

CITY OF SAN ANTONIO
SOLID WASTE MANAGEMENT DEPARTMENT



REQUEST FOR PROPOSAL
("RFP")

for

HOUSEHOLD HAZARDOUS WASTE COLLECTION, CHARACTERIZATION,
PACKAGING, TRANSPORTATION, RECYCLING AND DISPOSAL
(RFP 22-047, 6100014793)

Release Date: March 2, 2022
Proposals Due: May 2, 2022, at 11:00 AM Central Time

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

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

****For this solicitation, the first day contributions are prohibited is **March 16, 2022.** The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.***

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

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003 - BACKGROUND

The City of San Antonio's ("City") Solid Waste Management Department is seeking proposals from qualified firms to perform operation of a Household Hazardous Waste ("HHW") Program that provides for the collection, categorization, packaging, transportation, recycling and disposal of household hazardous waste. Duties would be expected to be performed in compliance with applicable Resource Conservation and Recovery Act's (RCRAs) Subtitle C Program (federal), the Texas Administrative Code Chapter 335 Industrial Solid Waste and Municipal Hazardous Waste (State) environmental regulations and this Request for Proposal (RFP). The HHW Program administrator is the Solid Waste Management Department ("SWMD") of the City of San Antonio. This program provides an environmentally safe and convenient means for citizens of San Antonio to dispose of household hazardous wastes such as pesticides, paints, solvents, automotive products, cleaning agents, and electronic waste. The successful environmental professional ("Respondent") to whom the contract is awarded, will provide collection, characterization, packaging, transportation, recycling and disposal of household hazardous wastes for the City of San Antonio in coordination with the SWMD.

Currently, the City operates a permanent HHW Drop-off Center located at 7030 Culebra Road. It is a secured site consisting of a main HHW collection and storage building (#2), two hazardous materials storage lockers, above ground motor oil/antifreeze collection tanks, and an administration building (#1). The site is open for operation Tuesday through Friday 8am until 5pm and Saturday from 8am until 12 pm, except certain recognized City Holidays. The City also operates a second HHW Drop-off Center located at 1800 Wurzbach Parkway. It is a secured site with an open warehouse area, one (1) hazardous material storage building and is part of the Bitters Recycling Center. This site currently operates one Friday and one Saturday per month, from 8:00 am to 12:00 pm. Operational days and hours for this site may be expanded upon in the near future, although no final plans have been made.

Generally, the Respondent shall be responsible for collection, categorization, packaging, transportation, recycling and disposal of materials, more specifically described below. Additionally, the Respondent will also be required to provide personnel to staff the HHW Drop-off Centers. Typically, a field chemist and approximately three to six additional field technicians are necessary to assist with unloading, segregating, and processing waste for disposal and material for recycling or reuse at these sites.

In addition to the permanent HHW Drop-off Centers, the City provides currently three (3) mobile collection events at 2755 Rigsby Road. City may add more mobile collection events at different locations at a future date. The events are scheduled on a Saturday from 8:00 am to 1:00 pm in conjunction with the HHW Drop-off Centers. The events allow citizens a more convenient method for disposal. The Respondent will be responsible for mobilization, staffing, collection, categorization, packaging, transportation, recycling, and disposal of materials from these designated collection points and/or events.

City staff will assist with the operations, as assigned by the City's SWMD Representative, to ensure the efficient function of the Drop-off Centers and other scheduled collection points or events at all times.

The Respondent will be responsible for transporting all collected materials off-site to an authorized storage or disposal facility within 30-days of receipt or as determined to be necessary and requested by the SWMD. The anticipated attendance at the HHW Drop-off Centers should be expected to range from approximately 150 to 300 vehicles a day, although some days could attract as many as 500 participants. Attendance for each mobile event can range from approximately 500 to 2000 vehicles per event. Currently, through other agents, the City segregates and separately processes a percentage of Respondent-collected latex paint, oil, antifreeze, batteries, and electronic waste gathered under the HHW program. The City will maintain the rights to separately process these recyclable materials after the initial collection and segregation tasks are performed by the Respondent.

The City of San Antonio, Solid Waste Management Department ("City") seeks proposals from qualified Respondents interested in providing the services as described in this RFP.

004 - SCOPE OF SERVICE

Objectives of this solicitation include the City's securing the professional environmental services of a Respondent to provide collection, characterization, packaging, transportation, recycling, and disposal services for the City of San Antonio Household Hazardous Waste (HHW) Program. **To accomplish objectives and goals, the City anticipates entering into a three-year service agreement with two (2) additional one-year optional renewal terms.** Anticipated collection volumes and a breakdown by disposal method of the material estimated to be collected are included in the attached Price Schedule.

Among the goals of this contract is accomplishment of City staff training, provided by the Respondent, to enable City staff to properly receive, identify, segregate, package, and manifest materials subject of the contract. Further, but imperative objectives, are to fulfill the City's needs for a Respondent whose excellent reputation, superior service record, financial solvency, and highest qualifications will assure to the City the safest operations with the least liability possible to the City, given the highly regulated nature of contract activities and associated environmental liability exposures.

SPECIFICATIONS

The specifications below set forth the minimum requirements for the collection, characterization, packaging, transportation, recycling, and disposal of household hazardous wastes from the City of San Antonio's Household Hazardous Waste Drop-off Center.

1.1 All work performed under these specifications shall meet or exceed the state and federal rules and regulations, previously mentioned, pertaining to management and disposal of hazardous household waste.

1.2 All disposal sites utilized by the Respondent under the terms and conditions of this contract shall be authorized by appropriate federal, the Environmental Protection Agency (EPA), and state, the Texas Commission on Environmental Quality (TCEQ), regulatory agencies and be approved by the City of San Antonio.

1.3 Respondent shall maintain a current Environmental Protection Agency (EPA) identification number and current Texas Commission on Environmental Quality (TCEQ) registration throughout the term of the contract as required by law.

1.4 Respondent shall maintain all required insurance, federal and state permits for transportation and disposal, facility inspection plans and records, and comply with all applicable requirements of Texas Administrative Code, Titles 30 and 31, and Code of Federal Regulations, Titles 29, 40 and 49, and any other applicable federal, state, and local regulations throughout the term of the contract.

1.5 Implementation

The Respondent shall provide services in accordance with the following:

1.5.1 Respondent shall be responsible for furnishing all equipment, material, and labor required to unload, characterize, package, transport, recycle and dispose of the hazardous waste collected at the Household Hazardous Waste Drop-off Centers, including other designated mobile collection events.

1.5.2 Respondent shall assume generator status, all liability and performance responsibility, from the time work begins and waste is accepted, through final disposition, including, but not limited to, handling at the collection facility and transportation to an authorized disposal or recycling site for all materials accepted at the HHW facility.

1.5.3 Respondent shall be responsible for all costs included in and necessary to the management, handling, and disposal of all generated wastes. For purposes of this contract, "generated wastes" mean all waste materials subject of this contract. [Excluded: - incidental "trash" and other debris generated during facility site collection events, which trash and debris are clearly municipal solid waste and for which the City shall be responsible.]

1.5.4 Respondent shall characterize, securely package, properly label, and manifest waste collected at the permanent Culebra and Bitters facilities and from other designated collection points as needed at times and dates mutually agreed upon by both the Respondent and the City.

1.5.5 Other additional collection events may be conducted on a monthly, quarterly, weekends, or as needed basis at Bitters, Rigsby Bulky and other locations to be determined by SWMD. These events will accept household hazardous waste from City residents on dates and locations to be agreed upon by the Respondent and the City.

1.5.6 With Respondent's assistance, Household Hazardous wastes will be continuously collected by the City on a weekly basis and stored at the Culebra and Bitters facilities in accordance with regulations and restrictions imposed by the TCEQ and U.S. Environmental Protection Agency (EPA).

1.5.7 The City, at its discretion, may cancel or change dates or hours of operation upon providing Respondent with seven (7) calendar days written or telephone notice. The City also reserves the right to cancel or change dates when the wellbeing of participants or any health or safety issue may be a concern to the City. Under the latter circumstance, the City shall give Respondent telephone or written notice as soon as reasonably possible.

1.5.8 Respondent shall transport hazardous wastes off-site from the HHW Drop-off Center to an authorized storage, recycle or disposal facility within 30 days of the date of collection or as determined to be necessary and requested by the SWMD Representative.

1.5.9 Respondent shall meet with City staff within thirty (30) days after commencement of the Contract to evaluate program administration, detailed program planning, identification of tasks, and required schedule to improve the accomplishment of program tasks.

1.5.10 Respondent shall identify tasks that can be safely performed by City personnel and volunteers, with and without direction from the Respondent's professional staff.

1.5.11 Respondent shall provide all equipment and supplies necessary for those portions of the collection site used for collection, characterization, handling, packaging, and transportation of household hazardous wastes, including safety equipment.

1.5.12 In connection with regular and scheduled collection events, Respondent shall be directly responsible for unloading participants' vehicles; segregating hazardous, non-hazardous, and recyclable materials; characterizing waste, packaging all hazardous wastes in accordance with Department of Transportation requirements; preparing container content sheets, manifests, notifications, certifications, and other shipping documents; transportation; and recycling or disposal of collected hazardous wastes.

1.5.13 Respondent shall provide assistance to citizen participants with information on their wastes, including the reasons for any waste rejection.

1.5.14 Respondent shall collect, segregate, and accumulate a percentage, based on amounts received, of potentially recyclable waste such as latex paint, oil, batteries, and electronic waste for the City's benefit to recycle under other separate City agreements. The balance of recyclables shall be processed by Respondent and delivered to appropriate recyclers by Respondent.

1.6 Safety and Spill Contingency Plans for Both the Respondent and the City

In consultation or independently, the SWMD Representative and the Respondent's Project Manager may upgrade or downgrade protection requirements, depending on the associated hazards, volume of traffic, and weather conditions. While the Respondent shall have and maintain independent contractor status on account of Respondent's special expertise to perform this contract, the City's premises will be used for the program and the City's SWMD Representative shall have responsibilities appropriate to protection of the property and persons taking part in the Program. The City will control access and use of the premises and all City property.

1.6.1 Safety Contingency Plan

Respondent and City staff shall be required to follow basic protection guidelines, which include, but are not limited to, the following:

-Wearing of work uniform, safety glasses, and safety shoes.

-Wearing chemical gloves shall be required when working in the receiving area accepting waste materials.

-Lab packaging of chemical waste shall require the same level of protective gear as worn in the receiving area with the addition of a protective over-suit.

-An individual air-purifying respirator, (equipped with organic vapor / acid gas / high efficiency combination cartridges) shall be available within reach of all personnel.

-Each individual shall have a pair of chemical splash goggles available.

-Segregation and packaging of liquid waste shall require Tyvek coveralls/apron, chemical gloves, and chemical boots or boot covers. Additionally, respiratory protection, and chemical goggles and face shield (if not using a full-face respirator) may be required by the SWMD Representative or Respondent's Project Manager.

-Respondent shall provide the City of San Antonio HHW staff with personal protective gear and training to use the gear, as may be required during collection services.

1.6.2 Spill Contingency Plan

The City's SWMD Representative is responsible for notifying and advising local emergency groups and agencies of collection events prior to public participation. A list of these agencies and services shall be maintained at the facility and shall include but not be limited to phone numbers and addresses of the Department of State Health Services, TCEQ, ambulance and rescue services, and the fire and police departments. Directions to the nearest hospital will be available to all personnel at each site.

The City's SWMD Representative is responsible for activating the City's Emergency Plan. Under emergency conditions, the Respondent's Project Manager shall support and advise the SWMD Representative. The Respondent shall be responsible for all worker safety.

1.6.3. Worker Safety

Respondent's Project Manager, SWMD Representative, and any other trained Respondent personnel may render minor first aid in situations of injury and exposure.

City shall maintain a first aid kit with sufficient supplies to care for minor injuries and heat stress problems.

City shall provide and maintain an on-site emergency personal deluge shower and eye wash station at the HHW Drop-off Centers.

In situations of inhalation of a toxic compound, the affected individual(s) shall be removed to fresh air and transported to an emergency medical facility, and other personnel will be evacuated if necessary. If transportation/evacuation by Respondent is not feasible, the ambulance or rescue squad will be contacted and site personnel shall continue first aid treatment until medical personnel arrive.

1.6.4. Waste Related Incidents

Waste related incidents shall include, but not be limited to: spill, fire, explosion, chemical reaction or release of toxic gases or vapors.

In an emergency waste related situation the City's SWMD Representative shall be responsible for assessing the situation and shall initiate action.

Respondent shall maintain on-site emergency spill response equipment, including: class ABC dry chemical fire extinguishers, emergency air horns, absorbents and shovels.

Respondent and City staff shall restrict public access to the site as appropriate.

At all times, the entire collection facility shall be designated a non-smoking area and be clearly marked by the City with "No Smoking" signs.

An emergency air horn will be placed in the active work location.

Notification of state emergency agencies will be the responsibility of the City's SWMD Representative.

1.7 Program Execution Responsibilities

In executing the program, the Respondent and the City shall be responsible as follows:

1.7.1 Generator Status and Acceptance for Disposal

Respondent shall be deemed the "generator" (for the purposes of Texas and Federal laws and regulations) of all materials accepted by the Respondent at the sites utilized for the Household Hazardous Waste Collection Program.

Respondent shall assure that materials for which Respondent accepts generator status shall be accepted for disposal at the final disposal site(s).

1.7.2 Safety

Respondent and SWMD Representative shall pay proper attention to personal safety of all involved personnel throughout the program. All operations must be performed in a safe manner and in accordance with federal and state regulations.

Respondent shall ensure that its personnel involved in this program are trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, spills, and general first aid procedures.

Handling and personal protective equipment for City staff, volunteers and Respondent's staff shall be provided by Respondent and be appropriate to safe handling of the hazardous waste.

To detect and correct conditions that may lead to job-related injuries, Respondent shall have a medical surveillance program for personnel involved in the direct handling and/or exposure to the chemical waste and the primary containers. Training sessions for volunteers will be provided by the Respondent's Safety Officer prior to any collection event occurring at the facility.

1.7.3 General Site Rules

Eating, drinking, and smoking are strictly prohibited at all HHW collection events, waste drop-off collection sites and handling areas. Specific break areas will be provided at HHW collection events, waste drop-off collection sites and handling areas.

All atmosphere supplied respiratory devices must meet at least the requirements of the specifications for Grade D breathing air as described in Compressed Gas Association Commodity Specification G-7.1-1966.

Should site evacuation be necessary, the City's SWMD Representative shall:

- Alert all on-site personnel and program participants

- See that all personnel and volunteers are evacuated to a prearranged area;

- Perform a personnel count to account for City staff and volunteers and direct Respondent to account for its staff.

- No person will be assigned to a task that requires the use of respiratory protection until they are trained and determined to be physically capable of using such devices. This determination will be made by a physician.

- Beards, facial hair, and sideburns (which may interfere with respirator sealing) are prohibited for **all** personnel using respiratory protection (Respondent, City staff, visitors, volunteers, and state and federal representatives).

- Parking of non-essential vehicles outside of the designated parking area is prohibited.

- The City's SWMD Representative shall have the discretion and authority to remove anyone from the site and prohibit their re-entry, should the SWMD Representative or Respondent determine that the person threatens site safety and/or security or causes the SWMD Representative or Respondent to believe the person may pose a threat to safety or security of the site or any person.

1.7.4 Security

The site shall be secured daily by the City at the close of each day by locking all samples, packaged chemicals, site materials, emergency equipment, and movables, in the appropriate storage buildings.

City shall install and maintain warning signs around the perimeter of the collection site; storage lockers containing waste will be marked to discourage tampering.

1.7.5 Collection Procedures

City shall be responsible for opening the HHW Drop-Off Centers and will participate by directing traffic, unloading vehicles and handling waste deemed not hazardous by the contractor.

Respondent shall submit to the City a list of materials or class of materials, if any, that Respondent recommends should not be accepted for disposal along with a description of procedures to be used to determine whether or not material will be accepted for disposal. City shall make the final determination as to what materials or class of materials to accept.

1.7.6 Waste Determination and Identification / Recycling Priority

Respondent shall adequately classify and segregate waste for proper, legal, and safe transportation and disposal. Respondent shall test waste, or have it tested, to the extent necessary for packaging and transport according to United States Department of Transportation (DOT) hazard classes and disposal requirements and shall provide equipment that will be used on site to identify or categorize waste or to sample waste for subsequent appropriate disposal. Respondent shall provide the SWMD Representative sufficient documentation of process knowledge and / or waste stream analysis as may be necessary for the City to be compliant with TCEQ records retention regulations requiring written evidence of such knowledge or testing to be immediately on hand at the facility to support waste management and disposal methodology.

The Respondent will recycle materials if possible and explain why recycling is not possible in regard to disposed materials. The Respondent will provide beneficial reuse when feasible if recycling is not possible. The preferred method of waste management is recycling or reuse, followed by Resource Conservation and Recovery Act (RCRA) incineration or chemical treatment. Land disposal is to be minimized to the extent possible.

1.7.7 Provision of Shipping Containers

Respondent shall provide containers and packing for shipping hazardous waste, all of which must meet disposal requirements and applicable federal and state regulations as previously mentioned.

1.7.8 Other Pre-shipment Tasks

Respondent shall utilize an inventory control system that ensures proper record keeping and manifesting of hazardous waste shipments. Preparation of waste for shipment must be in accordance with applicable DOT regulations regarding packaging, labeling, marking, and placarding.

1.7.9 Preparation of Materials for Transport

Respondent shall supply all necessary technical personnel, labor, equipment, and materials to properly categorize, package, mark, label and load for transport all the materials at the collection facility for safe transportation and legal and final disposal at an authorized facility.

Respondent or City staff shall interview participants and identify those with known and unidentified hazardous wastes. Participants with unknown wastes and those wastes known to create particular problems may be directed to an area outside of the work area. Respondent and City staff shall conduct further interviewing to assist Respondent in identifying the waste and prescribing special handling procedures, as necessary.

Respondent or City staff shall remove and segregate household hazardous waste at the waste segregation area. Following receipt of the waste, Respondent's chemist shall check each container for proper labeling and identification. If the container is properly identified, the material shall be segregated according to hazard class and prepared for packaging. If the container does not have adequate labeling to permit identification, it will be identified by appropriate and available analytical means. If the material is not identifiable, the City shall either reject the waste or store it for subsequent identification and appropriate disposal by Respondent according to decision of the SWMD Representative in consultation with the Respondent.

Once chemicals are properly identified, Respondent shall re-check the chemicals for compatibility, list contents on the drum container sheets, and pack chemicals into drums.

All drums shall be packed according to EPA and DOT guidelines for the proper transportation, storage, and disposal of hazardous waste. All bottles, bags, or boxes received must be closed and bound with a steel band and bolt, or placed in sealed, lightweight, inert absorbent sufficient to contain the entire volume of waste. DOT shipping information, hazard labels, EPA codes, and a packing slip shall be put on the drum, and the drums given a specific Respondent code number. When stored on site, properly packaged, labeled, and manifested drums shall be placed in a locker or trailer for temporary storage prior to transportation to a licensed storage facility. Whether transported to a storage facility or directly to a duly licensed disposal site approved by the City, the load shall be transported in U.S. Department of Transportation (USDOT) fully permitted trucks, and if stored more than ten (10) days, to a facility with a RCRA permit.

1.7.10 Manifests

Respondent shall provide Certificates of Disposal for all wastes and drum numbers, where applicable. Certificates shall disclose methods of disposal. Copies of all Certificates of Disposal and/or manifests must be provided to the City.

1.7.11 Spill Control and Response

All control measures shall be provided by the Respondent, as necessary.

Respondent is completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the collection site, during transportation, and at the disposal or intermediate storage facility. Respondent shall clean up spills in accordance with federal and state regulations and verify that the cleanup meets applicable cleanup standards. City reserves the right to verify costs and quality of any such clean up required of the Respondent in performing this agreement.

1.7.12 Equipment

A. Respondent shall provide the following:

- One (1) tractor-trailer or otherwise sufficient transport vehicle. Additional transport vehicles shall be provided if volumes exceed the capacity of the first unit;
- All packaging media and supplies;
- Polyethylene liners;
- Personal protective equipment;
- Special safety equipment and gear, as deemed necessary by the Respondent to be in accordance with this specification for Respondent and City staff;
- Special emergency spill response supplies, as deemed appropriate and necessary by Respondent and City;
- Air packs;
- Roll-off containers, if needed;
- All other equipment required to perform work including preparations for inclement weather.

B. City shall provide the following materials, assistance and equipment:

- All program promotional material; such material will state that only household hazardous waste will be accepted.
- Barricades, traffic cones, trash vehicles for the facility
- Staff to separate non-hazardous and recyclable materials
- Tables and chairs

1.7.13 Site Layout

The HHW Drop-off Centers are divided into the following clearly designated areas: visitor parking, active work area, and break area.

Collection, segregation, packaging, bulking and storage of packaged waste will occur within the active work location. Only trained Respondent staff, federal and state environmental agency representatives and City of San Antonio staff will be permitted in the active work location areas with approval of the SWMD Representative.

When providing services at the facility, Respondent shall be prepared to line and dike the packaging and storage areas to contain any spill or leakage and to prevent any off-site migration of waste.

1.7.14 Training Section

Within thirty (30) days of the inception of each Contract term Respondent shall provide local, or on site, 40-hour OSHA Hazardous Materials Training, in accordance with 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response and 8-hour refresher training annually for City employees associated with the program, as designated by the SWMD Representative. Volunteers will be trained by City SWMD Representative.

Respondent shall provide High-Haz identification/awareness and DOT training for City staff as requested by the SWMD. Respondent shall provide training prior to mobile collection events to educate City staff on waste identification and acceptance methods, and prepackaging techniques, upon the request of either party.

Upon commencement of the contract Respondent shall provide a list of their employee names that will be working on any City sites to include at a minimum, employee name, ID number, and title. This employee list shall be maintained current, updated every contract term and made available to the SWMD Representative upon request.

Upon commencement of the contract, Respondent shall require its staff to attend the SWMD General Site Awareness training covering, the HHW site operational plan (SOP), HHW facility and site safety rules, and handling HHW training.

Upon commencement of the contract, Respondent shall make available, upon request from the SWMD Representative, all training certificates pertaining to each of its employees and their current title.

All training shall occur at City facilities, or wherever mutually agreed by the SWMD Representative and the Respondent.

1.7.15 Timesheets

SWMD Representative tracks Respondent's staff hours worked at each permanent, seasonal, and mobile events through time sheets/timecards. The SWMD Representative and Respondent will both sign the timesheet/timecards to acknowledge number of billable hours Respondent's staff worked at a site during a site opening or event.

Respondent's staff will sign for their hours worked for each day, per individual site worked. The Respondent's staff job function is also recorded on the timesheet/timecard to ensure proper billing rate is invoiced. SWMD Representative will collect signatures prior to the end of the shift and provide a copy of the timesheet/timecard to the Respondent's representative.

1.7.16 Pricing Schedule

Respondent's pricing schedule submitted per this agreement shall include ALL foreseen disposal waste codes, waste descriptions, and unit of measurements (UOM's), along with the pricing for each that formulates the Respondent's entire waste classification specifications, as to avoid unnecessary addendums to the agreement.

1.8 ACCEPTANCE OF WORK

1.8.1 Respondent shall comply with state and federal regulations concerning Household Hazardous Waste Collection programs and with all local, state and federal regulations that may apply to all activities subject of this contract concerning regulated wastes.

1.8.2 For mobile events, Respondent shall provide an itemized list of Batteries, Used Oil, Latex Paint, and Antifreeze (BOPA) collected detailing quantities, as well as transportation manifests of all other HHW collected during the event detailing quantities, to the SWMD Representative immediately following the event.

1.8.2 Respondent shall submit event reports to the SWMD Representative within thirty (30) days after each collection event. The event report shall minimally include:

An itemized list of total quantities collected, transported and disposed of, separated by type of material as requested by the SWMD Representative;

A description of any areas of concern or potential difficulties in conducting such events in the future;

Manifests, letters or Certificates of Disposal demonstrating proper disposal of hazardous waste; and Such other information as may be provided by a computerized tracking program or requested by the Director, SWMD.

1.9 ADDITIONAL REQUIREMENTS

1.9.1 Respondent shall be prepared to begin work on October 1, 2022 and shall incorporate all applicable provisions.

1.9.2 Respondent shall provide a list of disposal facilities and locations proposed and actually used by Respondent under this contract, and shall update the list as necessary, and shall provide all assistance to ensure that City staff and/or its agent are allowed entry to visit and inspect disposal facilities used by Respondent.

1.9.3 Respondent shall not have substantial performance problems regarding hazardous waste collection, categorization, packaging, transportation, recycling or disposal during the past ten (10) years or unresolved

litigation. In this regard, litigation includes bankruptcy or insolvency proceedings. The City reserves the right to review bankruptcy and / or insolvency standing of the Respondent and the City's decision to refrain from contracting with a firm or individual so situated shall be at the City's sole discretion. Respondent shall provide sufficient information to enable the City to evaluate Respondent's financial viability if Respondent has sought bankruptcy relief or re-organizational relief within the last ten (10) years.

- 1.9.4 Respondent shall be able to state its compliance with all applicable rules and regulations of federal, state and local governing entities and shall stay in full compliance for the duration of this contract. Failure to maintain compliance shall be deemed a material breach.
- 1.9.5 Respondent shall allow City staff or its authorized representatives to have access to all records related to the performance of this contract, including but not limited to transportation, manifest, and disposal records, at any reasonable time and shall maintain these records for at least five years after the termination of the contract.
- 1.9.6 Respondent shall allow City staff or its authorized representatives to access financial records pertaining to administration of this contract.
- 1.9.7 Respondent shall be in good standing with the City of San Antonio and in compliance with the City's Code of Ordinances, including, but not limited to, permit and permit fee requirements for solid waste haulers. Respondent must be in good standing with the Texas Comptroller of Public Accounts and have a duly authorized agent for service of process, if the Respondent is a corporation.
- 1.9.8 Respondent shall submit invoices for all expenses and services monthly within 10 days of the end of the month. Revised invoices requiring corrections shall be submitted within 5 days of notification.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

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

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

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

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

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

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Contract,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Ownership and Licenses.

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

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

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

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFP and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFP or contract. City hereby relies on Respondent's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.

Proposal Bond

Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed

on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of **\$10,000.00**. The Proposal Bond shall be valid for **one hundred and eighty (180) days** following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, 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. Any proposals received without a Proposal Bond will be disqualified.

For electronic submissions, Respondent must provide the original Proposal Bond to the City of San Antonio Finance Department, Purchasing Division, HOUSEHOLD HAZARDOUS WASTE COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION, RECYCLING AND DISPOSAL (RFP 22-047, 6100014793), P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Purchasing Division, HOUSEHOLD HAZARDOUS WASTE COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION, RECYCLING AND DISPOSAL (RFP 22-047, 6100014793), 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205 prior to the proposal due date in accordance with the instructions.

Performance Bond

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of **\$1,000,000.00**. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's

performance of all terms and obligations under this contract. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be executed and delivered to City prior to commencement of work under this contract.

Irrevocable Line of Credit.

In lieu of a performance bond or other security, to secure the performance of Respondent, Respondent shall provide the City with an unconditional, clean, irrevocable letter of credit ("letter of credit"), in an amount not less than \$1,000,000.00 (one million dollars), naming the City of San Antonio as beneficiary, in a form and content approved by the City's Risk Manager, in his sole discretion, issued by a credible bank or banking institution authorized to do business in the State of Texas, which irrevocable letter of credit can be immediately drawn upon by the City as the City's discretion, without need for notice, upon the City's sole determination of uncured breach or un-remediated default. Further, if in the sole discretion of the City, Respondent may become insolvent, avail itself of any bankruptcy remedy or perform any act predicate to a

bankruptcy or insolvency remedy, or in the sole judgment of the City, Respondent may be unable or unwilling to fulfill its contractual obligations, the City may immediately draw upon the letter.

Respondent shall deliver the letter of credit, or have same delivered, to the City at the office of the Director, Solid Waste Management Department, 100 W. Houston St., 7th Floor, San Antonio, Texas 78205, Attn: Jorge D Figueroa, Procurement Specialist III, and shall keep in full force and effect a letter of credit for the above recited sum in accordance with the above recited conditions, during each and every year of the term and for each year the contract may be renewed or extended according to the option terms provisions above.

A new or renewed letter of credit must be in place, in full force and effect, in advance of the annual expiration date. Respondent shall inform the City sixty (60) days in advance of the expiration date of its intent to renew the letter. Respondent shall inform the City one hundred eighty (180) days in advance of the expiration date of its intent not to renew the letter. Respondent's obligation to notice the City of its intentions, to renew or not renew the irrevocable letter of credit, is a material requirement of the Contract, and failure to renew shall be deemed a material breach and may result in termination of the Contract among remedies available to the City.

Written Requests for Price Adjustments.

Pricing submitted with the Respondents proposal shall remain fixed during the initial three-year term of the agreement. Adjustments to the price schedule may be applied during the renewal option terms. Modification of pricing shall be subject to a Consumer Price Index (CPI). The CPI adjustment used will be based on the CWUS0300SAO US Department of Labor, Bureau of Labor Statistics, Consumer Price Index-Urban Wage Earners and Clerical Workers South Urban (all items) adjustment. The CPI adjustment will be based on the month of the commencement of the contract, October.

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

The CPI adjustment shall not exceed five percent (5.00%) per year. If there is a decrease in the CPI, it will not be applied to the processing fee or host fee. We will use the CPI figures from September and apply the new rate (if there is one) starting in October 2025.

Example:

- *CPI in September 2020 was 259.101*
- *CPI in September 2019 was 256.571*
- *$259.101 - 256.571 = 2.53$*
- *$2.53 / 256.571 = 0.986 \%$*

006 – TERM OF CONTRACT

A contract awarded in response to this RFP will be for an initial term of three (3) years. The performance term of this Contract shall begin on October 1, 2022. The contract will not be considered fully executed until both the selected Respondent and the CITY have signed the Integration Agreement, after approval by the San Antonio City Council, as signified by the passage of an Ordinance.

The City shall have the option to renew for two (2) additional renewal terms of one (1) years at the sole discretion of the City and upon Department Director's approval. By responding to this RFP, the successful Respondent so agrees to the Terms of the contract. There is no guarantee to the Vendor or the City to continue this Contract beyond the initial Term Period. City may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of City's budget for each fiscal year.

There is no guarantee to the selected Respondent that the CITY will exercise one or more options to continue this contract beyond the initial three (3) year period. Any amendment or adjustment to the Contract's original terms shall require City Council action.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **10:00 a.m. Central Time, on Wednesday, March 16, 2022**, via WebEx call-in only.

Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional but highly encouraged.

Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-5734 Voice/TTY.

Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Toll Free Number: 1-415-655-0001

Meeting number (access code): 2456 411 6833

Meeting password: SWMDHHW2022

Respondents also have the option to attend the conference via WebEx at www.webex.com and clicking on join. The meeting number is **2456 411 6833** and password is **SWMDHHW2022**.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Bidders are encouraged to resubmit questions asked during the meeting in writing to the City Staff person identified in Restriction on Communications section, after the conclusion of the Conference.

All attendees to the Pre-Submittal Conference will be asked to confirm attendance by emailing the Procurement Specialist (Point of Contact) at the time of the meeting. This information will be compiled into a "sign-in sheet" for the meeting and may be posted to the City's website or otherwise disseminated publicly.

008 - PROPOSAL REQUIREMENTS

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

Submit **one (1) COMPLETE** proposal response electronically through SAePS.

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. **PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

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

TABLE OF CONTENTS

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

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

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

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

PRICE SCHEDULE Use the Price Schedule that is found in this RFP as Attachment B. Submit Price Schedule in Excel Format.

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form with the proposal as Attachment C. The Contracts Disclosure Form may be downloaded at:
<https://webapp1.sanantonio.gov/ContractsDisclosure/>

1. Download form and complete all fields. All fields must be completed electronically prior to submitting the form.
 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

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

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

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

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

PROPOSAL BOND Submit proposal bond in the amount of \$10,000.00. For electronic submissions, Respondent must provide the original Proposal Bond to the City of San Antonio Finance Department, Purchasing Division, **HOUSEHOLD HAZARDOUS WASTE COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION, RECYCLING AND DISPOSAL (RFP 22-047, 6100014793)**, P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Purchasing Division, **HOUSEHOLD HAZARDOUS WASTE COLLECTION, CHARACTERIZATION, PACKAGING, TRANSPORTATION, RECYCLING AND DISPOSAL (RFP 22-047, 6100014793)**, 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205 prior to the proposal due date in accordance with the instructions.

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

FINANCIAL INFORMATION Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, Respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.

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

<https://www.ethics.state.tx.us/filinginfo/1295>

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

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

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

009 - CHANGES TO RFP

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

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

010 - SUBMISSION OF PROPOSAL

Proposals must be submitted electronically through the portal.

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

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. **PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Proposals must be electronically received no later than **11:00 a.m., Central Time, on Monday, May 2, 2022**, through the SAePS portal. Any proposal or modification received after this time shall not be considered and will be returned, unopened to the Respondent. Respondents should note that delivery of bonds or any other required hard copy documents as mentioned in solicitation, to the P.O. Box address in a timely manner does not guarantee its receipt in the Finance Department, Purchasing Division by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Proposals sent by facsimile or email will not be accepted.

Proposal Format. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed as in the Table of Contents page. For electronic submissions through the portal each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

City is not responsible for lost or misdirected proposals or modifications.

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

Correct Legal Name.

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

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

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

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

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

011 - RESTRICTIONS ON COMMUNICATION

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 2:00 p.m., Central Time, on Monday, April 11, 2022. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Jorge Figueroa, Procurement Specialist III,
City of San Antonio, Finance Department – Purchasing Division
Jorge.Figueroa@sanantonio.gov**

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The Small Business Office may be reached by telephone at (210) 207-3922 or by e-mail at sbedadocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration.

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

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

012 - EVALUATION OF CRITERIA

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

Evaluation criteria:

- 1. Experience, Background, Qualifications (35 points)**
- 2. Proposed Plan (25 points)**
- 3. Price (15 points)**
- 4. Small Business Economic Development Advocacy Program (SBEDA) (up to 10 points)**

SBE Prime Contract Program – 5 pts.

Certified SBE firms (see Small Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime

CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive five 5 evaluation criteria points, and

M/WBE Prime Contract Program – 5 pts.

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

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

5. Local Preference (LPP) Ordinance (up to 10 points)

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

OR;

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

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

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

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

The contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

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

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City. 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; their spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Contracts Disclosure – Form may be found online at <https://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See §176.006(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, Texas, 78204.

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

014 - SCHEDULE OF EVENTS

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

RFP Release Date:	Wednesday, March 2, 2022
Pre-Submittal Conference:	Wednesday, March 16, 2022 @ 10:00 am Central Time
Final Questions Accepted:	Monday, April 11, 2022 @ 2:00 pm Central Time
Proposal Due:	Monday, May 2, 2022 @ 11:00 am Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

SBEDA ORDINANCE COMPLIANCE PROVISIONS

(Posted as a separate document.)

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

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

INSURANCE

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

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.

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Independent Contractors e. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Environmental Insurance –(Contractor's Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
*6. Explosion, Collapse, Underground Property Hazard Liability	\$2,000,000 per claim
*If Applicable	

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein and provide a certificate of insurance and endorsement that names Respondent and City as additional insureds. Respondent shall provide City with said certificate and endorsement

prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

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

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional 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 City is an additional insured shown on the policy;

Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and

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

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

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

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

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

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

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

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Contract, 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 Contract. 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. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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 CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

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

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

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

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

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

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

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

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

RFP EXHIBIT 6

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

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

RFP EXHIBIT 7

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

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

RFP EXHIBIT 8

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 9

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Respondent hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Respondent's certification. If found to be false, or if Respondent is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

RFP EXHIBIT 10

SAMPLE CONTRACT

(Posted as a separate document.)

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____
Job Title: _____

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

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

Provide address of office from which this project would be managed:
City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?
Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

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

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

11. Previous Contracts:

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

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

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

12. Financial Review: Is your firm publicly traded? Yes ___ No ___ If "Yes", provide your firm's SEC filing number.

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years.

The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Provide a completed organizational chart which clearly shows the team/firm structure, key personnel and area(s) of responsibility, and reporting/workflow hierarchy. Include résumés of key personnel that would be assigned to this contract for services; Respondents shall provide documentation of the qualifications of all personnel to be assigned to this engagement.
2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFP (include specific information regarding Respondent's experience with any previous household hazardous waste collection, characterization, packaging, transportation and disposal, or other related activities within the past five years, including the names, titles and telephone numbers of contact persons at the involved entities for which the work was performed);
3. Specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture provide the same information for each member of the team or joint venture;
4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. Information on proposed sub-Respondents for this project with their experience and qualifications, identifying what tasks in the contract would be sub-contracted;
5. Respondent shall submit proof of firm's registration with the United States Environmental Protection Agency and the Texas Natural Resource Conservation Commission;
6. Respondent shall submit a list of their corporate and individual experience in handling other household hazardous waste program(s). The list shall show experience since 1983 and include the project title, year, and references (title, present address, and phone number of principal personnel for whom prior projects were accomplished).
7. The closest technical service representative, either chemist or field technician, is available at the following location:

City and State: _____, approximately _____ miles from San Antonio, Texas.
Telephone #() _____.
8. If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
9. Has Respondent's firm ever had a contract terminated or prematurely concluded due to alleged unsatisfactory performance or other unresolved dispute or conflict? If so, state when, where, why, client name, contact person and telephone number.
10. Submit a Certification of Franchise Tax Account Status.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Personnel Plan:

Describe the role of the Respondent and sub-consultants or sub-Respondents, if any. If utilized, identify the type and amount of work to be performed by sub-consultants and/or sub-Respondents. Identify the team/firm structure, key personnel and their relevant experience and education, and area(s) of responsibility, and reporting/workflow hierarchy.

2. Training Plan

Describe training procedures of all employees who will participate in HHW collection sites and mobile events, including those of Chemists, Technicians and any other employee who may be handling waste. List all relevant certifications, clearances, courses and any other training activities that employees may receive.

3. Technical/Operational Plan:

Describe work practices for the services described in this RFP. Include daily operational procedures, site setup plans, on-site personnel and responsibilities, emergency and spill response policies and any other procedures that factor in to the successful performance and operation of HHW collection site(s) and mobile events.

Describe any specialized equipment and supplies to be provided and used by employees and City staff in performance of these services.

Describe procedures for the collection, identification, segregation and packaging of waste received. Include any field tests, research procedures, segregation criteria and packaging regulations that pertain to the type of waste normally collected at HHW collection events. Include a list of materials or a class of materials that will not be accepted for disposal and the procedures for determining if the material will be accepted.

Describe any unique problems perceived by Respondent that may arise through the operation of the HHW collection sites and mobile events, as well as proposed solutions to address these issues.

4. Safety and Quality Assurance Plan:

Describe any and all safety plans, procedures and protocols necessary to ensure the health and safety of employees, City staff and program participants. Include level and type of personal protective and safety equipment required and to be used during the operation of the site(s) and events. Also, describe contingency plans, emergency actions and emergency information that will be referred to if and when an emergency occurs such as employee exposures, fires, chemical release or spills and any other emergency situations.

Describe record-keeping and quality control policies that are in place to ensure that all activities outlined herein are performed in accordance with all applicable rules and regulations of federal, state and local governing entities and accepted industry standards. Submit the name, address, and U.S. Environmental Agency (USEPA) and State identification numbers for all transportation and disposal facilities to be used for the duration of the contract. Submit a list of materials or a class of materials that will not be accepted for disposal.

RFP ATTACHMENT B

PRICE SCHEDULE

(Posted as a Separate Excel Document)

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal as Attachment C. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
 - Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. All fields must be completed electronically prior to submitting the form.
 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
 3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT E

SBEDA FORM

(Posted as a separate document.)

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as a separate document)

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as a separate document)

RFP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <https://www.ethics.state.tx.us/filinginfo/1295>

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

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

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

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

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

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

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

RFP ATTACHMENT I

SIGNATURE PAGE

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

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

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

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

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

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

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

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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

RFP ATTACHMENT J

PROPOSAL CHECKLIST

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

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and Three (3) Reference Letters RFP Attachment A, Part One	
Experience, Background and Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Price Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+SBEDA Form RFP Attachment E;	
+Local Preference Program Identification Form RFP Attachment F	
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment G	
+Proposal Bond	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter and Copy of Current Certificate of Insurance (ACCORD Form)	
Financial Information	
+Certificate of Interested Parties (Form 1295) RFP Attachment H	
+Signature Page RFP Attachment J	
Proposal Checklist RFP Attachment K	
+Signed Addenda, if applicable.	
One <u>COMPLETE ELECTRONIC COPY</u>	

+Documents marked with a (+) on this checklist require a signature.

Be sure all forms that require a signature are done so prior to submittal of the proposal.