

**CITY OF SAN ANTONIO**  
**SOLID WASTE MANAGEMENT DEPARTMENT**



**REQUEST FOR QUALIFICATIONS  
("RFQ")**

for

**On-Call Maintenance For Solid Waste Facilities**

**(RFQ 26-022; RFx 6100019457)**

**Release Date: January 15, 2026**

**Proposals Due: February 16, 2026; 11:00 AM Central Time**

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**RESTRICTIONS ON COMMUNICATIONS**

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 proposal/bid from the time the solicitation has been released until the contract is posted for consideration as an agenda item at a City Council "A" session or until the contract award is posted as an agenda item at a City Manager Contract Approval Review meeting; and 2) City employees from the time the proposal/bid has been released until the contract is approved at a City Council "A" session or by City Manager, 7 calendar days after agenda posted date.

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

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

Please refer to the Restrictions on Communications section of this solicitation for more information.

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## **003 – BACKGROUND**

The City of San Antonio (“City”), Solid Waste Management Department (SWMD), seeks proposals from qualified firms (Respondent) to provide services related to post closure maintenance of Municipal Solid Waste (MSW) landfills, and the maintenance of a transfer station.

All Respondents must be qualified and licensed in accordance with state and federal rules to provide various environmental services; it is also acceptable to submit a joint venture proposal, and/or to subcontract out some services.

We expect the typical Respondent may employ geologists, scientists, engineers, geoscientists, and chemists. Certifications may include, but not be limited to, Corrective Action Project Manager, Registered Environmental Manager, Licensed Geoscientist, and Licensed Professional Engineer.

## **004 - SCOPE OF SERVICE**

4.1 The landfills were closed prior to the Resource Conservation and Recovery Act (RCRA), Subtitle D). The transfer station has historically been operated for municipal solid waste (MSW) and is currently closed pending facility upgrades. As part of the City’s post-closure requirements, the City is required to monitor, implement and maintain environmental programs related to air and soil for various closed landfills. Tasks may include inspections, maintenance, and repair of:

- 4.1.1. Landfill gas collection systems, including Programmable Logic systems (PLC), blower stations and SD valves, PLC systems, transformers and starter motors, flare stacks, igniters, wiring, spark plugs, and thermal couplers.
- 4.1.2. Leachate and condensate systems, including compressors and condensers, pressure regulators tank and well pumps, storage tanks floats and switches.
- 4.1.3. Well systems, installation and plug and abandonment (P&A)
- 4.1.4. GEM Gas analyzers maintenance and calibrations
- 4.1.5. Landfill electrical and gas distribution panels, breakers, lines, and manifolds.
- 4.1.6. Landfill Gas data recording and reporting
- 4.1.7. Landfill gas Header and Lateral leveling and design
- 4.1.8. Sump/Pump systems replacements and design
- 4.1.9. Pumps, compressors, gas analyzers, and other testing equipment.
- 4.1.10. Edwards aquifer well and tank
- 4.1.11. Pump and alarm for fire suppression system.
- 4.1.12. Scale systems and scale house,
- 4.1.13. Transfer station tipping floor.

## **4.2 CITY OWNED PROPERTIES**

The primary facilities associated with this contract are located below. However, services may be required at other locations as situations warrant.

- 4.2.1. Nelson Gardens Landfill and Brush Facility, 8963 Nelson Road, 78252
- 4.2.2. Pearsall Landfill, 5050 Pearsall Road, 78242
- 4.2.3. Rigsby Avenue Landfill, 2755 Rigsby Road, 78222
- 4.2.4. West Avenue Landfill, 11206 Morning Court, 78213
- 4.2.5. Wetmore Landfill, 11301 Starcrest (Corner of Wurzbach Parkway and Wetmore), 78247
- 4.2.6. Transfer Station, 11601 Starcrest Dr, San Antonio, TX 78247

## 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 claim 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;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

#### Ownership and Licenses.

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

#### City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive

owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

## **006 - TERM OF CONTRACT**

A contract awarded in response to this RFQ will be for three years, starting on the date recited in the enabling. The City shall have the sole option to renew the contract for two (2) additional one (1) year terms with the same conditions upon approval of the SWMD Director. By responding to this RFQ, the successful Consultant so agrees.

Should the contract value be met prior to the end of the stated contract term, the next optional renewal term may start prior to the anniversary of the contract initiation date. If the optional contract renewal date is accelerated as described herein, the Consultant shall be notified in writing by the Solid Waste Management.

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

The City intends to award up to one (1) contract, as a result of this RFQ

## **007 - PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held via **WebEx information at 2:00 p.m. Central Time, on Wednesday, January 28, 2026**. 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.

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

Toll Free Number: +1-415-655-0001

Meeting number (access code): 2330 557 0481

Meeting Link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m832f0a7fc84b18f379879b1229bf3677>

Meeting password: COSA

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.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official

and all other forms of communication with any officer, employee, or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Conference.

## **008 - PROPOSAL REQUIREMENTS**

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

Submit **one (1) COMPLETE** proposal response electronically through SAePS. Respondent must comply with the Restrictions on Communication section of this RFQ and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

**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 RFQ 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 highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed.

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

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

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

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

Click on the "Print" button at the bottom of the page and place a copy in proposal response as indicated in the Proposal Checklist.

**LITIGATION DISCLOSURE FORM.** Complete and submit the Litigation Disclosure Form, found in this RFQ as Attachment C. 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 D. If a contracting API goal has been applied to this solicitation, failure by a Respondent to submit EITHER a Utilization Plan OR a Contracting Goal Waiver Request with its proposal will result in the proposal being deemed nonresponsive and excluded from consideration.

Exception Request - A Respondent may request, for good cause, an exception to City's application of the SBEDA Program to the solicitation if the Respondent submits the Exception to SBEDA Program Request Form (available at <http://www.sanantonio.gov/EDD/Forms.aspx>) with its solicitation response. The request must document one of the following: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. Late Exception Requests will not be considered. Note: This form may not be used for requesting a waiver of a solicitation's subcontracting goals. A Contracting Goal Waiver Request Form must be used for that purpose.

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

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

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

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

**CERTIFICATE OF INTERESTED PARTIES HB Form 1295.** Respondent must complete, sign, and submit HB Form 1295 as RFQ Attachment G. You may download a copy of the form at: <https://www.ethics.state.tx.us/filinginfo/1295>

**SIGNATURE PAGE.** Respondent must complete, sign, and submit the Signature Page found in this RFQ as Attachment H. 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 RFQ as Attachment I.

Respondent is expected to examine this RFQ 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 RFQ

Changes to the RFQ, 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 RFQ.

## 010 - SUBMISSION OF PROPOSAL

Proposals must be submitted electronically through the portal. Respondent must comply with the Restrictions on Communication section of this RFQ and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

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 RFQ 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, February 16, 2026**, 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 address in a timely manner does not guarantee its receipt in the Finance Department, Procurement 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 RFQ Section 008, Proposal Requirements, and each section and attachment must be indexed as in the Table of Contents page. 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: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>. 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 RFQ 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 RFQ 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**

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 proposal/bid from the time the solicitation has been released until the contract is posted for consideration as an agenda item at a City Council "A" session or until the contract award is posted as an agenda item at a City Manager Contract Approval Review meeting; and 2) City employees from the time the proposal/bid has been released until the contract is approved at a City Council "A" session or by City Manager, 7 calendar days after agenda posted date.

Restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ 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 RFQ at the Pre-Submittal Conference.

**Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until 4:00 p.m., Central Time, on February 11, 2026.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**EZECHUKWU ANYANWU, PROCUREMENT SPECIALIST III**  
**City of San Antonio, Finance Department – Procurement Division**  
[EZECHUKWU.ANYANWU@SANANTONIO.GOV](mailto:EZECHUKWU.ANYANWU@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 Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov). This exception to the restriction on communication does not apply, and there is no contact permitted to the Economic Development Department 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. If Respondent is invited for an interview and/or demonstration, the City requests Respondents limit the size of their team to no more than five (5) people of Respondent’s choosing and subject to City’s approval. Attorneys and/or lobbyists are strictly prohibited from attendance. If you are utilizing a subcontractor, a subcontractor representative should be included. The City reserves the right to exclude any persons from interviews as it deems in its best interest.

If this solicitation contains DBE/ACDBE requirements, Respondents and/or their agents may contact the Aviation Department’s DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). The point of contact is Barbara Patton, who may be reached via telephone at (210) 207-3592 or through e-mail at [Barbara.Patton@sanantonio.gov](mailto:Barbara.Patton@sanantonio.gov). Respondents and/or their agents may contact Ms. Patton at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted.

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

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date or City Manager Contract Approval Review meeting, as applicable.

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 San Antonio City Council or City Manager, as applicable.

### **Evaluation Criteria:**

#### **A. Experience, Background, and Qualifications (40 points):**

#### **B. Proposed Plan (35 points):**

#### **C. Small Business Economic Development Advocacy Program (SBEDA) (10 points):**

##### **Small Business Enterprise (SBE) Prime Contract Program**

Certified SBE firms headquartered within the San Antonio Metropolitan Statistical Area and deemed SBEDA eligible, responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will not receive evaluation criteria points. No evaluation criteria points will be awarded to non-SBE Prime CONTRACTORS through subcontracting to certified SBE firms.

#### **D. 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.

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

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

### **013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

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

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 or by City Manager.

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

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

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council by City Manager award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFQ 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 RFQ does not commit City to enter into a contract, award any services related to this RFQ, 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.

By submitting a response, Respondent warrants and certifies that it has read and understands all instructions for form(s) submission required under City's SBEDA program. If a Contracting Program API goal applies to this solicitation, Respondent acknowledges that failure to submit EITHER a Utilization Plan OR a Contracting Goal Waiver Request with its proposal will result in the proposal being deemed nonresponsive and excluded from consideration.

Vendor Master Records. The City establishes a Vendor Master Record for payments once a contract has been awarded to a vendor. All vendors are required to register in PaymentWorks, which is used by the City to intake and validate key vendor information (including bank account information) and to set up a Vendor Master Record. Vendors awarded contracts through the competitive procurement process will be paid by Automated Clearing House (ACH).

Existing vendors that are awarded new contracts are also required to register in PaymentWorks. The City will send an invitation to register in PaymentWorks after a contract is awarded. Registration in PaymentWorks and the establishment of a Vendor Master Record is separate-and-apart from a supplier registration in the San Antonio Electronic Procurement System (SAePS).

#### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect 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:

- A 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 the officer or employee, or their parent, child or spouse directly or indirectly owns 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a response, Bidder warrants and certifies, and a contract awarded pursuant to this RFQ is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

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 and mailed to the Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If you prefer to deliver them by hand, please go to the Office of the City Clerk at City Tower, 100 W. Houston, Concourse Level (C), San Antonio, TX 78205.

Please do not include these forms with your proposal, as the Finance Department, Procurement Division will not deliver them to the Office of the City Clerk on your behalf.

#### **014 - SCHEDULE OF EVENTS**

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

<b>RFQ Release Date:</b>	Thursday January 15, 2026
<b>Pre-Submittal Conference:</b>	Wednesday January 28, 2026 @ 2:00 p.m., Central Time
<b>Final Questions Accepted:</b>	Wednesday February 11, 2026 @ 4:00 p.m., Central Time
<b>Proposal Due:</b>	Monday February 16, 2026 @ 11:00 a.m., Central Time

## **015 - RFQ EXHIBITS**

### **RFQ EXHIBIT 1**

#### **SBEDA Compliance Provisions**

Posted as a separate document.



## **RFQ EXHIBIT 2 INSURANCE REQUIREMENTS**

If selected to provide the services described in this RFQ, Respondent shall be required to comply with the insurance requirements set forth below and which shall be made a part of the resulting contract:

No later than 30 days before the scheduled event, Respondent must provide a completed Certificate(s) of Insurance to CITY's Solid Waste Maintenance Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. 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 Maintenance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, Respondent certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Respondent claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a) Premises/Operations b) Products/Completed Operations c) Personal/Advertising Injury d) Independent Contractors* e) Damage to property rented by you*	For Bodily Injury and Property Damage \$1,000,000 per occurrence. \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.  *e.) \$300,000
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. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
7. 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.
*If Applicable	

Respondent must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Respondent and provide a certificate of insurance and endorsement that names Respondent and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Respondent must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
ATTN: Solid Waste Management Department  
100 W. Houston St. 7th Floor  
San Antonio, Texas 78205

Respondent's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named

insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, 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 CITY may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order Respondent to stop work and/or withhold any payment(s) which become due to Respondent under this Agreement until Respondent demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting 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.

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

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

Respondent and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

## RFQ EXHIBIT 3

### INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFQ, 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.

## **RFQ 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.

## **RFQ 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.

## **RFQ 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.

## **RFQ 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.



## RFQ 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.

## **RFQ 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.

## RFQ EXHIBIT 10

### **HEAT ILLNESS PREVENTION ORDINANCE 2023-08-31-0585**

**Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.**

Respondent, as an employer, is currently responsible under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970 (the "Act") to provide their employees with a place of employment that "is free from recognized hazards that are causing or likely to cause death or serious harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.

The San Antonio City Council approved an ordinance on August 31, 2023, to provide criteria to further guide contractors in San Antonio heat conditions to better protect its residents and contractor employees working in San Antonio (the "Heat Illness Prevention Ordinance"), which provides:

When the heat index for San Antonio, Texas equals or exceeds 95 degrees Fahrenheit, Contractor is required to take all of the following actions for all onsite workers working outdoors or unconditioned spaces (without air conditioning):

- a) Mandate at least a fifteen (15) minute rest break for every four (4) hours worked. No employee may be required to work more than 3.75 continuous hours without a rest break. These rest breaks are in addition to and shall not take the place of other required or otherwise provided rest breaks.
- b) Provide a heat relief station at the Site with a shaded area and water.
- c) Train supervisors and workers to recognize heat hazards and take appropriate actions.
- d) Post signage with City requirements in both English and Spanish within the Site where notices to employees are customarily posted. City will prescribe the size, content, and location of signs within applicable design guidance manuals.
- e) Contractor shall submit a "heat safety plan" as part of Contractor's proposal.

By submitting a proposal to or executing contract documents with the City of San Antonio, Respondent hereby verifies that it agrees to adhere to the City's Heat Illness Prevention Ordinance 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.

**RFQ EXHIBIT 11**

**SAMPLE CONTRACT**

**PROFESSIONAL SERVICES CONTRACT**

## 016 - RFQ ATTACHMENTS

### RFQ 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. If you are conducting business in Texas, it is likely you will have to register your business with the State Comptroller. Depending on the type of business you conduct, you may also be required to obtain a permit, collect and or pay tax, and file tax returns.)

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

Unique Entity ID (generated by SAM.gov): \_\_\_\_\_

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

☐ Individual or Sole Proprietorship. If checked, list Assumed Name, if any:

☐ Partnership

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

Also, check one: ☐ Domestic ☐ Foreign

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

Printed Name of Contract Signatory:

\_\_\_\_\_

Job Title:

\_\_\_\_\_

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

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

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

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

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

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

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

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

List Related Companies:

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

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

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

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

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

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

Email: \_\_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_

4. Is Respondent authorized to do business with the State of Texas Secretary of State?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", provide registration number. (If "No", please note the City of San Antonio requires Respondents selected for award of a contract, register with the Texas Secretary of State. Changes to the registered agent or registered office information must always be filed with the Texas Secretary of State and comply with applicable statutory requirements. A sole proprietor, conducting business under an assumed name (a name other than the surname of the individual), shall file an assumed name certificate with the Office of Bexar County Clerk. Any associated costs, fees or expenses should be considered in Respondent's price proposal.)

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5. Where are 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.

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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.

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**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.

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**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

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

Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in their own name?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

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## 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

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Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address:

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

Email: \_\_\_\_\_

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

Date and Type of Service(s) Provided:

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### **Reference No. 2:**

Firm/Company Name

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Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address:

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

Email: \_\_\_\_\_

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

Date and Type of Service(s) Provided:

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**Reference No. 3:**

Firm/Company Name

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Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address:

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

Email: \_\_\_\_\_

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

Date and Type of Service(s) Provided:

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## RFQ ATTACHMENT A, PART TWO

### **EXPERIENCE, BACKGROUND, AND 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. **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 and the Veteran-Owned Small Business Preference Program in response.**

#### **1. Qualifications:**

- a. List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.
- b. Describe Consultant's resources, including total number of employees (professional, technicians, administrative), number and location of offices, number and types of equipment to support this project. Describe any special equipment or facilities available to perform the requested work. Identify any tasks outlined in the RFQ that would be subcontracted.

#### **2. Personnel Qualifications:**

- a. Provide an organization chart for key personnel, and subcontractors, if necessary.
- b. Provide the following information for **key personnel** to be assigned to this project:
  - i. Total years' experience in landfill maintenance services.
  - ii. Number of years of experience working for Consultant.
  - iii. Relevant experience with projects of similar size and scope (public entities, landfill maintenance services, and/or environmental construction services).
  - iv. Provide resumes for key personnel to be involved in this project.
  - v. Primary work assignment for the projects outlined in this RFQ.

#### **3. Consultant Firm's Experience:**

- a. Provide the following information for **Consultant** and **SUB-Consultants**.
  - i. Number of years' experience providing landfill maintenance services related to the services outlined in the scope of services.
  - ii. Specific experience with public entity clients, especially large municipalities. If Consultant has provided services to the City in the past, identify the name of the project and the department for which services were provided.
  - iii. Describe, using examples, the firm's overall knowledge depth and resources to complete the work assigned in this contract.

#### **4. Similar Project Experience:**

- a. Relevant experience with projects of similar size and scope performed over the past five (5) years. For each project listed, include scope of services performed, dollar value, date services provided, Point of contact, title, address, telephone number, fax number, email address of each client or client's representative.
- b. Consultant's Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract. Give an estimated timeline to mobilize for projects indicated in this contract. List key personnel on concurrent projects and percentage of time allocated to those concurrent projects.

#### **5. Previous Project Performance:**

- a. Provide evidence of satisfactory performance on past projects:
  - i. List projects completed on-time and within budget over the past four (4) years
  - ii. Provide copies of outstanding service letters, letters of commendation, service awards, etc.

### **RFQ ATTACHMENT A, PART THREE**

#### **PROPOSED PLAN**

**Respondent shall limit/ not include information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program and the Veteran-Owned Small Business Preference Program in the proposed plan.** Prepare and submit the following items:

1. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work ([sanantonio.gov](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

1. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work ([sanantonio.gov](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
2. Quality Plan – Describe Consultant's policies, procedures and plans to ensure quality services (continuing education on-going training, internal quality assurance practices, etc.)
3. Operating Plan - Describe Consultant's approach to managing and monitoring each location listed in the Scope of services and developing the tasks and deliverables for maintaining closed and permitted landfills containing engineering controls such as Landfill Gas Collection and Leachate systems.

## RFQ ATTACHMENT B

### **CONTRACTS DISCLOSURE FORM**

Complete and submit a Contracts Disclosure Form, Attachment B, with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the “Print” button at the bottom of the page and place a copy in your proposal response as indicated in the Proposal Checklist.

For more information on Ethics Code and Disclosures, please visit: <https://www.sa.gov/Directory/Departments/OCC/Ethics>.

For more information on updates to the Ethics Code and Municipal Campaign Finance Code, approved by City Council on May 2, 2024 and were effective on October 1, 2024, please visit: <https://www.sa.gov/Directory/Departments/OCC/Ethics/Revisions>. Resources are available to include a Vendor Frequently Asked Questions (FAQs) with key changes and compliance requirements for vendors working with the City, including non-profit organizations.

## RFQ ATTACHMENT C

### 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.**

## **RFQ ATTACHMENT D**

### **SBEDA FORM(S)**

Posted as a separate document.

**RFQ ATTACHMENT E**

**LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM**

Posted as a separate document.



**RFQ ATTACHMENT F**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM**

Posted as a separate document.

## RFQ ATTACHMENT G

### **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 RFQ 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.

## RFQ ATTACHMENT H

### 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: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>.

By submitting a proposal, electronically, Respondent represents that:

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

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

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

If awarded a contract in response to this RFQ, 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.

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.

## RFQ ATTACHMENT I

### 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 RFQ 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 RFQ Attachment A, Part One	
Experience, Background and Qualifications RFQ Attachment A, Part Two	
Proposed Plan RFQ Attachment A, Part Three	
+Contracts Disclosure Form RFQ Attachment B	
Litigation Disclosure Form RFQ Attachment C	
+SBEDA Utilization Plan RFQ Attachment D	

+Local Preference Program Identification Form RFQ Attachment E	
+Veteran-Owned Small Business Preference Program Identification Form RFQ Attachment F	
Proof of Insurability (See RFQ Exhibit 2) Insurance Provider's Letter and Copy of Current Certificate of Insurance	
Financial Information	
+Certificate of Interested Parties (Form 1295) RFQ Attachment G	
+Signature Page RFQ Attachment H	
Proposal Checklist RFQ Attachment I	
+Signed Addenda, if applicable.	
One <b><u>COMPLETE</u></b> (1) electronic submission through SAePS.	

+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.**