary residential drop-off site. The CITY shall coordinate with the CONTRACTOR thirty (30) days prior to scheduled event, which is usually held each April.

- I. **Storm damage or natural disaster clean-up and disposal** in the service areas shall be provided within thirty (30) days from date of notice to the CONTRACTOR as may be instructed by the Department Director or designated CITY representative. Cost of this service shall be included in the proposed price. Determination of storm damage or natural disaster, requiring CONTRACTOR's response, shall be made by the Department Director or designated CITY representative.
- J. **Community clean-ups** shall be conducted by CONTRACTOR upon request by the Department in accordance with service levels provided to other City of San Antonio residents by the Department. This shall also include participation in the Dial-A-Trailer Program and Neighborhood Sweeps (as defined in Section XVIII- Glossary, Paragraph M – Dial-A-Trailer Program; and Paragraph S -Neighborhood Sweeps) that are coordinated by the CITY. The CONTRACTOR shall bear all costs relating to equipment and personnel required to operate an event site or to conduct a neighborhood sweep in a designated neighborhood area. The CITY will coordinate with the CONTRACTOR at least two weeks prior to each event.
- K. **Customer Service Office and Procedures:** The CONTRACTOR shall provide a customer service office to facilitate service in specified service area(s) and to ensure that customer service requests are resolved in accordance with the CITY's Service Level Agreements (SLA) Time Commitments (refer to Exhibit E - Service Level Agreement (SLA) and Time Commitments for Customer Service). The CONTRACTOR shall provide to the CITY a monthly list of all service requests made to and referred to the CONTRACTOR. The CITY will maintain a record of all service requests in the CITY's customer service database.
 1. **Customer Service Requests:** Initial customer service requests that result in work orders are typically received by the CITY's Customer Service Call Center (311). Thereafter, the CITY generates a work order and forwards such request to the CONTRACTOR via electronic-mail (e-mail). Depending on the type of request and/or urgency, information may also be relayed by telephone. Each City work order will include the following:
 - a. Work order number
 - b. Customer name and telephone number
 - c. Address including house number and street name
 - d. Date and time of call
 - e. Request Type
 2. **Closed Customer Service Request:** Once the work order has been satisfied or resolved, CONTRACTOR shall close the work order by resubmitting it, in the form of a completed service request, to the CITY by e-mail. The completed service request shall include:
 - a. Work order number
 - b. Customer address including house number and street name
 - c. Date of service
 - d. Action taken to satisfy or resolve service request

3. In the event that the CONTRACTOR is unable to complete a work order within the SLA time commitments (refer to Exhibit E - Service Level Agreement (SLA) and Time Commitments for Customer Service), the CONTRACTOR shall notify the CITY, explaining the problem and actions taken. CONTRACTOR shall coordinate with CITY to develop an acceptable course of action in order to complete the service request.
 4. CONTRACTOR must provide and be capable of providing response to service requests on a 7-day, 24-hour basis. The CONTRACTOR shall provide the CITY with a list of emergency contacts with valid telephone information.
- L. **Material and Equipment:** CONTRACTOR shall be responsible for furnishing all material, supplies, and equipment necessary to fulfill the contract. Said material and equipment shall be supplied at the CONTRACTOR's own expense with no additional cost to the CITY, to effectively serve the service areas with solid waste collection, disposal, and recycling services. The CITY reserves the right to inspect and approve CONTRACTOR's materials and equipment, necessary to this solicitation and contract, prior to the commencement of services. Such materials and equipment shall include, but are not limited to:
1. Collection vehicles for residential garbage collection
 2. Recycling collection vehicles to be used for recycling material pick-up;
 3. Brush/bulky item collection vehicles; and
 4. Dead animal collection vehicles.
- M. **Loss or damage by Contractor Employees / Operations:** CITY shall refer complaints regarding loss of or damage to public and/or private property to CONTRACTOR who shall repair, replace, or otherwise compensate for all damage to said property caused by CONTRACTOR's employees and CONTRACTOR's operations while performing this contract.
- N. **Labor:** In addition to the materials and equipment set out in Section II - Scope of Services, Paragraph L, CONTRACTOR shall also supply all levels of skill and labor necessary to successfully complete all solid waste services required under this contract.
- O. **Transportation, Storage and Legal Disposal Costs:** The CONTRACTOR shall supply all necessary transportation and storage facilities for all materials and equipment necessary to perform all services described in this contract. The CONTRACTOR shall also be responsible for the legal disposal of non-recyclable waste at a State approved facility. Similarly, all transportation and storage functions shall be duly licensed or qualified under regulation, as may be necessary to environmental, health and safety compliance and Contractor shall pay all state fees imposed by the Texas Health and Safety Code, Chapter 361, Sec. 361.013.
- P. **Taxes, Governmental Fees and Charges:** The CONTRACTOR shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this contract. The CONTRACTOR specifically agrees to pay all CITY solid waste vehicle licensing and permitting fees imposed by City Code Chapter 14, Sec. 14-22, that is a material condition of the contract.

- Q. **Compliance:** The CONTRACTOR shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. CONTRACTOR shall avoid any practice that would create a perception of nuisance, such as odors and litter. CONTRACTOR shall comply with the regulations, guidelines and standards set forth in Chapter 14 of the City of San Antonio Code. CONTRACTOR shall also comply with the Regulatory Compliance and Criminal History Warranty as outlined in RFP Attachment D.
- R. **Monthly Report:** CONTRACTOR shall complete and submit a Monthly Contract Report form (refer to Exhibit F - Monthly Contract Report) to the CITY no later than the 15th day of the following month. CONTRACTOR shall attach to the report a summary of all customer service requests received during the previous month to include customer address, request type and CONTRACTOR's resolution. The total number of service requests received should be tallied prior to submittal to the CITY. The report shall also include a summary of CONTRACTOR's recycling education activities for that month.
- S. **Billing Protocols:** The CITY shall bill and collect from all residential units receiving solid waste collection services within specified service areas. The CITY shall bill in accordance with the fee schedule established by the City Council of the City of San Antonio. As between CONTRACTOR and CITY, billing Protocol Steps include the following:
1. At the start of the initial contract period, the CONTRACTOR and the CITY shall mutually agree upon the number of residential units to be serviced. Thereafter, a residential unit count shall occur at the end of each calendar quarter. A CONTRACTOR representative and a CITY representative shall be present during the residential unit count of each service area. Mutual consent on the number of residential units to be served shall be required in writing from both the CONTRACTOR and the CITY. The revised residential unit count will be effective at the start of each calendar quarter.
 2. Residential Unit Count Criteria: For counting and billing purposes, a newly constructed residential unit shall not be presumed to be occupied by the resident during the calendar quarter. The CITY's and CONTRACTOR's surveyors shall give special scrutiny to newly constructed residential units which shall be presumed to be un-occupied unless domestic occupation is evident. Where there is no evident domestic occupancy in a newly constructed unit and/or there is a "for sale" or other marketing sign present, a presumption of non-occupancy shall arise to eliminate the unit for billing purposes. For billing and payment purposes, businesses, community centers and City-owned facilities receiving service under this agreement shall be counted as residential units.
 3. The CITY shall remit payment to CONTRACTOR for services provided under this Agreement within twenty-five (25) days following the end of the month. No payment shall be provided for non-pickups.
- T. **Discontinuing Collection:** The CONTRACTOR shall discontinue garbage collection at any residential unit within 24 hours following receipt of written notice from the CITY.

Upon further written notification by the CITY, the CONTRACTOR shall resume collection on the next regularly scheduled collection day.

- U. **Landfill Approval and Contractual Tonnage Commitments:** CONTRACTOR shall provide a list of all legal disposal site(s) it intends to utilize with its submittal under RFP Attachment A – Proponent Questionnaire and Proposed Plan for Service Delivery section. Prior to commencement of Contract, the Department reserves the right to review and approve the CONTRACTOR’s disposal sites. If an existing long-term CITY disposal contract is held by the CONTRACTOR, waste that is generated and managed under this contract and delivered to CONTRACTOR’s disposal site shall be credited toward the CITY’s contractual tonnage obligation to the CONTRACTOR. CONTRACTOR shall include the cost of disposal in its proposal pricing.

III. CERTIFICATIONS

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

IV. TERM OF CONTRACT AND OPTIONAL PERFORMANCE TERMS / ADJUSTED LEVEL OF SERVICES

Commencement. The day legislated by City Council for commencing residential solid waste collection and disposal service is expected to be January 1, 2009.

Expiration. The term of this Contract shall be for a three (3) year period beginning on January 1, 2009, and ending December 31, 2011. All optional terms, if any, shall commence on January 1st and end on December 31st of the respective calendar years.

Options. The CITY shall have the option to renew this Contract for two (2) additional one (1) year terms. There is no guarantee to the CONTRACTOR that the CITY will exercise this option to continue this contract beyond the initial 36-month period.

CONTRACTOR understands and agrees that if the CITY exercises its renewal option(s) under this Agreement for one or more one (1) year performance term(s), the only adjustments to provisions and conditions may be the CONTRACTOR’s compensation amount, as per the formula below, and adjustment in the number of residential units serviced or enlargement of the service area. Modification of compensation for any renewal term shall be subject to a Consumer Price Index (CPI). The CPI adjustment used will be based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index-Urban Wage Earners and Clerical Workers South Urban (all items) adjustment. During each successive optional term, if any, this adjustment shall not vary more than five percent (5%) from the preceding year’s base compensation amount.

Adjusted level of services. During the contract term, if the current level of CITY services as described in Exhibit B – Summary of Services to be Provided by Contractor is modified, the CITY reserves the right to renegotiate contract prices based on the enhanced level of services to be provided. Examples of modified levels of service could include increased numbers of brush pickups or other services the City Council may add during the contract period(s). CONTRACTOR agrees to negotiate in good faith for additional services, if any are later proposed. Renegotiated services shall result in an amended contract that must be approved by City Council. Similarly, if the service level is directed by the City Council to be diminished or reduced, rather than enhanced, Contractor agrees to negotiate in good faith to adjust the contract price accordingly.

V. INTERRUPTION OF SERVICE: OFFSET FOR CITY’S RESPONSE COSTS

In the event that service is interrupted for any reason for more than forty-eight (48) hours or the CONTRACTOR fails to perform ninety percent (90%) of collection area or route, the CONTRACTOR 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 sanitation service to customers in order to secure and protect the public health and safety. Any costs that the CITY incurs for addressing interruption or disruption of service shall be assessed to the CONTRACTOR. In addition, the CITY shall deduct its expenses as charges off setting the CITY’s obligations otherwise owed the CONTRACTOR. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, the CITY shall have the right to terminate the contract upon notice to the CONTRACTOR. The need for uninterrupted sanitation 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 and time is of the essence where such services are concerned.

- a) **Weather Disruptions or Emergencies:** The CITY will notify CONTRACTOR to delay or postpone collection due to hazardous roadway conditions or adverse weather situations. If possible, the CITY will notify the CONTRACTOR no later than 6:00 a.m. of collection day. The CITY will also notify the media of such non-collection days. Upon such CITY notification, the CONTRACTOR shall resume scheduled service if the CITY and CONTRACTOR determine it is feasible and safe. If such adverse condition continues for a second consecutive day or more, the CONTRACTOR shall resume collection on the first day of regular collection service.
- b) **Missed Collections:** Should the CONTRACTOR fail to collect on a scheduled day for causes within the CONTRACTOR’s control, the CONTRACTOR shall expeditiously complete collection by the end of the following business day or immediately upon CONTRACTOR being notified by the CITY, whichever occurs first. CONTRACTOR shall contact residents regarding non-compliant materials or materials set out after the collection time.
- c) **Agreed Offsets: Performance Shortfalls.** In the event that the CITY finds, through CITY investigations, receipt of complaints, or notices, that the CONTRACTOR has performed acts, omissions, and/or incidents described in the table below, the CITY at its own discretion may withhold the amount set forth in the table below as an offset against the

monthly payment to the CONTRACTOR. Contractor shall and does hereby agree to the offset protocol as detailed below.

ACT or INCIDENT	AGREED OFFSETS
Commencement of collection prior to 7:00 a.m., except as expressly permitted herein.	\$100 per incident (truck servicing a route is considered an incident)
Failure to collect missed garbage or recyclables for an address within one business day after complaint/service request has been received.	\$25 per incident or maximum of \$250 per truck per day
Subsequent missed garbage or recyclables collection for an address within one month	\$50 per subsequent incident
Missed garbage/recycling collection of city block (three or more houses per one city block)	\$100 per city block
Subsequent misses of garbage and recycling collection at an address within three months after CONTRACTOR's receipt of 2 nd notice regarding non-collection.	\$250 per address
Subsequent misses of garbage and recycling collection of a city block (three or more houses per one city block) within three months after CONTRACTOR's receipt of 2 nd notice regarding non-collection.	\$500 per city block
Failure to deliver recycling bin within two weeks of service request.	\$25 per container per week
Incorrect brush and bulky item collection notification	\$200 per collection area*
Scheduled brush and bulky item collection area not completed by the allotted deadline	\$500 per day
The time commitment of Customer SLA according to Exhibit E is not attained	\$25 per incident

*Note: The CITY shall allow the CONTRACTOR to remedy incorrect notification by CONTRACTOR's diligently providing brush and bulky item collection, under an adjusted schedule, to residents who received notification in error. Successful performance of the adjusted schedule will affect a waiver of the \$200 charge.

CONTRACTOR agrees that the City's actual damages and costs, experienced by CITY to cover for CONTRACTOR's performance shortfalls, listed above, including CONTRACTOR's failure to timely deliver notices as required herein, are certain due to the health, safety, and sanitation aspects of this contract, being a governmental function, and that the respective sums stated above are fair, reasonable, and necessary compensation to the CITY for the CITY's use of its own

complaint response arms, service forces and resources to compensate for CONTRACTOR's performance shortfalls. CONTRACTOR shall promise to pay, and CITY shall agree to accept such sums as agreed offsets, and not as a penalty, in the event of such breaches and shortfalls.

VI. TERMINATION OF CONTRACT

- A. Independent of the CITY's right to termination for material breach or cause recited elsewhere, and independent of the CITY's right to offsets described above, this Contract or any portion of it may be terminated at the CITY's discretion by providing a thirty (30) days written notice to the CONTRACTOR. The CITY retains this discretionary termination option without liability for default.
- B. In the event that the CONTRACTOR terminates this Contract or any portion of it, the CONTRACTOR must notify the CITY not less than ninety (90) days prior to termination. CONTRACTOR's termination, in absence of default by the CITY, shall subject CONTRACTOR's Performance Bond or Performance Deposit to CITY's right to "call" or draw thereon, as allowed by law and the terms within this contract.

In the event of termination by the CITY, and in absence of fault by CONTRACTOR, the CONTRACTOR shall be paid in full for all services performed up to termination date, subject to off-sets or adjustments, if any, as deemed necessary to continue customer services.

VII. PERFORMANCE BOND – ANNUAL- ALL PERFORMANCE PERIODS

- A. If selected, CONTRACTOR shall provide a statutory public work Performance Bond 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 annual amount of the contract. Said performance bond must have attached thereto a Power of Attorney to evidence 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 under Article 1.35D, 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.

The bond must be in place for all annual performance periods while the contract is in effect.

- B. In lieu of a statutory public work Performance Bond, a performance deposit may be tendered in the form of a certified check drawn upon a state or national bank or trust company, executed by a duly authorized officer thereof (check payable to the City of San Antonio).
- C. If a performance deposit is made, instead of a Performance Bond, it shall be returned to the CONTRACTOR upon completion of the contract to the CITY's satisfaction.

VIII. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **1940 Grandstand Dr., San Antonio, TX, 78238 at 10:00 a.m., Central Standard Time (CST), September 9, 2008.** Proponents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference is optional.

This meeting place is accessible to disabled persons. The Solid Waste Management Office is wheelchair accessible. The accessible entrance is located at 1940 Grandstand Dr. Accessible parking spaces are also located at the front of the building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

IX. PROPOSAL REQUIREMENTS

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

- A. **PROPONENT QUESTIONNAIRE AND PROPOSED PLAN FOR SERVICE DELIVERY:** Complete and submit RFP Attachment A, Proponent Questionnaire and Proposed Plan for Service Delivery.
- B. **DISCRETIONARY CONTRACTS DISCLOSURE:** Complete, sign and submit the Discretionary Contracts Disclosure Form (RFP Attachment B).
- C. **LITIGATION DISCLOSURE:** Complete and submit the Litigation Disclosure Form (RFP Attachment C). If CONTRACTOR 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 with the proposal.
- D. **SMALL BUSINESS PROGRAM FORM:** Complete, sign and submit the Good Faith Effort Plan (RFP Attachment E).
- E. **PRICING SCHEDULE:** Complete and submit the Pricing Schedule Form (RFP Attachment F).
- F. **ANNUAL FINANCIAL INFORMATION:** CONTRACTOR shall submit its most recent annual financial statement. An audited financial statement is preferred.

G. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the CONTRACTOR for the types of coverages and at the levels specified (RFP Attachment G), if awarded a contract in response to this RFP. CONTRACTOR shall also submit a copy of its current insurance certificate.

H. PROPOSAL BOND/PROPOSAL DEPOSIT: CONTRACTOR must submit a proposal bond or Proposal Deposit 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 \$10,000. The Proposal Bond shall be valid for ninety (90) 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 CONTRACTOR 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.

Failure to submit a Proposal Bond will render the proposal non-responsive and therefore disqualified from consideration.

The Proposal Bond provides assurance that the proposal has been submitted in good faith that the CONTRACTOR intends to enter in the contract in accordance with the proposal, and will provide the required Performance Bond, if awarded the contract. Failure to enter into the contract, if awarded, or to provide the required Performance Bond, may result in a forfeiture of the Proposal Bond.

In the alternative, should CONTRACTOR opt to provide a Performance Security (some form of deposit) in lieu of a Performance Bond, as described above in Section VII. - Performance Bond, then the accompanying Proposal Security (in lieu of a proposal bond) may be similarly appropriate. This option is acceptable to the CITY. In such case, CONTRACTOR may submit either a Proposal Bond or a \$10,000.00 cashiers check payable to the City of San Antonio. The Proposal deposit(s) will be refunded to CONTRACTORS upon the CITY's execution of an agreement with the successful CONTRACTOR at conclusion of the selection and award process.

I. SIGNATURE PAGE: CONTRACTOR must complete, sign and submit the Signature Page (RFP Attachment I). The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.

J. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist (RFP Attachment J).

K. BROCHURES: Include brochures and other relevant information CONTRACTOR wishes the City to consider in its selection.

CONTRACTOR 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 DOCUMENTS MAY RESULT IN THE CONTRACTOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

X. CONTRACT DOCUMENTS AND AMENDMENTS TO RFP

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

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.

The Contract Documents for this agreement shall consist of this RFP, its amendments and addenda, if any, the successful Proponent's responses, and the Integration Agreement providing for negotiated changes and consolidation of the various contract writings, which Integration Agreement shall be duly executed by the parties' appropriate representatives. The RFP shall govern Proponent responses, the Integration Agreement shall govern the RFP; and the enabling ordinance shall govern all contract documents.

XI. SUBMISSION OF PROPOSALS

A. CONTRACTOR shall submit one (1) original, signed in ink and eight (8) copies, and one (1) compact disk (CD) in Adobe PDF format of the Proposal, in a sealed package, clearly marked on the front of the package "**Solid Waste, Recycling and Disposal Services for the Northeast Service Area and West Service Area**". All Proposals must be received in the City Clerk's office no later than **3:00 P.M., Central Standard Time, on September 23, 2008** 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.

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

2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½” x 11” white papers inside a three ring binder. The use of recycled paper 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 on both sides. Margins shall be no less than 1” around the perimeter of each page. Electronic files, websites, or URLs shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the RFP Section IX, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.
- C. CONTRACTORS who submit proposals to this RFP shall correctly reveal, disclose, and 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 Proponents and limited liability company Proponents shall include the 11-digit Comptroller's Taxpayer Number in their submittal's Proponent Questionnaire and Proposed Plan for Service Delivery.

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

- D. All provisions in CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR may not be considered confidential under Texas law, or pursuant to a Court order.

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

XII. RESTRICTIONS ON COMMUNICATION / CITY ETHICS

- A. CONTRACTORS are prohibited from communicating with 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. CONTRACTORS are prohibited from communicating with 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 CONTRACTORS. Violation of this provision by CONTRACTOR and/or their agent may lead to disqualification of CONTRACTOR’s proposal from consideration. Exceptions to the restrictions on communication with City employees include:

1. CONTRACTORS may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
2. CONTRACTORS may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **4:00 p.m. Central Standard Time, September 11, 2008**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by certified mail, return receipt requested, to:

Marilyn Timlake
City of San Antonio, Purchasing and General Services Department
131 W. Nueva, Suite 175
San Antonio, Texas 78204

However, electronic submissions by facsimile or e-mail will also be accepted at (210) 207-7814 and at marilyn.timlake@sanantonio.gov.

3. Respondents and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy Program policy and/or completion of the Good Faith Effort Plan form. The point of contact is Ms. Melissa Aguillon. Ms. Aguillon may be reached by telephone at (210) 207-3900 or by e-mail at Melissa.Aguillon@sanantonio.gov. Contacting her or her office regarding this RFP after the proposal due date is not permitted.
 4. CONTRACTORS 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.
- B. City reserves the right to contact any CONTRACTOR to negotiate if such is deemed desirable by City.

- C. City Code, Chapter 2, Article VII, Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a “high risk” discretionary contract, also known as a high profile contract as further described by the City of San Antonio Contracting Policy and Process Manual, may not make a political contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. Any legal signatory for a proposed high-risk contract must be identified within the response to this RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor’s business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

The City has identified this solicitation as “high profile”.

XIII. EVALUATION CRITERIA

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

Evaluation criteria:

- A. Experience, Background, Qualifications (25 %)
- B. Proposed Plan for Service Delivery (20 %)
- C. Evaluation of the Proposed Pricing Schedule (35 %)
- D. Small Business Economic Development Advocacy Program (SBEDA) (20%):
 - 1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

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

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 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 (i.e. – 50% to HUEs = 2.5 points).

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

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

XIV. AWARD OF CONTRACT / RESERVATION OF RIGHTS / CONFLICTS OF INTEREST / INDEPENDENT CONTRACTOR / STATE ETHICS

- A. City reserves the right to award more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the CONTRACTOR(s) whose Proposal(s) is / are 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 CONTRACTOR 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 may require the selected CONTRACTOR(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 CONTRACTOR(s) provides the necessary evidence of bond and 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 to execute a contract within the time specified, City reserves the right to terminate negotiations with the selected CONTRACTOR and commence negotiations with another CONTRACTOR.
- 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, CONTRACTOR shall be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful CONTRACTOR 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. Regulatory Compliance: By submitting to a proposal, CONTRACTOR acknowledges that it shall comply with the Regulatory Compliance and Criminal History Warranty Form (RFP Attachment D).
- J. Conflicts of Interest. CONTRACTOR 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.

CONTRACTOR 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 – RFP Attachment B)

- K. Independent Contractor. CONTRACTOR agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for CONTRACTOR’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.
- L. State Ethics Law. 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 www.ethics.state.tx.us. 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. CONTRACTOR should consult its own legal advisor with questions regarding the statute or form.

XV. ASSIGNMENT AND USE OF SUBCONTRACTORS

No assignment of this Agreement in whole or in part shall be made by CONTRACTOR, nor shall CONTRACTOR transfer of any contract performance obligation effected by an ancillary or separate contract of CONTRACTOR, or by corporate sale, merger, or stock acquisition, or any change in the legal identity of CONTRACTOR, be made, without prior written consent from the CITY in accordance with the procedure set out herein. Any such described assignment, transfer, sale, merger, or change shall require approval from the City Council.

CONTRACTOR shall notify the CITY in writing evidencing the purpose, intent, terms and effects of the proposed assignment, merger, transfer, or change in ownership. CONTRACTOR shall provide the CITY with a copy of the proposed document effecting such change, or a memorandum, or other briefing document describing the proposal or executed transaction with sufficient detail to afford the City opportunity for informed review.

The CITY shall review the tendered documents pertaining to the proposed assignment, or other event described above, and shall respond to the CONTRACTOR in writing within thirty (30) days of initial receipt. The response shall contain the CITY staff's recommendation for approval, proposed modifications, or disapproval of the proposed assignment, transfer, merger or sale or other event affecting the CITY's contract with the CONTRACTOR; or, the staff's response may ask for more information necessary to an informed decision by the City. Such assignment or other action must be approved by the City Council.

The CITY expressly reserves the right to disapprove any proposed assignment, change in ownership, transfer of contract performance obligations, or any such business reorganization affecting the legal identity of the CONTRACTOR. The CITY agrees to provide CONTRACTOR with a written explanation outlining why such change is viewed by CITY to be adverse to the CITY's interests.

Any such change described above or assignment by CONTRACTOR, executed in violation of the above described submittal, review, and approval procedure is acknowledged by the CONTRACTOR to be void *ab initio* and CONTRACTOR shall risk termination at the CITY's option, but shall otherwise continue to be bound by the terms and conditions of this Agreement.

Use of SUB-CONTRACTORS by the CONTRACTOR or subsidiary or affiliate firms of the CONTRACTOR for technical or professional services shall not be considered an assignment of a portion of this Agreement. However, the CITY reserves the right to approve in writing specific SUB-CONTRACTORS, used or intended to be used, to fulfill any part of this contract pertaining to physical performance of any service.

Nothing herein shall be construed to give any rights or benefits to anyone other than the CITY and CONTRACTOR.

XVI. VENUE

If the CITY and CONTRACTOR do not arrive at resolution through agreed mediation to resolve any outstanding claims, counterclaims, disputes and other matters in question arising out of or relating to this Agreement, then resolution of same shall be decided by a court of competent jurisdiction in Bexar County in the State of Texas in which County venue shall lie and in which county this contract is performable.

XVII. RECORDS RETENTION

All records, reports, and other documents generated by or pertaining to this contract must be retained by CONTRACTOR for a period of no less than four (4) years following termination date. For purposes of extended option terms, records retention requirements shall be honored and measured from four (4) years following the termination date of each respective annual performance period. For example, the first term ending on December 31, 2011, shall require records to be maintained until at least January 31, 2015.

XVIII. GLOSSARY

Whenever used in this RFP the following terms shall have (unless otherwise expressly indicated) the meaning defined and obligations attendant as follows:

- A. **AUTOMATED CONTAINER:** A specially-designed wheeled garbage or recycling container intended for use with mechanical arms and tippers. Automated containers are owned, provided, replaced and maintained by the CITY. The standard issue to each home is one 96-gallon brown container for garbage and one blue 96-gallon container for recycling. Only CITY-provided containers shall be serviced by CONTRACTOR's automated collection crews. Containers lost or damaged by the CONTRACTOR shall be expensed to the CONTRACTOR. CONTRACTOR should ensure his lifting/handling equipment is compatible with City-provided containers as described in Exhibit H.
- B. **AUTOMATED CONTAINER SETOUT POINT:** The location for automated container setouts shall be at the base (lowest point) of the curb, where curbs exist, at each residence. Exceptions are allowed where no curbs exist, on arterial streets with speed limits in excess of 30 miles per hour or streets with multiple traffic lanes, where containers may be set out adjacent to the pavement, but accessible to collection vehicles. Exceptions are also allowed for residents certified for Collection Assistance Service. Setout points shall be a minimum of 5 feet from mailboxes and other fixed objects and clear of overhead obstacles. CONTRACTOR agrees to work in close cooperation with the CITY to retrieve automated containers that are moved as the result of high winds or flooding and return them to the proper residence.
- C. **AUTOMATED GARBAGE AND RECYCLING COLLECTION:** Mechanized collection of specially designed containers by using a vehicle equipped with a mechanical arm or hydraulic tippers to lift and empty garbage and recycling containers. No manual-lifting of automated containers is required.

For the purposes of this contract, CONTRACTOR may use fully automated trucks or trucks equipped with hopper-tippers. Under no circumstances should items set out by residents outside an automated container be serviced.

- D. **AUTOMATED VOLUME LIMIT:** The standard weekly volume accorded to each residential unit is 96-gallons for garbage and 96-gallons for recycling. Exceptions are made for low-volume generators who have been issued smaller containers for which 48-gallons shall be the standard weekly volume for garbage and for recycling. Residents generating additional volume may schedule a Special Collection or may request, and will be assessed a monthly charge for, a second 96-gallon garbage container. Residents generating more than 96-gallons of recycling commodities weekly may be issued a second 96-gallon recycling container, for which no monthly fee will be assessed. The CITY shall provide CONTRACTOR with a listing of homes possessing multiple City-provided containers and CONTRACTOR shall service all City-provided containers at each residence. For the purposes of this contract, payment to the contractor shall be on a house-count basis and no additional payment shall be made for residences with more than one garbage and/or recycling container.
- E. **BRUSH:** Brush and bulky items set at the curb, including trimmings and severed parts of all domestically cultivated trees and shrubbery including severed brush and all such items placed in CITY right-of-way. This definition also includes accumulation of all waste wood, discarded furniture, grass cuttings and branches along with other household and yard related wastes which comprise the regulatory definition of municipal solid waste, excluding commercial construction waste and remodeling or demolition debris.
- F. **BULKY ITEMS AND WHITE GOODS:** Household items consisting of large appliances commonly referred to as white goods, along with discarded bathroom fixtures, such as sinks and toilets, furniture, mattresses, television sets, cathode ray tubes and tires. During brush and bulky item collection and illegal dump clean ups, these items shall be picked up. The items have no size or weight limitations but are limited to residential and domestic items. CONTRACTOR shall recover and recycle Freon from refrigeration appliances, when appropriate. Metal goods and tires must be recycled when possible.
- G. **CITY:** THE CITY OF SAN ANTONIO, TEXAS, a municipal corporation.
- H. **COMMERCIAL (VETERINARIAN) DEAD ANIMAL SERVICE:** CONTRACTOR must provide pick up and disposal services to veterinarians in need of carcass disposal service. When CONTRACTOR provides this service, veterinarians may be charged a fee by the CONTRACTOR, which cannot exceed the amount set forth in the annual fee-setting ordinance, passed by City Council for such services. (Refer to Exhibit D - Table of Fees, Table 2: Fees for Commercial Dead Animal Retrieval Tags). This service is to be provided to veterinarians and animal health care facilities as an on-call response by the CONTRACTOR. The CONTRACTOR shall provide this service seven days a week, including holidays. Service days and times are the same as those provided by the Department: Monday through Friday from 8:30 a.m. to 6:30 p.m. and on

Weekends, from 9:00 a.m. until 5:00 p.m. or as revised by the City. The CONTRACTOR must render this service within 24 hours of the call for service from the veterinarian's office. If the CONTRACTOR fails to respond to a veterinarian's request, and the Department responds to the call for service, to cover for the CONTRACTOR, then the Department will invoice the CONTRACTOR \$25.00 per service request. It will then be the CONTRACTOR'S responsibility to seek compensation from the veterinarian, if the CONTRACTOR so chooses. The cost recovered by the CONTRACTOR, however, may not exceed the fee schedule. The CITY discourages the CONTRACTOR from recovering costs under such circumstances in which the Department had to provide backup.

- I. **COMMERCIAL UNITS:** A commercial unit is a non-residential unit receiving CITY garbage collection services only by use of pre-paid stickers or City identified bags. The CONTRACTOR shall be required to service such participating commercial units generating waste that qualifies as municipal solid waste. Commercial units, that purchase bag/ stickers from the CITY, shall receive service from the CONTRACTOR on the same scheduled basis as do domestic units, and each such commercial location (unit) shall count as one house for purposes of payment from the CITY to the CONTRACTOR.
- J. **CONTRACTOR:** The person, corporation, partnership, or legal entity performing municipal solid waste collection and disposal service and the recycling/marketing program under this proposal and the resulting contract.
- K. **DEAD ANIMAL COLLECTION (RESIDENTIAL):** This service covers curbside collection of dead animals or carcass parts of animals (defined in Chapter 14 of the City Code), which have died from any cause, except those slaughtered or killed for commercial use. The CONTRACTOR shall provide this service seven days a week, including holidays. Service times for week days (Monday through Friday) are from 8:30 a.m. until 6:30 p.m. and weekend hours are from 9:00 a.m. until 5:00 p.m. or as revised by the City. Holiday schedules shall follow the hours outlined above for week days and weekends. If the CONTRACTOR fails to respond to service request, and the Department responds to the call for service, to cover for the CONTRACTOR, then the Department shall invoice the CONTRACTOR \$25.00 per service request.
- L. **DEPARTMENT:** The Solid Waste Management Department (SWMD) and any CITY Department or division of any CITY Department that may succeed to the administration of this contract at the direction of the City Manager or the City Council.
- M. **DIAL-A-TRAILER PROGRAM:** This Saturday community clean-up program is made available to neighborhood associations or organizations to dispose of white goods and bulky items not collected through normal residential garbage collection. Requests for this program from citizens are arranged through the Keep San Antonio Beautiful Office with Departmental approval. The CITY limits each organization to three events per year. The CITY shall arrange program events a

minimum of two weeks in advance and provide advance written notice to the CONTRACTOR. In addition, bags of leaves shall be accepted at the temporary trailer site for the purpose of encouraging recycling or shredding for mulch or compost. The CONTRACTOR shall provide this service on request at no cost to the civic/neighborhood organization or any individual who may be organizing the event on behalf of the neighborhood. A grappler truck or other means must be provided during these events to load items that cannot be manually loaded. The CONTRACTOR is responsible for all equipment and services necessary to the event such as roll-offs, trailers, immediate and residual clean up, and disposal cost. Only those residents providing proof of payment for City solid waste services are eligible to participate in this program.

- N. **DIRECTOR:** The Director of Solid Waste Management or the authorized representative of the Director; and any Director of any Department or division that may later be designated or appointed to administer this contract.
- O. **DISPOSAL SITE AND CONTRACTUAL TONNAGE COMMITMENTS:** The disposal site must be a legally permitted municipal solid waste facility including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals necessary to receive for processing or final disposal municipal solid waste and dead animals. Committed proposal prices are to include the disposal cost utilizing a legally permitted disposal facility. Under this contract, waste delivered to CONTRACTOR's landfill, or any legally permissible landfill approved by the City, shall be credited toward the CITY's guaranteed tonnage requirement under respective current landfill disposal contracts, if any such long-term contract is already held by the successful CONTRACTOR.
- P. **HAZARDOUS WASTE AND INDUSTRIAL WASTE:** Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or special disposal treatment. Industrial waste is waste so defined by the Texas Commission on Environmental Quality (TCEQ) and is not included in the definition of municipal solid waste. In keeping with the CITY's long established policies and practices of servicing only the needs of customers and citizens whose generation and disposal needs fall within the regulatory definition of municipal solid waste, this contract does not include curbside service for any class of industrial waste. Only benign volumes of household hazardous waste, meeting the regulatory definition of municipal solid waste, shall be serviced under this contract.
- Q. **KEEP SAN ANTONIO BEAUTIFUL, INC. (KSAB):** This non-profit organization is dedicated to litter prevention through solid waste education. Through CITY funding and in-kind services, KSAB and the Department

collaborate on various programs, such as the Dial-A-Trailer program. CONTRACTOR shall honor requests arising under this program within the Service Areas. The CITY is responsible for coordinating with the CONTRACTOR such requests.

- R. **MONTHLY SOLID WASTE FEES:** Monthly fees charged by the CITY to all single-family residential units receiving municipal solid waste services.
- S. **NEIGHBORHOOD SWEEPS:** The City's Housing and Neighborhood Services Department coordinates a neighborhood sweep for a one-month period by providing an array of city services to residents in a targeted area. During the sweep, brush and bulky items are collected and illegal dumps are cleaned. Additional collection of bulky waste and Dial-A-Trailer events may also be requested and performed. CONTRACTOR shall comply with these requests until the Housing and Neighborhood Services Department completes the project. CONTRACTOR is required to provide the City with tonnage data within one week of completion of sweep. Communications regarding program events shall be coordinated through the Solid Waste Management Department. The CITY coordinates approximately 10 sweeps throughout the CITY per year.
- T. **OUT-OF-CYCLE (OOC) SERVICE:** Customer requests for collection of brush, bulky items and white goods is available in addition to the twice per year brush and bulky item collection schedule. A free estimate on the service cost is provided to residents. A fee is charged based on the size of the load and prices fixed annually by City Council (See Exhibit D – Solid Waste Service Fees, Table 1: Fees for Out-of-Cycle Brush, Bulky Items, and White Goods Collection). The quality of Out-of-Cycle service is to be equivalent to that provided by the CITY and charges shall be collected directly by the CONTRACTOR from the requesting customer. Fees shall be identical to the City's authorized fee schedule. Within 48 hours of customer's payment, the CONTRACTOR shall perform collection of the Out-of-Cycle request.
- U. **PLANNED UNIT DEVELOPMENT (PUD):** a PUD is a self-contained community or neighborhood within the City limits that may include residential, commercial, open-space or a combination of uses. Within the PUD, the subdivision developer and community association of property owners agree that the association will maintain and improve the infrastructure for this area. A PUD has the option as a whole either to exclusively participate in this contract or to be excluded from it at any time during the term of this contract.
- V. **PRODUCER (GENERATOR):** A producer is an occupant of a residential unit who generates municipal solid waste, primarily waste commonly regarded as residential garbage and recyclable materials, or is a business unit that uses City bags and stickers to dispose of municipal solid waste.
- W. **RECYCLING COLLECTION PROGRAM:** Program undertaken by the CITY whereby recyclable materials are collected at curbside and delivered to the

CITY's contracted processor. The level of service and the recyclable materials collected shall be equivalent to the CITY's program. Cost of collection, bins (manual collection only), transportation, storage, and other related costs are to be included in the bid price. Participating City facilities located within the contract area shall also be serviced by the CONTRACTOR.

X. **RECYCLING CONTAMINATION RATE:** The allowable percentage of non-acceptable materials received in the recycling collection program as stipulated in the CITY's contract with its recycling processor. CONTRACTOR shall take actions to periodically audit and notify residents who place unacceptable items in recycling containers in order to minimize contamination.

Y. **RECYCLABLE MATERIALS:** The following items are collected by the San Antonio Curbside Recycling Program:

- i. **Paper products:** Acceptable material consists of newsprint, ad circulars, catalogs, carbonless paper, dry goods packaging with liners removed (example: cereal, pasta, rice, beer/soda cartons) envelopes, file folders, flattened cardboard, junk mail, magazines, newspapers, office paper, paperback books, paper bags, paper towel/toilet paper cores, phone books, non-metallic gift wrap.
- ii. **Glass:** Items include bottles and jars with labels and lids. No mirrors, windows, ceramics, or other glass or glazed materials are allowed.
- iii. **Cans:** Empty aluminum and steel/tin cans used for beverages and food are accepted. Empty aerosol cans shall also be accepted. No scrap metal is collected.
- iv. **Rigid Plastic Products:** Plastic products shall include household plastic containers labeled with recycling symbol on the bottom of container. Labels and lids may be present. No Styrofoam, including molded Styrofoam stamped PS#6.

During the term of this contract, the CITY reserves the right to add or delete material.

Z. **RESIDENTIAL GARBAGE AND REFUSE:** All cans, bottles, rags, dry trash, paper, kitchen and household wastes, food containers, lawn trimmings, leaves and other materials typically generated by a residential dwelling unit, which material is regulated as domestic municipal solid waste.

AA. **RESIDENTIAL UNIT:** These types of residences include, but may not be limited to, single family residences on one electric meter or duplex dwelling units on one or more meters. City provided garbage collection and recyclable material collection services to single-family and other residential units are billed directly by the CITY.

BB. **STORM DAMAGE DEBRIS COLLECTION:** Storm damage refers to damage and debris produced by strong winds, rain, hail, lightning, flooding, storms, tornadoes or turbulent weather experienced by a large neighborhood area

as identified by the Director. The cost for this service is to be included in the CONTRACTOR's bid price.

CC. TWO TIMES YEARLY BRUSH AND BULKY ITEMS CURBSIDE PICKUP AND ILLEGAL DUMP CLEAN UPS: The CONTRACTOR shall clean illegal dump sites in the service area at least two times per year in conjunction with scheduled curbside brush, bulky item and white goods collections, which also occur two times per year. It is expected that there will be illegal dumps in the service area. Requests for immediate, (less than 48 hours) illegal dump clean up from citizens and from the City Council must be honored by the CONTRACTOR. Services described in this paragraph are to be coordinated and scheduled through the Department. CONTRACTOR shall shred 'clean' brush, leaves, and grass clippings for reuse when possible to preclude landfill disposal of these items. In addition, CONTRACTOR should recycle metal items and tires when possible. The cost of these services shall be included in the contract price. This provision is also addressed under Scope of Services, Section II.

XIX. SCHEDULE OF EVENTS

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

RFP Issue Date	August 24, 2008
Pre-Submittal Conference	September 9, 2008 at 10:00 a.m. CST
Final Questions Accepted	September 11, 2008 at 4:00 p.m. CST
Proposals Due	September 23, 2008 at 3:00 p.m. CST

RFP EXHIBITS

Exhibit A – Maps of Service Areas and Days of Collection

Exhibit B – Summary of Services to be Provided by the Contractor

Exhibit C – Brush and Bulky Item Collection Notice Specifications and Example

Exhibit D – Solid Waste Service Fees

Exhibit E – Service Level Agreement (SLA) Time Commitment for Customer Service Requests

Exhibit F – Monthly Contract Report

Exhibit G – Recycling Container Specifications

Exhibit H – Automated Container Specifications

EXHIBIT A

Map of Service Areas and Days of Collection

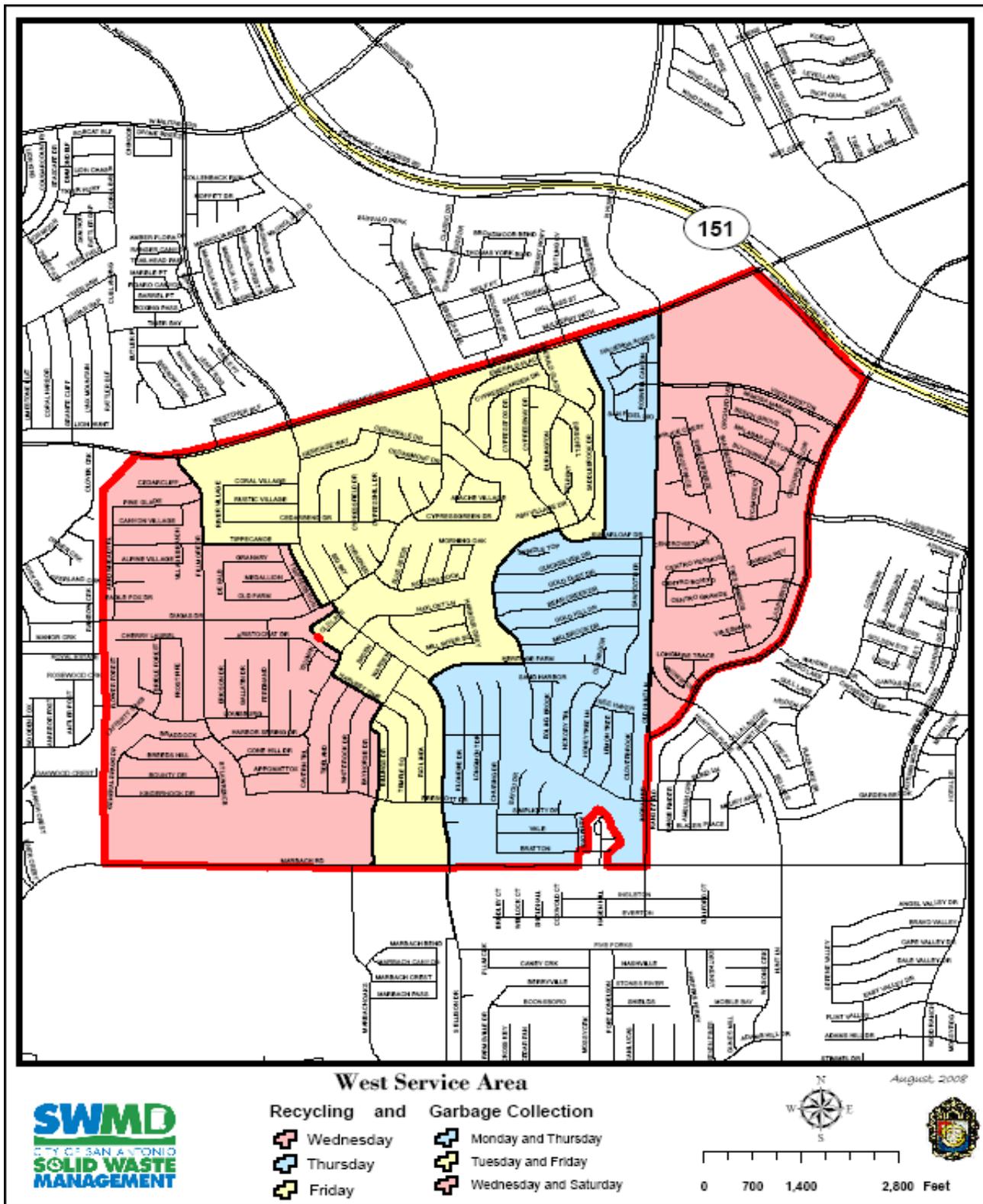


EXHIBIT B

SUMMARY OF SERVICES TO BE PROVIDED BY THE CONTRACTOR

SOLID WASTE SERVICES	FREQUENCY	CHARGE
Residential Manual Garbage Collection and Disposal; or Residential Automated Garbage Collection and Disposal	Twice weekly Once weekly	Included in Monthly Fee Included in Monthly Fee
Recycling Collection and transportation to processing facility	Once a Week	Included in Monthly Fee
Special Collection Service in Automated Areas	Twice annually –no additional charge to customer	Included in Monthly Fee
Additional Special Collection Service in Automated Areas	Beginning with third annual request. As requested by resident	In Accordance with Solid Waste Service Fees (Exhibit D)
Curbside Brush and Bulky Item Collection Program	Scheduled Two Times a Year	Included in Monthly Fee
Delivery of Brush/ Bulky items Collection Notice to service area	2 advance notices per household per year; Notices delivered a minimum of two weekends (not two full weeks) prior to brush/bulky item collection	Included in Monthly Fee
Community and City Clean-up events including Neighborhood Sweeps	As notified by CITY	Included in Monthly Fee
Out- of- Cycle Brush, Bulky Item or White Goods Collection & Disposal	Monday-Friday, response within 48 hrs. from payment	In Accordance with Solid Waste Service Fees (Exhibit D)
Commercial Dead Animal Collection & Disposal	Seven days/Week, including holidays Mon. – Fri.: 8:30AM – 6:30 PM Weekends: 9:00AM- 5:00 PM	In Accordance with Solid Waste Service Fees (Exhibit D) *If CITY responds to a call in service area, CONTRACTOR will be charged \$25.00 per service request.
Dead Animal Collection & Disposal at curbside, City facilities and public rights of way	Seven days/Week, including holidays Mon. – Fri.: 8:30AM – 6:30 PM Weekends: 9:00AM- 5:00 PM	Included in Monthly Fee * If City responds to a call in service area, CONTRACTOR will be charged \$25.00 per service request.
Clean-up of Illegal Dumps	On scheduled Basis, Minimum: Two/Year or as requested by City	Included in Monthly Fee
Customer Service Office	On-call Basis; Seven Day/Week; 24 Hours; Emergency Telephone Number must be provided.	Included in Monthly Fee
Dial-A-Trailer Program	Saturday Only; Pre-scheduled by City, 2 weeks in advance; On request	Included in Monthly Fee
Storm Damage Clean up and Disposal	As notified by City	Included in Monthly Fee
Christmas Tree Collection & Recycling	As scheduled by the City	Included in Monthly Fee
Community education events	As required	Included in Monthly Fee

EXHIBIT C

Brush and Bulky Item Collection Notice Specifications and Notice Sample

- Card stock Paper (not less than 0.0007 of an inch)
- Size: 14' (Length) x 4' (Width)
- Paper Color: bright yellow or gold color paper
- Ink color: Black
- Printed on both sides (English on one side and Spanish on the other side)
- Door knob cut –out on top of door hanger.
- Sample will be made available to successful CONTRACTOR.
- Door hanger shall include the date of scheduled services.
- An example of the current door hanger is attached on the following page.

Brush and Bulky Item Collection
Notice Sample (Exhibit C, Continued)



CITY OF SAN ANTONIO
SOLID WASTE
MANAGEMENT
DEPARTMENT

it's your turn!

Brush/bulky item collection
begins soon
in your neighborhood.

**NEXT PICKUP IN
APPROXIMATELY SIX MONTHS!**

- Upon receipt of this notice, you may begin placing items at the curb for collection. All items must be placed at the curb no later than 7:00 a.m. on Monday:
DATE
- Crews will pass by your house **only once**. Collection after that time is subject to an additional fee.
- Do not place materials or items in front of parked cars, near fences, trees, mailboxes, beneath overhead wires or low hanging tree limbs, or on top of water meters.
- The following items **will not be collected** through City brush service:
 - paint and chemical products
 - roofing material
 - large quantities of construction material
 - soil, concrete, or rocks
 - Call 311 for removal options
- Materials placed at the curb after crews have passed are a violation and subject to enforcement actions of fines up to \$2,000/day. Property owners will be charged fees for collection and disposal.
- Street sweepers are scheduled to sweep the area the week following brush collection.

Questions?
Call 311 or check the City's Internet website at www.sanantonio.gov/brush

brush up
on brush collection



CITY OF SAN ANTONIO
SOLID WASTE
MANAGEMENT
DEPARTMENT

es su turno!

La colección de ramas/
artículos voluminosos
comienza pronto
en su comunidad.

**¡EL SIGUIENTE SERVICIO DE
RECOLECCION EN
APROXIMADAMENTE SEIS MESES!**

- Al recibir este aviso, usted puede empezar a colocar los artículos al lado de la calle para que sean recogidos. Todos los artículos tienen que estar al lado de la calle antes de las 7:00 a.m. este Lunes:
FECHA
- Los equipos pasarán por su casa **solamente una vez**. Después de este día, un cargo adicional pudiera ser aplicado.
- No estacione sus coches delante de los materiales y no ponga artículos junto a cercas, árboles, buzones de correo, debajo de cables aéreos o ramas de árbol que cuelgan bajo, o encima de los medidores de agua.
- Los siguientes artículos **no serán recogidos** por el servicio de recolección de ramas de la Ciudad:
 - pintura y productos químicos
 - material para los techos
 - cantidades grandes de material de construcción
 - tierra, concreto, o piedras
 - llame al 311 para sus opciones para deshacerse de esto artículos
- El colocar artículos a la orilla de la calle después de que hayan pasados los equipos es una infracción y puede resultar en multas de hasta \$2,000/día. A los dueños de las propiedades se les cobrarán cuotas por la recolección y eliminación.
- Las máquinas barredoras están programadas para barrer esta área la semana siguiente a la recolección de ramas.

¿Tiene preguntas?
Llame al 311 o acuda al sitio Web de la ciudad, www.sanantonio.gov/brush

brush up
on brush collection

Not shown to actual size

**Exhibit D
Solid Waste Service Fees**

Sales tax is applicable to all fees listed in Tables 1, 2 and 3.

Table 1: Fees for Out-of-Cycle Brush, Bulky Items, and White Goods Collection

Category or Load Size	Fee
Single item pick up, white good, or other items up to 8 cubic yards (CY)	\$50.00
Up to 16 CY	\$75.00
Up to 24 CY	\$100.00
Up to 32 CY	\$125.00

Table 2: Fees for Commercial Dead Animal Retrieval Tags

No. of Dead Animal Retrieval Tags	Fee per tag
1	\$10.00
2	\$20.00
3	\$30.00
4	\$40.00
5	\$50.00
6	\$60.00
7	\$70.00
8	\$80.00
9	\$90.00
10	\$100.00

Table 3: Fee for Special Collection Service in Automated Collection Areas

Annual Occasions	Category or Load Size	Fee
First	Up to 50 bags or boxes @ 40 pounds per bag/box	No Charge
Second	Up to 50 bags or boxes @ 40 pounds per bag/box	No Charge
Each, after two	Up to 50 bags or boxes @ 40 pounds per bag/box	\$20.00

Exhibit E

Service Level Agreement (SLA) Time Commitments for Customer Service Requests

Service	Category Code Number	Category Code Description	SLA Days
Manual Garbage Collection	100	Garbage, No Pickup	2
	101	Garbage, Scattered Material	2
	103	Trash Can, Rough Handling	5
	104	Garbage, Can/Bins in Street	2
	105	Trash Can/Lid Missing	5
	106	Alley Problems	5
	107	Trash Can Placement (yard, over fence, etc.)	2
	108	Garbage Misc.	5
	109	Garbage Crew Customer Service	3
Automated Garbage Collection	110	No P/U Automated Garbage	2
	111	Lost/Stolen Container (Automated)	2
	112	Damaged Container (Automated)	2
	113	No P/U Automated Recycling	2
	114	Request for Disability Assistance	2
	117	Automated Collection Information	3
Brush/Bulky Item Collection	120	Brush No Pickup	6
	121	Brush Partial Pickup	6
	122	Storm Damage (only when SWMD Director declares storm event)	14
	123	Out of Cycle Request	14
	124	Brush Collection Information	7
	126	Illegal Dumping (non-residential areas & @ No Dumping Signs)	14
	127	No Brush Notice	3
	128	Brush Misc.	5
	129	Brush Crew Customer Service	3
Recycling Collection	130	Recycling No Pickup	2
	131	Recycling Partial Pickup	2
	132	Recycling Scattered Material	2
	133	Recycling Bin Request	14
	137	Restricted (used by Link Centers for Recycling Bin Purchase)	--
	138	Recycling Misc.	5
	139	Recycling Crew Customer Service	3
Dead Animal Collection	140	Dead Animal	3
Solid Waste Miscellaneous	150	Solid Waste Miscellaneous	5
	151	Request for New Service	3
	153	Customer Service - Reporting a driver or vehicle	3
	154	Solid Waste Compliments	3
	155	Contract Areas - Issues, Information, etc.	3
Special Collections	180	Automated Special Collection - Leaves - No Fee	
	181	Automated Special Collection - Trash - No Fee	
	182	Automated Special Collection - Cardboard - No Fee	
	183	Automated Special Collection - Fiscal Work Oder Request	
	184	Automated Special Collection - Charged Collection - Leaves	
	185	Automated Special Collection - Charged Collection - Trash	
	186	Automated Special Collection - Charged Collection - Cardboard	

The performance standard for each category is as stated throughout the RFP; the SLA's time commitment is to denote the deadline to close or satisfy service requests.

Exhibit F
Monthly Contract Report

Contact Area: _____ Company: _____ Month: _____ Year: _____

1. Number of Contracted Residential Units: _____
2. GARBAGE COLLECTION Tons: _____
3. RECYCLING COLLECTION Tons: _____
4. BRUSH COLLECTION (Disposed at the Landfill): _____
 - a. Brush Recycled/Shredded Tons: _____
 - b. Recycled Metal Tons: _____
 - c. Recycled Tires Tons: _____
 - d. Illegal-Dumps Collected Tons: _____
 - e. Other: Christmas tree, Storm Damage (Please specify.) _____ Tons _____
5. **Total Waste Stream** (Tons per Month) _____
6. **Total Waste Recycled** (Tons per Month) _____
7. Percentage of Waste Diverted from disposal _____ %
8. Community Outreach & Number of Resident _____

EXHIBIT G
Recycling Container Specifications

18-gallon Recycling Bin Specification

- a) Capacity: 18 gallons
- b) Color: Green color bin with white lettering and artwork
- c) Manufactured with a minimum of 25% post consumer recycled material
- d) Sample of City artwork is not actual size.
- e) Font type: Arial & Font size: 26 and 18

English version

SAN ANTONIO *RECYCLES*

REMEMBER...

- * Put bin at curb by 7:00 AM
- * Put bin out only when full
- * No newspaper in wet weather
- * Buy recycled products



CITY CUSTOMER SERVICE CALL LINE * 311
PROPERTY OF CITY OF SAN ANTONIO

Spanish Version

SAN ANTONIO *RECICLA*

RECUERDE...

- * Tener listo la caja al borde de la banqueta a las 7:00 AM
- * Saque la caja hasta que este llena
- * No saque el papel periódico en dias lluviosos
- * Compre artículos de material reciclado



LINEA DE INFORMACIÓN PARA CLIENTES * 311
PROPIEDAD DE LA CIUDAD DE SAN ANTONIO

Exhibit H Automated Container Specifications

96-gallon Automated Container Specifications

- Manufacturer: Toter, Inc.
- Universal/Nestable
- Part: 79296
- Description: 96 Gallon EVR II Cart
- Size (l x w x h): 35.25" x 29.75" x 43.25"
- Load Rating: 335 lbs/151.9 kg
- Wheel Diameter: 10"
- Brown color for Garbage Collection
- Blue color for Recycling Collection

48-gallon Automated Container Specifications

- Manufacturer: Toter, Inc.
- Universal/Nestable
- Part: 79248
- Description: 48 Gallon EVR II Cart
- Size (l x w x h): 28.75" x 23.50" x 37.50"
- Load Rating: 168 lbs/76.3 kg
- Wheel Diameter: 10"
- Brown color for Garbage Collection
- Blue color for Recycling Collection

RFP ATTACHMENT A

PROPONENT QUESTIONNAIRE AND PROPOSED PLAN FOR SERVICE DELIVERY

PROPONENT QUESTIONNAIRE AND PROPOSED PLAN FOR SERVICE DELIVERY

A. GENERAL INFORMATION

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

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

Proponent 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: _____

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.)

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

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: _____

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

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes No

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

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

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

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

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

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

Years _____ Months _____

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

7. **County Operation:** If the Proponent does not have a San Antonio office, does the Proponent have an office located in Bexar County, Texas?

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

a. How long has the Proponent conducted business from its Bexar County office?

Years _____ Months _____

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

8. **Debarment/Suspension Information:** Has the Proponent 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.

9. **Surety Information:** Has the Proponent 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.

10. **Bankruptcy Information:** Has the Proponent 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.

11. Provide any other names under which Proponent has operated within the last 10 years.

B. REFERENCES - Provide a current list of the Proponent's four (4) largest customers receiving like services with preference to municipalities. The reference list shall include the organization name, contact person, phone number, fax number and email address.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 4:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

C. EXPERIENCE, BACKGROUND, QUALIFICATIONS - Prepare and submit narrative responses to address the following items. If Proponent is proposing as a team or joint venture, provide the same information for each member of the team, including **SUB-CONTRACTORS**, or joint venture.

1. Describe Proponent's experience relevant to the scope of services contemplated by this RFP. List and describe relevant accounts of similar size and scope performed over the past four years and identify personnel assigned to each customer and their respective roles.
2. Describe Proponent's experience with providing residential solid waste and recycling collection services to public entities clients, especially large municipalities. If Proponent has provided services for the City in the past, identify the name of the project and/or contract as well as the department for which Proponent provided those services.
3. List other resources, including total number of employees, number and location of offices and/or service centers, number and types of equipment available to support each proposed service area.
4. State the number and professional qualifications (to include Municipal Solid Waste licenses, other pertinent certifications and associations) of staff to be assigned to this contract and relevant experience on projects and/or accounts of similar size and scope. Include resumes of key personnel.
5. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract. Provide an organizational chart for your firm.
6. Provide any additional relevant experience or qualifications of Proponent as it relates to the scope of services contemplated by this RFP that you would like the City to consider in its selection.

D. PROPOSED PLAN FOR SERVICE DELIVERY - Prepare and submit the following items.

1. Operational Plan: Submit a narrative of the methodology that will be used for all solid waste collection services for garbage, brush and bulky item(s), recycling and dead animals. The Proponent should describe how each service would be accomplished and performed for each service area, subject to the Proponent's response, by providing the following information:
 - a. Describe methodology for manual garbage collection for each respective service area, to include the following:
 - 1) Proposed collection method
 - 2) Route description including proposed days of service
 - 3) Times and hours of daily operation
 - 4) List of collection equipment capacity dedicated to each service area
 - 5) Number of crews dedicated to the service area
 - 6) Crew size

- b. Describe methodology for automated garbage collection for each respective service area, to include the following:
 - 1) Proposed collection method
 - 2) Route description including proposed days of service
 - 3) Times and hours of daily operation
 - 4) List of collection equipment capacity dedicated to each service area
 - 5) Number of crews dedicated to the service area
 - 6) Crew size
 - c. Describe plan to provide Curbside Recycling Collection Program for each proposed service area, to include the following:
 - 1) Proposed collection method
 - 2) Route description including proposed days of service
 - 3) Times and hours of daily operation
 - 4) List of collection equipment capacity dedicated to the service area
 - 5) Number of crews dedicated to the service area
 - 6) Crew size
 - 7) Planned inventory level of recycling containers and delivery timeline for manual recycling collection
 - d. Describe plan to provide other collection services (brush and bulky item collection, dead animal pick up, etc.) to include the following:
 - 1) Route description including proposed days of service
 - 2) Times and hours of daily operation
 - 3) List of collection equipment capacity dedicated to the service area
 - 4) Number of crews dedicated to the service area
 - e. Provide list of identified landfills, disposal sites and waste reduction processors, if any, that Proponent intends to utilize.
 - f. Provide a detailed list of all Proponent's reserve equipment available to ensure timely delivery and completion of all services listed herein.
2. Describe Proponent's Recycling Customer Education Plan to include:
 - a. Proposed educational and outreach programs
 - b. Proposed customer education to minimize excessive contamination rates in the Recycling program as noted in Section XVIII. Glossary, Paragraph X. Recycling Contamination Rate.
 3. Describe Proponent's Customer Service Office and Procedures to include the following:
 - a. Hours of operation
 - b. Staffing Plan based upon anticipated call volume
 - c. Outline procedure for recording, assigning, and tracking customer service requests during and after regular business hours
 - d. Provide evidence of the ability to respond to service requests within the Service Level Agreement Time Commitments contained in this RFP

- e. Identify Emergency contacts and provide telephone numbers for contact on 24/7 (seven days per week, 24-hours per day) basis.
4. Provide samples of your proposed monthly reports to satisfy the requirement in Scope of Services, Section II, Paragraph R. Are the required reports available in electronic format?
5. Safety Plan - Describe in detail your safety plan and training program to protect your employees, property and minimize risk of damage to the property of others.
6. Describe in detail your proposed plan to complete the transition to automated two-cart service, including how you anticipate meeting equipment needs and timeline as outlined in the RFP.

RFP ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio Discretionary Contracts Disclosure

For use of this form, see [Section 2-59 through 2-61 of the City Code \(Ethics Code\)](#)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity ¹ that is a party to the discretionary contract:
(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):
<input type="checkbox"/> No partner, parent or subsidiary; or List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
<input type="checkbox"/> No subcontractor(s); or List subcontractors:
(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
<input type="checkbox"/> No lobbyist or public relations firm employed; or List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions			
List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any <i>current</i> or <i>former member</i> of City Council, any <i>candidate</i> for City Council, or to any <i>political action committee</i> that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):			
<input type="checkbox"/> No contributions made; If contributions made, list below:			
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
(6) Disclosures in Proposals			
Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question ² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code) , (“conflicts of interest”) by participating in official action relating to the discretionary contract.			
<input type="checkbox"/> Party not aware of facts which would raise a “conflicts-of-interest” issue under Section 2-43 of the City Code; or			
Party aware of the following facts:			
<i>This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.</i>			
Signature:	Title:	Date:	
Printed name:	Company or D/B/A:		

² For purposes of this rule, facts are “reasonably understood” to “raise a question” about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

RFP ATTACHMENT C

LITIGATION DISCLOSURE FORM

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 D

**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 [Proponent] must demonstrate to the CITY's satisfaction that bidder [Proponent] 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 [Proponent] 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 ATTACHMENT E

**SMALL BUSINESS PROGRAM POLICY AND
GOOD FAITH EFFORT PLAN FORM**

SMALL BUSINESS PROGRAM

1. Small Business Participation

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

2. DEFINITIONS related to the Small Business Program Provisions:

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

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

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

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

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

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

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

a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

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

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

4. Good Faith Effort Required

Proposals shall include a 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 the GFEP form shall be declared non-responsive, and excluded from consideration.**

5. MBE-WBE-AABE Certification Required

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

6. Small Business Program Information

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

GOOD FAITH EFFORT PLAN

(Page 1 of 4)

NAME OF PROJECT: Solid Waste, Recycling and Disposal Services for the Northeast Service Area and West Service Area

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.)

- 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 Program 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 Economic Development and Director of the appropriate contracting department (through the submittal 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.

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

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

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

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

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.

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

GOOD FAITH EFFORT PLAN
(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

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

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

RFP ATTACHMENT F
PRICING SCHEDULES

**PRICING SCHEDULE:
“NORTHEAST SERVICE AREA”**

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

- 1. Monthly contract rate per residential unit to be charged for the category of Solid Waste Services per service area(s):** *(All column items for the applicable service area must be completed with a price).*

Solid Waste Services for Northeast Service Area:	2009	2010	2011
Garbage Collection	\$	\$	\$
Garbage Disposal	\$	\$	\$
Dead Animal Collection and Disposal	\$	\$	\$
Recycling Collection	\$	\$	\$
Brush, bulky items and white goods collection including, illegal dump clean up, storm damage, brush shredding, metal recycling and brush mixed with rubbish disposal.	\$	\$	\$
Community and City-wide Clean-up events and disposal	\$	\$	\$
Total Monthly Residential Rate	\$	\$	\$

**PRICING SCHEDULE:
“WEST SERVICE AREA”**

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

- 1. Monthly contract rate per residential unit to be charged for the category of Solid Waste Services per service area(s):** *(All column items for the applicable service area must be completed with a price).*

Solid Waste Services for Northeast Service Area:	2009	2010	2011
Garbage Collection	\$	\$	\$
Garbage Disposal	\$	\$	\$
Dead Animal Collection and Disposal	\$	\$	\$
Recycling Collection	\$	\$	\$
Brush, bulky items and white goods collection including, illegal dump clean up, storm damage, brush shredding, metal recycling and brush mixed with rubbish disposal.	\$	\$	\$
Community and City-wide Clean-up events and disposal	\$	\$	\$
Total Monthly Residential Rate	\$	\$	\$

RFP ATTACHMENT G
INSURANCE REQUIREMENTS

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

INSURANCE REQUIREMENTS

- A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Solid Waste Management Department, which shall be clearly labeled "***Solid Waste, Recycling and Disposal Service for the Northeast Service Area and West Service Area***" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title 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 whereupon City may incur increased risk.

- C) A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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:

TYPE	AMOUNT
1. Workers’ Compensation and Employers’ Liability Statutory	Statutory \$1,000,000 Each Occurrence
2. Broad From Commercial General Liability to include	coverage for the following:
a. Premise/Operations	Bodily Injury and Property Damage of
b. Independent CONTRACTOR	\$1,000,000 per occurrence; with an
c. Product/Completed Operations	aggregate of \$2,000,000 or its
d. Personal Injury	equivalent in umbrella or excess
e. Contractual Liability	liability coverage
f. Environmental Impairment /Impact-sufficiently broad to cover disposal liability on an occurrence basis.	\$5,000,000

3. Comprehensive Automobile Liability Insurance

- | | |
|-----------------------------|---|
| a. Owned/Leased vehicles | Combined Single Limit for Bodily |
| b. Hired/non-owned vehicles | Injury and Property Damage of |
| c. MCS-90 endorsement | \$1,000,000 per occurrence or its
equivalent |

D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, 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). Contractor 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. Contractor 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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days 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.

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

- G) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- H) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- I) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

RFP ATTACHMENT H
INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

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

RFP ATTACHMENT I

SIGNATURE PAGE

SIGNATURE PAGE

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

Proponent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

Co-Proponent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

1. If awarded a contract in response to this RFP, Proponent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments G & H.
2. If awarded a contract in response to this RFP, Proponent will be able and willing to comply with all representations made by Proponent in Proponent’s Proposal and during Proposal process.
3. Proponent 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.
4. Proponent agrees to fully and truthfully submit a Proponent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
5. 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.

RFP ATTACHMENT J
PROPOSAL CHECKLIST

PROPOSAL CHECKLIST

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

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
Tab A	Proponent Questionnaire and Proposed Plan for Service Delivery (RFP Attachment A)	
Tab B	* Discretionary Contracts Disclosure (RFP Attachment B)	
Tab C	Litigation Disclosure (RFP Attachment C)	
Tab D	* Good Faith Effort Plan (RFP Attachment E) (and associated Certificates, if applicable)	
Tab E	Pricing Schedule(s) (RFP Attachment F)	
Tab F	Financial Information	
Tab G	Proof of Insurability <ul style="list-style-type: none"> • Insurance Provider’s Letter • Copy of Current Certificate of Insurance 	
Tab H	Proposal Bond and Associated Power-of-Attorney	
Tab I	* Signature Page (RFP Attachment I)	
Tab J	Proposal Checklist (RFP Attachment J)	
Tab K	Brochures	
	One (1) Original, Eight (8) Copies of Proposal and one (1) CD of entire Proposal in PDF format.	

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



CITY OF SAN ANTONIO

P.O. BOX 839966
SAN ANTONIO, TEXAS 78283-3966

September 12, 2008

RE: REQUEST FOR PROPOSAL (RFP) FOR SOLID WASTE, RECYCLING AND DISPOSAL DATED AUGUST 24, 2008

ADDENDUM I:

This Addendum is issued to notify all interested proposers that:

On September 9, 2008, the City of San Antonio hosted a Pre-Submittal Conference at the Solid Waste Management Department located at 1940 Grandstand, San Antonio, Texas to provide information and clarification regarding the Request for Proposal for Solid Waste Recycling and Disposal for the Northeast Service Area and West Service Area. A list of Pre-Submittal Conference attendees is attached. Questions and response from the Pre-Submittal Conference are provided below.

1. Can the garbage and recycling service be provided semi-automated?

Response: Yes, Semi-automated trucks may be used as described in Section XVIII, Glossary, C: *For the purposes of this contract, CONTRACTOR may use fully automated trucks or trucks equipped with hopper-tippers.*

2. Can we start automated two-cart service on January 1, 2009 versus April 1, 2009?

Response: No, the City requires lead time to review and approve the Contractor's implementation plan, coordinate customer outreach, and coordinate delivery of automated containers.

3. Will the City provide initial automated containers, replacement containers and containers for new homes?

Response: Yes. All automated containers, including replacement containers and containers for new-housing will be supplied by the City. Proponents should insure their lifting equipment is compatible with City-provided containers, outlined in Exhibit H. Section XVII Glossary A: *...Containers lost or damaged by CONTRACTOR shall be expensed to CONTRACTOR.*

4. On page 6, Section 6, explain the requirement for recycling bins provided by the Contractor and ownership reverting to the City?

Response: Prior to April 1, 2009, and until such time as homes are converted to automated collection, the CONTRACTOR will provide recycling containers and ownership will revert to City.

5. When does the City plan to make a decision?

Response: Our plan is to complete the process and present to City Council in November of 2008.

6. Will the leaves referred to on page 7, Section II, B, Item 5, Special Collections be in plastic bags? Can we attempt to recycle leaves?

Response: Leaves for Special Collection Service must be bagged by residents and contractor must service them. Plastic or paper bags are acceptable. The City has no objection to contractors' recycling of leaves collected under this contract. However, requirements for bagging by residents may not be modified. Proponents may include a leaf recycling plan in their submittal to include identification of a leaf recycling drop-off site. No credit or additional compensation is allowed for leaf recycling.

7. Who retains the proceeds from recycle?

Response: The RFP requires the proponent to use Vista Fibers, a City contracted firm, for recycling and the City will retain all revenues.

8. What if the recycle site changes?

Response: The City requires the Contractor to utilize the new processor and/or new location as furnished by the City per Section II, C, Item 2. Vista Fibers is in the process of moving. The City will obtain the address and date of the move to post to the website in a separate document.

9. Are there any Neighborhood Sweeps scheduled? How many neighborhood sweeps will be required?

Response: Ten Neighborhood Sweeps (one per City Council District) are scheduled each fiscal year by the City's Housing and Neighborhood Services Department. There are no Neighborhood Sweeps scheduled in either service area for the upcoming fiscal year (October 1, 2008 – September 30, 2009).

10. Does Section 6, paragraph A, allow termination by the City for any reason with thirty (30) days notice?

Response: Yes.

11. Does the RFP allow mutual option to extend the contract for optional years or City sole option?

Response: Contract extensions are at the City's sole option.

12. Regarding the limit of 5% increase per year from preceding year's base for the optional renewal periods, would the City consider an increase to cover any increased fuel costs?

Response: No. The document allows for pricing for each of first three (3) years. CPI-based increase for optional contract periods, outlined in Section IV, page 13, is the only increase allowed.

13. What is the Dial-a-Trailer program history in these areas?

Response: This information is being obtained and will be posted to the website in a separate document.

List of Attendees
Pre-Submittal Conference: Request for Proposal (RFP) for Solid Waste, Recycling and Disposal Services for Northeast Service Area and West Service Area
September 9, 2008

Tom Armstrong Allied Waste 210-648-5222	Kenneth Ramzinski Allied Waste 210-648-5222
Mack Mitchell Texas Disposal Systems 210-494-3495	Fred Medrano Waste Management 210-619-7757
Albert Perez Waste Management 210-619-7756	Steve Wright TDS 512-421-7600
Jay Howard TDS 512-584-6195	Ron Leahy Texas Disposal System 512-421-1343
Grace Luna City of San Antonio Economic Development Department 210-207-3910	Marilyn Timlake City of San Antonio Purchasing & General Services Department 210-207-6012
David McCary City of San Antonio Solid Waste Management Department 210-207-6470	David Newman City of San Antonio Solid Waste Management Department 210-207-6428
Stephen Haney City of San Antonio Solid Waste Management Department 210-207-6440	David McDaniel City of San Antonio Solid Waste Management Department 210-207-6414
David Lopez City of San Antonio Solid Waste Management Department 210-207-6474	



CITY OF SAN ANTONIO

P.O. BOX 839966
SAN ANTONIO, TEXAS 78283-3966

September 16, 2008

RE: REQUEST FOR PROPOSAL (RFP) FOR SOLID WASTE, RECYCLING AND DISPOSAL DATED AUGUST 24, 2008

ADDENDUM II:

This Addendum is issued to notify all interested proposers that:

On September 9, 2008, the City of San Antonio hosted a Pre-Submittal Conference at the Solid Waste Management Department located at 1940 Grandstand, San Antonio, Texas to provide information and clarification regarding the Request for Proposal for Solid Waste Recycling and Disposal for the Northeast Service Area and West Service Area. Questions and responses from the Pre-Submittal Conference can be found on this website in Addendum I. The following additional information is provided.

Question # 8

What if the recycle site changes?

Response: The City requires the Contractor to utilize the new processor and/or new location as furnished by the City per Section II, C, Item 2. Vista Fibers will transition from the present facility to the new location, at 1223 Corner Way, beginning in the first quarter of the 2009 calendar year.

Question #13

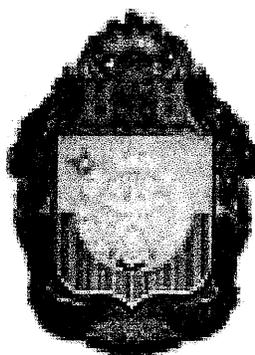
What is the Dial-a-Trailer program history in these areas?

Response: Dial-a-Trailer events were held in the West Service Area on January 19, 2008 and April 19, 2008. No Dial-a-Trailer events have been held in the Northeast Service Area in the 2008 calendar year. The City's average volume for the events is 5.2 tons.

Small Business Program Information

The website for South Central Texas Regional Certification Agency is www.sctrca.org. Certification applications may be downloaded from this website, and contractors may peruse the database for certified businesses.

Proposal to:



for

Solid Waste, Recycling and Disposal
Services for the Northeast Area
and West Service Area

September 23, 2008



September 23, 2008

David McCary
Solid Waste Director
City of San Antonio
1940 Grandstand
San Antonio, Texas 78238

Dear Mr. McCary,

Allied Waste Services of San Antonio appreciates the opportunity to respond to the City of San Antonio request for proposals for "Solid Waste, Recycling and Disposal Services for the Northeast Service Area and West Service Area".

This proposal has been assembled as directed, and every attempt has been made to address all aspects of the RFP.

Thank you for your consideration and please feel free to call with any questions or comments.

Respectfully,

A handwritten signature in black ink, appearing to read 'Rudy Rodriguez', with a long horizontal flourish extending to the right.

Rudy Rodriguez
Manager of Governmental Affairs and Municipal Services



CITY OF SAN ANTONIO

P.O. BOX 839966
SAN ANTONIO, TEXAS 78283-3966

September 12, 2008

**RE: REQUEST FOR PROPOSAL (RFP) FOR SOLID WASTE, RECYCLING AND DISPOSAL DATED
AUGUST 24, 2008**

ADDENDUM I:

This Addendum is issued to notify all interested proposers that:

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Response: Yes.

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Response: Contract extensions are at the City's sole option.

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David Lopez City of San Antonio Solid Waste Management Department 210-207-6474	

12. Regarding the limit of 5% increase per year from preceding year's base for the optional renewal periods, would the City consider an increase to cover any increased fuel costs?

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13. What is the Dial-a-Trailer program history in these areas?

Response: This information is being obtained and will be posted to the website in a separate document.



CITY OF SAN ANTONIO

P.O. BOX 839966
SAN ANTONIO, TEXAS 78283-3966

September 16, 2008

RE: REQUEST FOR PROPOSAL (RFP) FOR SOLID WASTE, RECYCLING AND DISPOSAL DATED AUGUST 24, 2008

ADDENDUM II:

This Addendum is issued to notify all interested proposers that:

On September 9, 2008, the City of San Antonio hosted a Pre-Submittal Conference at the Solid Waste Management Department located at 1940 Grandstand, San Antonio, Texas to provide information and clarification regarding the Request for Proposal for Solid Waste Recycling and Disposal for the Northeast Service Area and West Service Area. Questions and responses from the Pre-Submittal Conference can be found on this website in Addendum I. The following additional information is provided.

Question # 8

What if the recycle site changes?

Response: The City requires the Contractor to utilize the new processor and/or new location as furnished by the City per Section II, C, Item 2. Vista Fibers will transition from the present facility to the new location, at 1223 Corner Way, beginning in the first quarter of the 2009 calendar year.

Question #13

What is the Dial-a-Trailer program history in these areas?

Response: Dial-a-Trailer events were held in the West Service Area on January 19, 2008 and April 19, 2008. No Dial-a-Trailer events have been held in the Northeast Service Area in the 2008 calendar year. The City's average volume for the events is 5.2 tons.

Small Business Program Information

The website for South Central Texas Regional Certification Agency is www.sctrca.org. Certification applications may be downloaded from this website, and contractors may peruse the database for certified businesses.

1

ATTACHMENT A

2

ATTACHMENT B

3

ATTACHMENT C

4

ATTACHMENT E

5

ATTACHMENT F

6

INSURANCE

7

BOND

8

ATTACHMENT I

9

ATTACHMENT J

10

BROCHURES

FINANCIALS
IN ORIGINAL

RESPONDENT QUESTIONNAIRE

Part A - GENERAL INFORMATION

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

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

Respondent Name: BFI Waste Services of Texas, L.P. dba Allied Waste Services of San Antonio

Principal Address: 4542 SE Loop 410

City: San Antonio State: Texas Zip Code: 78222

Telephone No. 210-648-5222 Fax No: 210-648-1499

Social Security Number or Federal Employer Identification Number: 86-1024527

Texas Comptroller's Taxpayer Number, if applicable: 1-86-1024527-8

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

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

X Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: Brad Dugas

Job Title: Market Vice President

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

Name: Rudy Rodriguez

Address: 4542 SE Loop 410

City: San Antonio State: Texas Zip Code: 78222

Telephone No. 210.648.5222 Fax No: 210.648.1499

Email:

rudy.rodriguez@awin.com

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

Yes X No

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

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

Texas Comptroller, Texas Commission on Environmental Quality

5. Where is the Respondent's corporate headquarters located? Phoenix, Arizona

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

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

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

Years 28 Months _____

b. State the number of full-time employees at the San Antonio office. 255

7. **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

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

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

Years 28 Months _____

b. State the number of full-time employees at the Bexar County office. 255

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

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

9. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No X If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

10. **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.

11. Provide any other names under which Respondent has operated within the last 10 years.
Browning Ferris Industries, BFI, Allied Waste Services

CONTACT INFORMATION:

Indicate person whom the City may contact concerning your proposal response or setting dates for meetings.

Name: Rudy Rodriguez
Title: Manager of Business Development, Governmental Affairs and Municipal Services
Address: 4542 SE Loop 410
City: San Antonio State: Texas Zip code: 78222
Telephone No. 210.648.5222 Fax No: 210.648.1499
Email: rudyr.rodriguez@awin.com

CONTACT INFORMATION:

Indicate person whom the City may contact concerning billing/invoicing questions or concerns:

Name: David Venegas
Title: Customer Service Manager
Address: 4542 SE Loop 410
City: San Antonio State: Texas Zip code: 78222
Telephone No. 210.648.5222 Fax No: 210.648.1499

Email: david.venegas@awin.com

B. REFERENCES - Provide a current list of the Respondent's four (4) largest customers receiving like services with preference to municipalities. The reference list shall include the organization name, contact person, phone number, fax number and email address.

Reference No. 1:

Firm/Company Name: Windcrest
Contact Name: Ronnie Cain Title: City Manager
Address: 8601 Midcrown
City: Windcrest State: Texas Zip Code: 78239
Telephone No. 210.655.0022 Fax No: 210.655.8776
Email: _____

Reference No. 2:

Firm/Company Name: Kirby
Contact Name: Zina Tedford Title: City Manager
Address: 1122 Bauman St.
City: Kirby State: Texas Zip Code: 78219
Telephone No. 210.661.3198 Fax No: 210.661.4525
Email: _____

Reference No. 3:

Firm/Company Name: South Padre Island
Contact Name: Dewey Cashwell Title: City Manager
Address: 4501 Padre Blvd.
City: South Padre Island State: Texas Zip Code: 78597
Telephone No. 956.761.6456 Fax No: 956.761.7561
Email: _____

Reference No. 4:

Firm/Company Name: City of Hallettsville
Contact Name: Tom Donnelly Title: City Administrator
Address: 101 N. Main
City: Hallettsville State: Texas Zip Code: 77964
Telephone No. 361.798.3681 Fax No: 361.798.5952
Email: _____

C. EXPERIENCE, BACKGROUND, QUALIFICATIONS - Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team, including **sub-CONTRACTORS**, or joint venture.

1. Describe Respondent's experience relevant to the scope of services contemplated by this RFP. List and describe relevant accounts of similar size and scope performed over the past four years and identify personnel assigned to each customer and their respective roles.

Allied Waste is the second largest non-hazardous solid waste services company in the United States, with annual revenues of nearly \$6 billion and assets of nearly \$14 billion. We guarantee results to hundreds of thousands of satisfied customers each and every day. With headquarters in Phoenix, Allied's team of 26,000 employees nationwide provide superior service to 1,700 municipalities across America. Close to 10 million residential, commercial and industrial customers rely on Allied Waste's service in 128 major markets in 37 states and Puerto Rico. Allied Waste provides customers through a coordinated network of more than 700 collection outlets, transfer stations, landfills and recycling facilities. Allied Waste has earned a reputation as a strong partner with municipalities across the United States.

2. Describe Proponent's experience with providing residential solid waste and recycling collection services to public entities clients, especially large municipalities. If Proponent has provided services for the City in the past, identify the name of the project and/or contract as well as the department for which Proponent provided those services.

Allied provides service to over 1700 municipalities in 37 states and Puerto Rico. Allied is contracted for the City of San Antonio: Landfill – Disposal and has been contracted in the past to service Sunrise area: approximately 6500 residential customers.

3. List other resources, including total number of employees, number and location of offices and/or service centers; number and types of equipment available to support each proposed Service Area.

San Antonio offices - 255 employees, 3 offices: Hauling, BFI ACCO (recycling) and Landfill with over 55 years of life.

4. State the number and professional qualifications (to include Municipal Solid Waste licenses, other pertinent certifications and associations) of staff to be assigned to this contract and relevant experience on projects and/or accounts of similar size and scope. Include resumes of key personnel.

Allied Waste staff holds all required licenses and permits required for hauling, recycling and disposal needs for the scope of work in this RFP including local waste hauling permits.

5. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

Allied Waste staff will provide all necessary staff and equipment to perform all services as proposed.

6. Provide any additional relevant experience or qualifications of Respondent as it relates to the scope of services contemplated by this RFP that you would like the City to consider in its selection.

See attached brochures in section 10



CITY OF SAN ANTONIO

PROPOSED PLAN FOR SERVICE DELIVERY

FOR NORTH WEST & NORTH EAST SERVICE AREA

Operational Plan

a. Describe Methodology for manual garbage collection for each respective Service Area , to include the following:

Proposal for Automated Side load Garbage Collection from day one.

b. Describe Methodology for Garbage Collection for each respective Service Area, to include the following:

1. Proposed collection method

- a. Automated Side load with City provided cart contents only

2. Route description including proposed days of service

If awarded both North East and North West

4 Garbage routes Monday & 2 Recycle routes Thursday

4 Garbage routes Tuesday & 2 Recycle routes Friday

4 Garbage routes Wednesday & 2 Recycle routes Saturday

2 Garbage routes Thursday & 1 Recycle route Monday

2 Garbage routes Friday & 1 Recycle route Tuesday

3. Times and hours of daily operation

7:00a.m. to 6:00p.m.

4. List of collection equipment capacity dedicated to each area

- a. One 25yd Automated Side load Truck per Route

5. Number of crews dedicated to the service of each Service Area

If awarded both North East and North West

Then 4 crews each Service Day for Garbage Collection.

6. Crew size

- a. Each route will consist of a one man crew.

c. Describe plan to provide Curbside Recycling Collection Program for each proposed Service Area, to include the following:

1. 1 Proposed collection method

- a. Automated Side load with City provided cart contents only

2. Route description including proposed days of service

If awarded both North East and North West

4 Garbage routes Monday & 2 Recycle routes Thursday

4 Garbage routes Tuesday & 2 Recycle routes Friday

4 Garbage routes Wednesday & 2 Recycle routes Saturday

2 Garbage routes Thursday & 1 Recycle route Monday

2 Garbage routes Friday & 1 Recycle route Tuesday

3. Times and hours of daily operation

7:00a.m. to 6:00p.m.

4. List of collection equipment capacity dedicated to each area

- a. One 25yd Automated Side load Truck per Route

5. Number of crews dedicated to the service of each Service Area

If awarded both North East and North West

Two crew's for Recycle Collection.

6. Planned inventory level of recycling containers and delivery timeline for manual recycling collection.

- a. Proposal for Automated Service day one, therefore no inventory needed by Contractor since City will be providing delivery of carts.

d. Describe plan to provide other Collection Services (brush and bulky item collection, dead animal pick up, etc.) to include the following:

Will provide brush and bulky item collection, dead animal pick up, ect. Following historical average of tons from service area(s).

Storm damage, natural disaster clean-up, disposal or debris considered an act of God in the service area(s) can be provided at an additional cost to the City to be determined by the Contractor. See exception page in pricing section.

1. Route description including proposed days of service

One cycle, to include 5 sections of approximately 1000 homes.

One week to service each section,

Service days Monday thru Friday.

Total of 5 weeks to complete one cycle of one service area.

Total of 10 weeks to complete both cycles required by City for annual service.

2. Times and hours of daily operation

- a. Monday to Friday
- b. 7:00a.m. to 6:00p.m.

3. List of collection equipment capacity dedicated to the Service Area.

Brush Grappler with 30 cubic yard container

4. Number of crews dedicated to the service the Service Area

One crew per section, per cycle, per service area

e. Provide list of identified landfills, disposal sites and waste reduction processors, if any, that Proponent intends to utilize.

Tessman Landfill

Covel Landfill

Vista Fibers

f. Provide a detailed list of all Proponent's reserve equipment available to ensure timely delivery and completion of all services listed herein.

3 Brush Grappler Trucks

If awarded contract for both service areas additional 2 Brush Grappler Trucks.

20 Rear load Trucks

5 Automated Side loads

If awarded contract for both service areas additional 4 automated side loads.

2. Describe Proponent's Recycling Customer Education Plan to include the following:

a. Proposed educational and outreach programs

As required by the City

b. Proposed customer education to minimize excessive contamination of rates in the Recycling program.

Will provide route audits, in addition to informational flyers to the residents of the routes containing contaminated loads as needed.

3. Describe Proponent's Customer Service Office and Procedures to include the following:

a. Hours of operation

8:00a.m. to 5:00p.m.

b. Staffing Plan based upon anticipated call volume

Fully staffed and able to handle an increase in call volume for a contract this size.

c. Outline procedure for recording, assigning, and tracking customer service

requests during and after regular business hours.

During Business hours calls will be handled by Customer Service and recorded in our database. Then processed by Dispatch through to the drivers.

After hours calls will be routed to a recording, which allows customers to leave a message. These messages are checked daily by the Customer Service Manager and flowed through to Dispatch and/or a Supervisor.

Also, an emergency contact list will be provided if awarded the contract.

d. Provide evidence of the ability to respond to service requests within the

Service Level Agreement Time Commitments contained in this RFP.

We have 42 drivers in our Residential Line of Business with 2 Residential Route Supervisor's, fully staffed Customer Service Department and 5 dispatchers.

e. Identify Emergency contacts and provide telephone numbers for contact on 24/7

(seven days per week, 24-hours per day) basis.

Kenneth Ramzinski	210-834-9228
Jesse Segovia	210-347-7997
Mike Mendez	210-834-9122
Albert Ruelas	210-347-7992
Rick Gonzales	210-389-1309
Chelsy Slaughter	210-286-0915

City of San Antonio
Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity³ that is a party to the discretionary contract.

Note: At a minimum, the Respondent's name should be listed.

BFI Waste Services of Texas, L.P.

(2) Identify any individual or business entity which is a *partner, parent or subsidiary* business entity, of any individual or business entity identified above in Box (1):

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

Allied Waste Services

(3) Identify any individual or business entity that would be a *subcontractor* on the discretionary contract.

No subcontractor(s); or

List subcontractors:

(4) Identify any *lobbyist or public relations firm* employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

³ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions
 List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; if contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals
 Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature: 	Title: MGR. OF GOVT AFFAIRS Company or D/B/A: BFI WASTE SERVICES OF TEXAS, L.P.	Date: 9/23/08
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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 X

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 X

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 X

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.

GOOD FAITH EFFORT PLAN

(Page 1 of 4)

NAME OF PROJECT:

SOLID WASTE, RECYCLING AND DISPOSAL SERVICES

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: BFI Waste Services of Texas, L.P. dba Allied Waste of San Antonio
 Address: 4542 SE Loop 410

City: San Antonio State: Texas Zip Code: 78222

Telephone: 210/648-5222 E-mail Address: rudy.rodriguez@awin.com

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

- 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 Program 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 Economic Development and Director of the appropriate contracting department (through the submittal 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.

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

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.
- Not applicable _____
- _____
10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN
(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

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


SIGNATURE OF AUTHORIZED OFFICIAL

Manager of Governmental Affairs and Municipal Services
TITLE OF OFFICIAL

9/23/08 210/648-5222
DATE PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

**PRICING SCHEDULE: COMBINED
“NORTHEAST SERVICE AREA AND WEST SERVICE AREA”**

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

- 1. Monthly contract rate per residential unit to be charged for the category of Solid Waste Services per service area(s):** *(All column items for the applicable service area must be completed with a price).*

Solid Waste Services for Northeast Service Area and West Service Area Combined:	2009	2010	2011
Garbage Collection	\$ *	\$ *	\$ *
Garbage Disposal	\$ *	\$ *	\$ *
Dead Animal Collection and Disposal	\$ *	\$ *	\$ *
Recycling Collection	\$ *	\$ *	\$ *
Brush, bulky items and white goods collection including, illegal dump clean up, storm damage, brush shredding, metal recycling and brush mixed with rubbish disposal.	\$ *	\$ *	\$ *
Community and City-wide Clean-up events and disposal	\$ *	\$ *	\$ *
Total Monthly Residential Rate	\$15.99	\$15.99**	\$2010***

** Included in monthly rate*

*** 2009 rate (\$15.99) increased by CPI-80%/DOE: Diesel-20%*

****2010 rate increased by CPI-80%/DOE: Diesel-20%*

See Attached Request for Exceptions



Request of Exceptions

RFP

Solid Waste, Recycling & Disposal Services

for the Northeast Service Area and West Service Area

Exception:

II. Scope of Services

a. Collection procedures and schedule:

3. Conversion to automated service

Exception:

Lead-time to obtain automated side load trucks is approximately 180 days.

Anticipated award date (November 2008) would not give sufficient lead-time to obtain automated trucks from manufacturer. Therefore, exception is requested to begin automated service 180 days from award date.

If the required start date is prior to our proposed timeline outlined above, Allied Waste proposes to provide manual service at a rate of \$25.00 per home monthly until automated vehicles are obtained. Pricing will revert to bid price upon receipt of automated vehicles.

Exception:

II. Scope of Services

i. Storm damage or natural disaster clean – up and disposal

Storm damage, natural disaster clean up, debris considered an act of God and disposal in the service area(s) above historical average volumes can be provided at an additional cost of \$12.50 cubic yard to load and haul, \$3.25 to manager temporary disposal and reduction sites, \$2.75 to grind or reduce and \$3.50 on final haul to disposal site as per FEMA guidelines. City to reimburse for disposal at city's contracted rate.



Exception:

IV. Term of contract and optional performance terms / adjusted level of services.

RFP bases CPI adjustment on US Department of Labor, Bureau of Labor Statistics Consumer Price Index-Urban Wage Earners and Clerical Workers South Urban adjustment.

Allied Waste proposes a 80% of the Water, Wastewater and Garbage index and 20% of the annual diesel change as per the DOE/EIA posting for annual cost adjustments.

<p>PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>	
<p>INSURED Allied Waste North America, Inc. (Named Insd. Cont. Below) 18500 North Allied Way Phoenix, AZ 85054</p>	<p>INSURERS AFFORDING COVERAGE</p>	<p>NAIC#</p>
	<p>INSURER A: American Home Assurance Company</p>	<p>19380-005</p>
	<p>INSURER B: Illinois National Ins. Co.</p>	<p>23817-002</p>
	<p>INSURER C: Ins. Co. of the State of PA</p>	<p>19429-000</p>
	<p>INSURER D: New Hampshire Insurance Company</p>	<p>23841-001</p>
	<p>INSURER E:</p>	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Employers Liability (Stop Gap) coverage for Monopolistic States is included.

Additional Workers Compensation Policy:

Insurance Company	Policy #	Eff./Exp. Dates
New Hampshire Insurance Company	WC5145028	01/01/08-01/01/09

Limits:

- \$1,000,000 Each Accident
- \$1,000,000 Disease - Policy Limit
- \$1,000,000 Disease - Limit Each Employee

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



BID BOND

KNOW ALL BY THESE PRESENTS, That we, BFI Waste Services of Texas, LP

of 4542 SE Loop 410, San Antonio, TX 78222 (hereinafter called the Principal),

as Principal, and Safeco Insurance Company of America

(hereinafter called the Surety), as Surety are held and firmly bound unto City of San Antonio, 1940 Grandstand, San Antonio, TX 78238

(hereinafter called the Obligee) in the penal sum of Ten Thousand & No/100 Dollars ----- Dollars (\$ 10,000.00)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Solid Waste Collection, Recycling and Disposal Services for the Northeast Area and the West Service Area

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 23rd day of September, 2008.

Amy Fowler
Amy Fowler _____
Witness

BFI Waste Services of Texas, LP (Seal)
Principal
Mary Pena
Mary Pena, Attorney-in-Fact _____
Title

Joe Martinez
Joe Martinez _____
Witness

Safeco Insurance Company of America
By Elizabeth Rhodes
Elizabeth Rhodes _____
Attorney-in-Fact

Optional Counter Signature Area





POWER OF ATTORNEY

Allied Waste Industries, Inc., incorporated under the laws of the State of Delaware, and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints Marsh USA Inc. acting through and by any of Donald R. Gibson, Sandra Parker, Melissa Haddick, Mary Pena, Joe Martinez, Elizabeth Rhodes and Tannis Mattson, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.
2. Surety bonds and/or bid bonds on behalf of Allied Waste Industries, Inc. and its subsidiaries, including, but not limited to, Allied Services, LLC, Allied Waste North America, Inc., Allied Waste Systems, Inc., Allied Waste Transportation, Inc., American Disposal Services of Missouri, Inc., BFI Waste Systems of North America, Inc., BFI Waste Services, LLC and BFI Waste Services of Texas, LP in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds on behalf of Allied Waste Industries, Inc. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by Allied Waste Industries, Inc. and its subsidiaries. Allied Waste Industries, Inc. hereby agrees to ratify and confirm whatsoever Marsh USA Inc. shall lawfully do pursuant to this power of attorney and the letter agreement dated October 29, 2002 between Marsh USA Inc. and Allied Waste Industries, Inc. and until notice or revocation has been given by Allied Waste Industries, Inc. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 4th day of December, 2006, on behalf of Allied Waste Industries, Inc. by its Vice President, Acting General Counsel and Assistant Corporate Secretary, Jo Lynn White.

ALLIED WASTE INDUSTRIES, INC., a Delaware corporation

By: Jo Lynn White
Jo Lynn White

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

Subscribed and sworn to before me this 4th day of December 2006, by Jo Lynn White.

Susanne A. Webb
Notary Public





POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 5713

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****AMY FOWLER; DONALD R. GIBSON; MELISSA HADDICK; JACQUELINE KIRK; JOE MARTINEZ; TANNIS MATTSON; TERRI MORRISON; SANDRA PARKER; MARY PENA; ELIZABETH RHODES; GINA A. RODRIGUEZ; Houston, Texas*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 11th day of June, 2008

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of Tim Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 23rd day of SEPTEMBER, 2008



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.

SAFECO

September 3, 2008

City of San Antonio
1940 SE Loop 410
San Antonio, TX 78238

Principal: BFI Waste Services of Texas, LP
Bid Date: September 23, 2008
Description: Solid Waste Collection, Recycling and Disposal Services for the
Northeast Area and the West Service Area

Dear Sir/Madam:

We, Safeco Insurance Company of America, hereby agree that in the event an award is made to BFI Waste Services of Texas, LP, on the project as captioned, and a contract is signed, we will execute the necessary Performance and Payment Bonds, that may be required.

Sincerely,

Safeco Insurance Company of America



Elizabeth Rhodes
Attorney-In-Fact

Attachment

SAFECO INSURANCE COMPANY OF AMERICA
SAFECO LIFE INSURANCE COMPANY
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SAFECO NATIONAL INSURANCE COMPANY
SAFECO NATIONAL LIFE INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF ILLINOIS



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 5713

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its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 11th day of June, 2008

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of Tim Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 3RD day of SEPTEMBER, 2008



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.

SIGNATURE PAGE

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

BFI Waste Services of Texas, L.P. dba Allied Waste Services of San Antonio

Proponent Entity Name

Signature:  _____

Printed Name: Rudy Rodriguez

Title: Manager of Governmental Affairs and Municipal Services

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

Co-Proponent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

1. If awarded a contract in response to this RFP, Proponent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments G & H.
2. If awarded a contract in response to this RFP, Proponent will be able and willing to comply with all representations made by Proponent in Proponent's Proposal and during Proposal process.
3. Proponent 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.
4. Proponent agrees to fully and truthfully submit a Proponent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
5. 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.

PROPOSAL CHECKLIST

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

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	✓
Tab A	Proponent Questionnaire and Proposed Plan for Service Delivery (RFP Attachment A)	✓
Tab B	* Discretionary Contracts Disclosure (RFP Attachment B)	✓
Tab C	Litigation Disclosure (RFP Attachment C)	✓
Tab D	* Good Faith Effort Plan (RFP Attachment E) (and associated Certificates, if applicable)	✓
Tab E	Pricing Schedule(s) (RFP Attachment F)	✓
Tab F	Financial Information	✓
Tab G	Proof of Insurability <ul style="list-style-type: none"> • Insurance Provider’s Letter • Copy of Current Certificate of Insurance 	✓
Tab H	Proposal Bond and Associated Power-of-Attorney	✓
Tab I	* Signature Page (RFP Attachment I)	✓
Tab J	Proposal Checklist (RFP Attachment J)	✓
Tab K	Brochures	✓
	One (1) Original, Eight (8) Copies of Proposal and one (1) CD of entire Proposal in PDF format.	✓

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



CITY OF SAN ANTONIO Request for Council Action

Agenda Item # 46
Council Meeting Date: 11/20/2008
RFCA Tracking No: R-4166

DEPARTMENT: Solid Waste Management **DEPARTMENT HEAD:** David W. McCary

COUNCIL DISTRICT(S) IMPACTED:
Council District 4, Council District 6, Council District 10

SUBJECT:
Contract for Solid Waste, Recycling and Disposal Services for Designated Areas

SUMMARY:

This ordinance authorizes a contract with BFI Waste Services of Texas, L.P., dba Allied Waste Services of San Antonio, to provide solid waste, recycling and disposal services to designated areas in the Northeast and West Service Areas (previously identified as Longs Creek and Heritage Northwest respectively) for the period of January 1, 2009 to December 31, 2011 and authorizes two, one year extensions upon the approval of the Director of Solid Waste Management. The estimated cost for the first year of service is \$1,981,353.00 and is within the department's operating budget.

BACKGROUND INFORMATION:

Since these areas were annexed by the City of San Antonio in 1996, they have been successfully serviced by private companies. There are currently 5,280 residential units in the Northeast Service Area and 5,046 residential units being serviced in the West Service Area, for a total of 10,326 homes to be serviced.

A Request for Proposal was issued by the Solid Waste Management Department, with a coordinated effort of the Purchasing and General Services Department. Two responses were received and evaluated based on the criteria of experience, background, qualifications, proposed plan for service delivery, pricing schedule and Small Business Economic Development Advocacy Program (SBEDA). Based upon the stated criteria, the evaluation committee selected BFI Waste Services of Texas, L.P. dba Allied Waste Services of San Antonio.

The initial term of this contract is January 1, 2009 through December 31, 2011 with the option of two, one-year renewals. Pricing is reevaluated each year of the contract, on a per home, per month basis. The pricing for the initial three year term is \$15.99 per month, per home for year one, \$16.79 per month, per home for year two and \$17.62 per month, per home for year three. Modification of compensation for any renewal term shall be subject to a Consumer Price Index (CPI). The adjustment for the CPI may not vary more than 5% from the previous year's base compensation amount for each respective term year.

During the first year of this contract, the areas will be converted to the automated two-cart collection system in accordance with the City's multi-year automated collection

system phase-in plan. The Solid Waste Management Department will manage the customer education component of the automated conversion to ensure the continued acceptance and success of the automated collection system. Staff support for neighborhood meetings and 311 service will also be provided.

ISSUE:

The current contracts for these areas expire on December 31, 2008. Solicitation for services by the private sector allows the City to collaborate with and evaluate costs and quality of service, and continues the City Council's direction to use private sector firms to enhance the City's efficiency.

ALTERNATIVES:

State law requires collection of putrescible waste weekly with subsequent disposition in a sanitary landfill. Should this contract not be approved, the Solid Waste Management Department will be required to resolicit for these services. Due to the current timeframe, favorable pricing may not be achieved. Use of City forces and equipment would require additional capital and funding that has not been forecasted in the fiscal year 2009-2010 budget.

FISCAL IMPACT:

Approval of this ordinance authorizes expenditures in the approximate amount of \$1,981,353.00 for the first year of the proposed contract. This amount may fluctuate based on the total number of homes serviced. This is an annual contract and funding has been budgeted within the Solid Waste Management Department which is part of the Environmental Services Enterprise Fund. There are sufficient funds to cover the total estimated annual cost of \$1,981,353.00.

RECOMMENDATION:

Staff recommends approval of this contract with BFI Waste Services of Texas, L.P. dba Allied Waste Services of San Antonio for solid waste, recycling and disposal services for the Northeast Service Area and West Service Area for the estimated first-year amount of \$1,981,353.00.

ATTACHMENT(S):

File Description	File Name
Solid Waste Recycling and Disposal Services RFP	Solid Waste Recycling and Disposal Services RFP.pdf
Solid Waste Recycling and Disposal RFP Addendum I	Solid Waste Recycling and Disposal RFP Addendum I.pdf
Solid Waste Recycling and Disposal RFP Addendum II	Solid Waste Recycling and Disposal RFP Addendum II.pdf
Allied Waste Proposal 2008 NE-West	Allied Waste Proposal 2008 NE West.pdf
Score Summary - West	Score Summary - West.pdf
Score Summary - Northeast	Score Summary - Northeast.pdf
Voting Results	
Original Vote Slip	Original Vote Slip.pdf
Ordinance/Supplemental Documents	200811201057.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

David W. McCary Director Solid Waste Management

APPROVED FOR COUNCIL CONSIDERATION:

Frances A. Gonzalez Assistant City Manager