

**REQUEST FOR PROPOSALS FOR
SOLID WASTE SERVICES**



City of Freeport
200 W Second St
Freeport, TX 77541

DEADLINE: FRIDAY, August 27, 2021, 2:00 P.M. CST

REQUESTS FOR PROPOSALS (RFP)

SOLID WASTE SERVICES

The City of Freeport is now accepting sealed proposals for Solid Waste Services.

DEADLINE: Sealed proposal submittals must be received by **2:00 p.m., CST, Friday, August 27, 2021.** (The clock located in Customer Service of City Hall will be the official time.) Applicant names of all proposals received will be read aloud on this date at City of Freeport, Conference Room, 200 W Second Street, Freeport, TX 77451. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: Solid Waste Services

DELIVERY ADDRESS: Please submit **one (1) marked original, two (2) exact duplicate copies and one (1) exact duplicate, signed pdf on CD or flash drive** of your complete proposal properly labeled and clearly marked with the description **and one (1) separately sealed envelope for RATES AND FEES** to:

City of Freeport
City Secretary
200 W Second Street
Freeport, TX 77541
Monday – Friday 8:00 a.m. to 5:00 p.m.

Proposals sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT: All inquiries regarding this RFP must be made, in writing, to Cathy Ezell, Finance Director, at cezell@freeport.tx.us. All communication, in any form, shall be exclusively directed to the City Manager. Failure to do so may result in actions up to and including disqualification. Only written requirements and qualifications will be considered.

The City of Freeport reserves the right to reject all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

Deadline for submission of questions is Friday, August 20, 2021, 2:00 p.m., CST.

Released: Thursday, July 29, 2021

City of Freeport
Request for Proposal
Solid Waste Services

1. Introduction:

The City of Freeport (the City) is soliciting proposals from firms who are interested and qualified to provide Solid Waste Services.

1. Clarification and Interpretation of RFP

- 1.1.1 The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Making exception to any mandatory requirement will be grounds for rejection of the proposal
- 1.1.2 The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response will be considered included in the basic offer.

2. Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer's products and services as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

2. Definitions

- 1. City Manager. The City's City Manager or a person authorized to act on his behalf
- 2. Bulky Waste. Solid Waste not easily containerized in a Cart such as, but not limited to appliances, furniture, and other Solid Waste. Bulky Waste shall not include Excluded Waste, but shall include Yard Trimmings of Yard Waste.
- 3. Bulky Waste Services. Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.
- 4. Bundle. Yard Trimmings securely tied together forming an easily handled package not exceeding four feet in length or 35 lbs. in weight.
- 5. Cart. A receptacle, equipped with wheels and a bar, with a capacity of approximately thirty-two (32), sixty-four (64), or ninety-six (96) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm or semi-automated truck tipper.
- 6. City. The City of Freeport, Texas and City's officers, elected officials, employees, agents, volunteers, and representatives.
- 7. City Council. The governing body of the City.
- 8. City Event. An event designated by the City staff to receive City Services. The City Staff has the sole authority to add or eliminate City Events.
- 9. City Facility. A City owned or operated facility. The City Staff has the sole authority to add or eliminate City Facilities to receive City Services.
- 10. City Services. Solid Waste Services for the City Events and City Facilities.

11. Collect or Collection. The act of removing Solid Waste for transport to a Disposal Site, removing Yard Trimmings for transport to a Yard Trimmings Facility, and removing Bulky Waste for transport to a Disposal Site or Recycling Facility.
12. City Recycling Center. A site, designated by City Staff, for drop-off of Program Recyclable Materials.
13. Commercial Refuse. All Bulky Waste, Construction Debris, Garbage and Rubbish generated by a Producer at a Large Commercial Unit
14. Commercial Unit. All premises, locations or entities, public or private requiring refuse collection within the corporate limits of the City that are not classified as a residential unit, Municipality, or Light Commercial Unit.
15. Compactor. A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.
16. Composting. In accordance with 30 Texas Administrative Code § 330.3, defined as "The controlled biological decomposition of organic materials through microbial activity."
17. Construction Debris. Shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations, typically collected in roll-off bins without lids and which are typically disposed of at Type IV landfills.
18. Contract. Any agreement resulting from this RFP, including by not limited to, the RFP, the proposal, any subsequent negotiations, any best and final offer, the contractual document, the performance bond, insurance policies and certificates, and amendments.
19. Contractor(s). The successful proposer(s) receiving award of any Contract resulting from this RFP.
20. Contractor's Representative. Contractor's employee designated in charge of Contractor's operations under the Contract and who is authorized to make decisions and act on Contractor's behalf as set forth in the Contract.
21. Curbside. The location within three (3) feet of the curb of the street abutting such property that provides primary access to the Service Unit as designated by the City Staff unless such placement interferes with or endangers movement of vehicles and pedestrians.
22. Customer(s). An occupant of a Residential Unit or a Non-Residential Unit in the Contract Area, and that has a City utility account that is billed for Solid Waste and Recycling services on a monthly basis.
23. Dead Animal. Animal or part of an animal equal to or greater than ten (10) pounds in weight that has expired from any cause except those slaughtered or killed for human use.
24. Disposal. In accordance with 30 Texas Administrative Code § 330.3, defined as "The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater."
25. Disposal Site or Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.

26. Dumpster. A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately ten (10) cubic yards, equipped with tight-fitting lid and designed to be mechanically dumped into a loader-packer type truck.
27. Dwelling Unit. Any group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking, and eating.
28. Excluded Waste. Hazardous Waste, Special Waste, and Construction or Demolition Waste.
29. Garbage. In accordance with 30 Texas Administrative Code §330.3, defined as "Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.
30. Generator. Any person or entity that produces Solid Waste.
31. Hazardous Waste. In accordance with 30 Texas Administrative Code §330.3, defined as "Any Solid waste identified or listed as a Hazardous Waste by the Manager of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, § 6901 *et seq.*, as amended.
32. Heavy Trash. Refuse that is of such size and weight that it cannot be placed in a thirty-two (32) gallon container, or if it can be placed into a thirty-two (32) gallon container, its weight exceeds fifty (50) pounds. Heavy trash shall not include items or materials which cannot be safely be lifted and placed upon a truck by two (2) people. Heavy trash shall include tree limbs less than five feet (5') in length and loose lumber less than six feet (6') in length provided the aggregate weight of such tree limbs and/or lumber does not exceed three hundred (300) pounds.
33. Light Commercial. A commercial unit generating not more than four (4) ninety-six (96) gallon containers of Commercial Refuse during a calendar week.
34. May or Should. Not mandatory but permissible.
35. Non-Residential Unit. An improved property, located in the City, other than a Residential Unit.
36. Non-Residential Services. Solid Waste Services for Non-Residential Service Units.
37. Refuse. A non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary temperatures (1600°F to 1800°F), but not including construction debris.
38. Resident. A person whom resides in a Residential Unit.
39. Residential Unit(s). An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment, or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within such Residential Unit shall be billed

separately as a Residential Unit. Those Residential Units designated by the City Staff to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Non-Residential Service Unit.

40. Residential Service. Solid Waste Services, Bulky Waste Services, and Yard Trimming Services for Residential Units.
41. Roll-off. A watertight receptacle, with a capacity of approximately ten (10) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.
42. Roll-off Compactor. A Roll-off with a Compactor.
43. Rubbish. In accordance with 30 Texas Administrative Code §330.3, defined as "Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures. (1,600° Fahrenheit to 1,800° Fahrenheit)."
44. Shall or Must. Mandatory and not merely discretionary or optional.
45. Solid Waste. In accordance with 30 Texas Administrative Code §330.3, defined as "Garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
 - 2.45.1 Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - 2.45.2 Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or
 - 2.45.3 Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, § 91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is Hazardous Waste as defined by the Manager of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 United States Code, § 6901 *et seq.*).
46. Solid Waste Cart. A Cart utilized exclusively for Solid Waste Services.
47. Solid Waste Services. Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.
48. Special Waste. In accordance with 30 Texas Administrative Code §330.3, defined as "Any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special wastes are:

- 2.48.1 Hazardous Waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to household materials Which Could Be Classified as Hazardous Wastes);
 - 2.48.2 Class 1 industrial nonhazardous waste;
 - 2.48.3 Untreated medical waste;
 - 2.48.4 Municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;
 - 2.48.5 Septic tank pumpings;
 - 2.48.6 Grease and grit trap wastes;
 - 2.48.7 Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VII but has not been listed as a commercial chemical product in 40 CFR § 261.33 (e) or (f);
 - 2.48.8 Slaughterhouse wastes;
 - 2.48.9 Dead animals;
 - 2.48.10 Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;
 - 2.48.11 Pesticide (insecticide, herbicide, fungicide, or rodenticide);
 - 2.48.12 Discarded materials containing asbestos;
 - 2.48.13 Incinerator ash;
 - 2.48.14 Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of § 335.521 (a)(1) of this title (relating to Appendices);
 - 2.48.15 Used oil;
 - 2.48.16 Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter;
 - 2.48.17 Waste generated outside the boundaries of Texas that contains;
 - 2.48.17.1 Any industrial waste;
 - 2.48.17.2 Any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
 - 2.48.17.3 Any item listed as a special waste in this paragraph;
 - 2.48.18 Lead acid storage batteries; and
 - 2.48.19 Used oil filters from international combustible engines.
49. Unit. Residential and Non-Residential Units that qualify for services requested in the RFP.
50. Work. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of any Contract resulting from this RFP and the carrying out of all duties and obligations imposed by any Contract resulting from this RFP on the Contractor.
51. Yard Trimmings of Yard Waste. In accordance with 30 Texas Administrative Code §330.3, defined as Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches (6") in diameter, that results from landscaping

maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.

3. **Proposed Security**

1. **Bid Bond** – Each proposal must be accompanied by a bid bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to Fifteen Thousand Dollars (\$15,000), as a guarantee on the part of the Contractor that they will, if called upon to do so, accept and enter into a contract on such form as mutually agreed upon by the City and the selected Contractor, usual and customary for such services. The Contract shall address all the material provisions of the proposal and response thereto, the work to be performed by such Proposal, the rates stated therein and to furnish a corporate surety for its stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks will be deposited by the City upon receipt. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contract, or if no Contractor's Proposal has been selected within one-hundred twenty (120) days after the date of the opening of the Proposals, upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.
2. **Performance Bond** – A letter shall accompany the Proposal from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by the surety to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

As surety for this service, the Contractor shall provide the City a Two Hundred Fifty Thousand Dollar (\$250,000) performance bond that is annually renewed prior to the end of covered year.

The Contractor shall pay any and all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full must accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

4. **Pre-Proposal Conference:** A **NON-MANDATORY** pre-proposal meeting between representatives of the City of Freeport, TX and prospective proposers will be held on Tuesday, August XX, 2021, 2:00 p.m. CST at City Hall, 200 W Second Street, Freeport, TX 77541.

The purpose of the non-mandatory pre-proposal meeting is to make certain that the scope of the work is fully understood, to answer any questions, to clarify the intent of this RFP and to resolve any problems that may affect the project. No addendum will be issued at this meeting, but subsequent thereto, the City Manager, if necessary, will issue an addendum(s) to clarify the intent of this project.

5. Background Information:

1. Background – The City currently contracts Solid Waste Service. The current contract will expire on January 22, 2021. The City seeks proposals from qualified proposers interested in providing these services, as described in this RFP.
2. General – Freeport is a Home Rule, incorporated city with a population of approximately 12,136. The City encompasses approximately 17.70 square miles, which includes 2.3 square miles of water. The City lies on the Texas Gulf Coast. The City is a community that is a mix of residential, and commercial customers.
3. Residential & Commercial Cart Volume
Current Single-Family Residence, 2,994 approximately (as of 3/17/2021)
Multi-Family, and Commercial with Carts
billed through the City.
4. Commercial Volume
No dumpsters or Roll offs billed at this time. This volume will have to be determined as part of the proposal.
5. Industrial Volume
No industrial customers will be considered as part of this proposal.

6. Description of Current Solid Waste Services

1. General
 - 6.1.1 Under the terms of the resulting contract, the City through its selected provider will be the exclusive provider of all non-industrial solid waste services inside the corporate city limits of the City of Freeport. The City through its selected provider will be the exclusive provider of solid waste collections via open-top roll-offs for construction sites and temporary remodeling services, within the city limits of Freeport.
 - 6.1.2 The City through its selected provider will be exclusively responsible for disposal of solid waste and heavy trash collected.
2. Residential
 - 6.2.1 Residential Curbside Solid Waste Collection – twice a week pick up with a 96-gallon container size.
 - 6.2.2 Once a week there is bulk trash service up to 2 cubic yards without additional charge to the residents.
3. Commercial
 - 6.3.1 Light Commercial Solid Waste collection is twice a week.
 - 6.3.2 Commercial Solid Waste via Dumpster, closed Roll-off or Compactor roll-off, is currently up to the customer to obtain service.
 - 6.3.3 The City bills only residential and light commercial customers.

7. Scope of Services

1. General

- 7.1.1 Proposers will submit bids for residential and commercial services as separate bids within this proposal using the rate sheet provided. Proposer may be selected for one or both services.

2. TYPES OF COLLECTION

7.2.1 Residential Service Regular

7.2.1.1 Base Proposal – Contractor Provided Carts – 96 Gallon twice weekly pick-up

- 7.2.1.1.1 Collection shall be twice each week and placed in **contractor-provided refuse carts 96 gallons** in size.
- 7.2.1.1.2 The carts will be clearly marked with the Contractor's name, and an identifying number.
- 7.2.1.1.3 Carts shall be distributed to all residential units with no more than four (4) units per premises.
- 7.2.1.1.4 One (1) 96-gallon cart shall be provided for each residential unit.
- 7.2.1.1.4.1 Proposal shall include the monthly cost, if any, for additional refuse carts requested on an annual basis.

7.2.1.2 Alternate 1 – Contractor Provided Carts – 96 Gallon, Once a Week Pick-up

- 7.2.1.2.1 Collection shall be once each week and placed in **contractor-provided refuse carts 96 gallons** in size.
- 7.2.1.2.2 The carts will be clearly marked with the Contractor's name, and an identifying number.
- 7.2.1.2.3 Carts shall be distributed to all residential units with no more than four (4) units per premises.
- 7.2.1.2.4 One (1) 96-gallon cart shall be provided for each residential unit.
- 7.2.1.2.4.1 Proposal shall include the monthly cost, if any, for additional refuse carts requested on an annual basis.

7.2.2 Residential Service Bulky Waste

7.2.2.1 Contractor shall provide residential curbside Bulky Waste pick-up once per month

- 7.2.2.1.1 Collection shall be limited to 5 cubic yards per month of bulky waste placed at the edge of the residential property. Proposal shall include charge for additional volume per cubic yard.
- 7.2.2.1.2 Regular monthly pick up of Bulky waste will be scheduled by subdivision either in the first, second, third, or fourth week of the Month on the same day of the week.
- 7.2.2.1.3 The city will market and communicate the bulky waste schedule as determined by subdivision, and residents will be encouraged to contact the city regarding their need for bulky waste pick-up. However, it shall be the contractor's responsibility to ensure the pick-up of all bulky waste in accordance with the schedule regardless if the customer makes contact.

- 7.2.2.1.4 Customers who place bulk waste to be picked up off schedule shall be charged for the bulk waste service.

7.2.3 Base Residential Quarterly Community Clean up

- 7.2.3.1 Contractor shall provide quarterly pick-up of residential curbside Bulky Waste

- 7.2.3.1.1 Collection shall be limited to Bulky Waste generated at the premises at which it is placed, but shall not be limited in volume.

- 7.2.3.1.2 Collection of the quarterly Bulky Waste Pick up will be scheduled and picked up within 10 days of the date scheduled for Bulky waste to be placed at the curb.

- 7.2.3.1.3 The city will market and communicate the Quarterly Community Clean-Up, and residents will be encouraged to contact the city regarding their need for bulky waste pick-up. However, it shall be the contractor's responsibility to ensure the pick-up of all bulky waste in accordance with the schedule regardless if the customer makes contact.

7.2.4 Alternate Residential Community Clean up

- 7.2.4.1 Contractor shall provide semi-annual (twice a year) pick-up of residential curbside Bulky Waste.

- 7.2.4.1.1 Collection shall be limited to Bulky Waste generated at the premises at which it is placed, but shall not be limited in volume.

- 7.2.4.1.2 Collection of the quarterly Bulky Waste Pick up will be scheduled and picked up within 10 days of the date scheduled for Bulky waste to be placed at the curb.

- 7.2.4.1.3 The city will market and communicate the Semi-Annual Community Clean-Up, and residents will be encouraged to contact the city regarding their need for bulky waste pick-up. However, it shall be the contractor's responsibility to ensure the pick-up of all bulky waste in accordance with the schedule regardless if the customer makes contact

7.2.5 Light Commercial

7.2.5.1 Base Proposal

- 7.2.5.1.1 Defined as a commercial unit generating not more than four (4) 96-gallon containers of commercial refuse during any calendar week.

- 7.2.5.1.2 Collected twice a week in **contractor-provided refuse container 96 gallons.**

- 7.2.5.1.3 The carts will be clearly marked with the Contractor's name, and an identifying number.

- 7.2.5.1.4 Contractor shall be the sole provider.

- 7.2.5.1.5 Commercial accounts can either be billed by the City or Contractor.

- 7.2.5.1.6 One (1) 96-gallon cart shall be provided for each light commercial customer.

- 7.2.5.1.6.1 Proposal shall include the monthly cost, if any, for additional refuse carts requested on an annual basis for light commercial service.

- 7.2.5.1.7 Contractor shall pay the City a franchise fee of ten percent (10%).

7.2.5.2 Alternate 1 – Contractor Provided Carts – 96 Gallon, Once a Week Pick-up

7.2.5.2.1 Defined as a commercial unit generating not more than four (4) 96-gallon containers of commercial refuse during any calendar week.

7.2.5.2.2 Collected Once a week in contractor-provided refuse container 96 gallons.

7.2.5.2.3 The carts will be clearly marked with the Contractor's name, and an identifying number.

7.2.5.2.4 Contractor shall be the sole provider.

7.2.5.2.5 Commercial accounts can either be billed by the City or Contractor.

7.2.5.2.6 One (1) 96-gallon cart shall be provided for each light commercial customer.

7.2.5.2.6.1 Proposal shall include the monthly cost, if any, for additional refuse carts requested on an annual basis for light commercial service.

7.2.5.2.7 Contractor shall pay the City a franchise fee of ten percent (10%).

7.2.6 Commercial

7.2.6.1 Base Proposal

7.2.6.1.1 Defined as refuse collected via dumpster, closed roll-off or roll-off compactor only, or commercial service requiring greater than light Commercial service.

7.2.6.1.2 Collected up to seven (7) times weekly depending on volume generated.

7.2.6.1.3 Contractor will be sole provider.

7.2.6.1.4 The required schedule and size of dumpster, closed roll-off or compactor roll-off shall be determined by the customer and contractor, necessary to adequately provide for timely solid waste removal from the premises conditional to the weekly volume generated and capacity to adequately and properly store solid waste between pick-ups. The City shall reserve the right to require the customer to schedule and pay for additional regular pick-ups if the proper and adequate storage of solid waste between pick-ups becomes an issue.

7.2.6.1.5 The Contractor shall bill for Commercial accounts based on the equipment used and agreed upon schedule, in accordance with the rates included in this proposal, and including all franchise fees and sales tax as required

7.2.6.1.6 Contractor shall pay the City a franchise fee of ten percent (10%).

7.2.7 Storm Debris Management

7.2.7.1 In the event of a major storm (flood, hurricane, tornado, or other similar disaster), the City may request assistance to Freeport residents in the collection and disposal of debris, allowing residents to rid their property of fallen trees, etc., without having to schedule a special estimate by contractor. Contractor will provide this service to Freeport residents at a per hour rate plus disposal.

7.2.8 Regular Service for City Owned or Operated Facilities

7.2.8.1 The Contractor shall make, at no charge to the City, the collection, transportation, and disposal of waste accumulated by the City at City owned, operated, or other City designated sites (**See Exhibit A**). Regular service shall include the free

provision, collection, and hauling of dumpsters and/or roll-off containers as requested by the City for special events and ongoing or special projects. In the event that the City's containers are full and are in need of special disposal, the Contractor shall accommodate the City when possible.

3. **COLLECTION OPERATIONS**

7.3.1 **Hours of Operation**

7.3.1.1 Regular Residential and Light Commercial collections shall generally be scheduled by subdivision on either Monday, Tuesday, Wednesday, Thursday or Friday. However, the City, will consider, but is not obligated to accept, a Saturday collection. No collection shall be made on Sundays unless the Contractor is directed to do by the City under extraordinary circumstances. Residential collection shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled collection day(s). The Contractor shall negotiate with each commercial business its collection frequency and schedule. No commercial collection will be made prior to 7:00 a.m. if such collection is in or within 500 feet of a residential property.

7.3.1.2 **Schedules and Routes**

7.3.1.2.1 The successful proposer shall provide collection services to customers on a scheduled collection day. The successful proposer shall maintain the schedules and the routes on file with the City. Any changes to the schedule and/or routes for residential customers are subject to the approval of the City.

7.3.1.3 **Holidays**

7.3.1.3.1 Successful proposer may suspend service in observance of New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Successful proposer shall request proposed holidays to be observed each calendar year prior to October 1st of the prior calendar year for approval by City staff and communication to residents. Suspension of service for any holiday shall not relieve successful proposer of its obligation to provide collection service in frequencies provided for in any Contract resulting from this RFP. Should successful proposer observe a holiday, successful proposer shall for the remainder of the calendar week provide collection service to customers on day after their normal collection day, including Saturday, as its catch-up day.

7.3.1.4 **Personnel**

7.3.1.4.1 The successful proposer shall provide all personnel required to perform the scope of services. For the term of the agreement, the successful proposer shall maintain the following:

7.3.1.4.1.1 A representative authorized to make decisions and act on the Contractor's behalf, accessible to the City twenty-four (24) hours a day via email or a non-toll call from the City;

7.3.1.4.1.2 Operations Manager qualified to oversee the operations;

7.3.1.4.1.3 Personnel who normally or regularly come into direct contact with the public must have, at a minimum, a company issued identification

badge which they must have on display and on their person at all times while on the job. All other forms of individual identification, such as a uniform with name badges, name tags, or identification cards are encouraged but not mandatory;

7.3.1.4.1.4 Personnel operating collection vehicles shall have a valid commercial driver's license appropriate to the vehicle being operated;

7.3.1.4.1.5 All personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers be barred from further work in Freeport.

7.3.1.4.2 Collection Equipment

7.3.1.4.2.1 Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.

7.3.1.4.2.2 Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from collection activities.

7.3.1.4.2.3 All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name/Logo, telephone number, and unit number legible from 150 feet. No other advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

7.3.1.4.3 Performance Standards

7.3.1.4.3.1 Successful proposer (and its drivers, employees, and agents) shall adhere to the following performance standards:

- 7.3.1.4.3.1.1 Carts shall be replaced upright within two (2) feet of Customer's placement without obstructing traffic or damaging landscaping;
- 7.3.1.4.3.1.2 Dumpsters and Roll-off Compactors shall be replaced upright within eighteen inches (18") of the Customer's placement, without obstructing traffic or damaging landscape or enclosure;
- 7.3.1.4.3.1.3 Collection areas shall be free of litter debris larger than three (3) inches within a ten-foot (10') radius of Carts;
- 7.3.1.4.3.1.4 Successful proposer shall not leave loose material, which during collection may fall in the streets or property of Customers, and will collect any loose material that is generated during the collection operations;
- 7.3.1.4.3.1.5 Successful proposer shall maintain a consistent rout schedule and comply with provisions related to hours of service;
- 7.3.1.4.3.1.6 Collection schedules shall be consistently performed as to morning and afternoon collection times;
- 7.3.1.4.3.1.7 Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle except in case of emergencies;
- 7.3.1.4.3.1.8 Successful proposer will not use vehicles that leak oil, hydraulic fluid, or other substances, or present an unhygienic or unsafe appearance; and
- 7.3.1.4.3.1.9 Successful proposer shall comply with the Customer complain resolution provisions of any Contract resulting from this RFP.
- 7.3.1.4.3.2 Methods of measuring performance standards shall include: monthly Customer satisfaction survey calls made to twenty-five (25) randomly selected customers by successful proposer, customer communication records, service monitoring, and operational records. The results of the survey shall be provided to the City with the monthly reports.
- 7.3.1.4.4 Spillage and Leakage
 - 7.3.1.4.4.1 During transport, all materials shall be contained, covered and enclosed so that spilling and leakage or materials does not occur.
 - 7.3.1.4.4.2 Successful proposer shall be responsible for the cleanup of any spillage or leakage from its vehicles within two (2) hours.
 - 7.3.1.4.4.3 If a spill or leakage leaves a stain on a roadway, building, or other similar surface caused by successful proposer, its vehicles or employees, the successful proposer will use all reasonable means available to removes the stain and restore the facility to the satisfaction of the City Manager.
- 7.3.1.4.5 Litter and Odor

- 7.3.1.4.5.1 Successful proposer shall be responsible for litter caused by the provision of services in connection with any Contract resulting from this RFP.
- 7.3.1.4.5.2 Successful proposer shall clean up any litter larger than three (3) inches within a ten-foot (10') radius of Collection Areas that falls from the container as solid waste is being picked up on at least a weekly basis.
- 7.3.1.4.5.3 Successful proposer shall clean up all litter on at least a weekly basis, or at any time in response to a citizen or regulatory complaint.
- 7.3.1.4.5.4 Collection equipment shall be maintained as to prevent odors. The successful proposer shall routinely clean collection equipment, to maintain a standard of cleanliness.
- 7.3.1.4.6 Disposal Site
 - 7.3.1.4.6.1 Successful proposer shall dispose of all solid waste collected at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of solid waste.
- 7.3.1.4.7 Vicious Animals
 - 7.3.1.4.7.1 Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City of such conditions and of inability to make collection.

4. CUSTOMER SERVICE

7.4.1 Customer Service Office

- 7.4.1.1 In order to provide a high quality of Customer service, successful proposer shall, at its own expense, provide and staff an office facility to receive customer calls.
 - 7.4.1.1.1 Successful proposer shall maintain, at its own expense, a dedicated, local or toll-free telephone line to receive City Customer complaints or comments from 8:00 a.m. until 5:00 p.m., local time, Monday through Friday.
 - 7.4.1.1.2 Successful proposer shall, at its own expense, maintain a dedicated internet email address to receive complaints or comments from City Customers.

7.4.1.2 Customer Issues

- 7.4.1.2.1 The City shall manage new residential service requests.
- 7.4.1.2.2 The City or Contractor, as decided per the Contract, shall manage new commercial service requests.
- 7.4.1.2.3 Current Customer Service Requests
 - 7.4.1.2.3.1 Proposer shall manage current customer service requests, including changes in collection service.
 - 7.4.1.2.3.2 Successful proposer shall notify the City staff in writing within one (1) business day of current customer requests requiring changes in

billing by City staff. For all other Customer service requests, successful proposer shall provide monthly reports to City staff.

7.4.1.2.4 Customer Complaints

7.4.1.2.4.1 The Contractor shall manage customer complaints, including incoming phone calls and emails, addressing concerns, and resolving issues.

7.4.1.2.4.2 All customer complaints received by the city about services shall be documented and routed directly to the contractor, who shall give them prompt and courteous attention. Contractor is expected to resolve all complaints within twenty-four (24) hours of receipt of such complaint, and report monthly to City.

7.4.1.2.4.3 In the case of alleged missed collections, the contractor shall make every effort to collect the material on the same day; but it must be collected within twenty-four (24) hours after complaint is received, if it can be determined that the customer was not at fault. Unless otherwise specified in this Contract, should the successful proposer for any reason after being notified fail to make any collection, then the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill the successful proposer the City's cost as well as bill or deduct the successful proposer's pro-rata unit charge or rate for providing service.

7.4.1.2.4.4 Any complaint from a Customer that is not resolved to the Customer's satisfaction may be managed by the City. City staff shall contact the successful proposer to review the complaint. The Contractor shall have five (5) business days from the date the City staff contacted them to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in any Contract resulting from this RFP. If the successful proposer cannot demonstrate that it met the performance standards outline in this Contract within five (5) business days period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to impose an administrative penalty on successful proposer. The successful proposer may appeal a penalty assessment to the City Manager in writing within five (5) business days from the date of the decision of the City staff. The City Manager's decision will be final.

7.4.1.3 Missed Service Penalties

Successful proposer shall adhere to the following penalty provisions for duration of contract and all subsequent renewals:

Penalty Schedule	
Omission/Incident	Penalty
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is one incident)
Failure to clean-up and collect Contractor caused spillage	\$100 each incident to a maximum of \$500 per truck per day for Cart \$100 each incident per Detachable Container
Failure to complete a City residential block. An incomplete block is where more than five houses within the same block for either trash or bulk are not collected	\$150 per incident
Days incomplete. Days are uncompleted if more than four blocks are not collected on the scheduled day	\$1,000 when not completed on the scheduled day. \$2,500 when uncompleted days are not recovered by the next calendar day
Failure to deliver Commercial Containers to new participating locations within (5) business days of receipt of the new sign-up request	\$250 per Container per incident
Failure to deliver or replace Garbage Carts for any reason within (5) business days of notification	\$50 per Container per incident
Any additional collection misses, at the same address, within one (1) year after Contractor's receipt of 2 nd notice	\$100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$500 each
Failure to place carts at customer original set out location	\$500 for over 50 incidents per month

7.4.1.4 Recordkeeping and Reporting

The Contractor shall submit electronic reports, using software and formats approved by the City, on a monthly basis. All records shall be available to the City at reasonable times and places throughout the term of any Contract resulting from this RFP and for a period of five (5) years after last or final payment

The Contractor shall create, maintain, and deliver to the City the following records on a monthly basis with their invoice:

- 7.4.1.4.1 Solid waste and bulky waste tonnage delivered to disposal facility;
- 7.4.1.4.2 Commercial collection activity by container size and frequency of pick up;
- 7.4.1.4.3 Identified unaccepted loads by date collected, route, and facility;
- 7.4.1.4.4 A daily record of Complaints received, including address, time and date for each and the reason, and any resolution;
- 7.4.1.4.5 Such other documents and reports, as the City may reasonably require, to verify compliance with any Contract or to meet the City's requirements;

- 7.4.1.4.6 Other recordkeeping and reporting requirements as agreed upon by City and Contractor; and
- 7.4.1.4.7 Detailed commercial billings and franchise fee assessed in Excel format.

8. Contract Terms and Conditions:

1. General – It is anticipated that this contract is for services after selection (proposers to submit schedule), with extension terms available, upon mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent extension terms – there will be no provision for price adjustments for any extension, as the agreement is meant to provide an option for either party to exit the contractual obligation at its discretion.
2. Term of Service – The successful proposer(s) shall provide for the term of the Contract, with an initial term of Five (5) years, commencing on January 23, 2022. The City reserves the option to renew the Contract for up to three (3) additional five (3) year renewal terms.
3. Indemnification – It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the “indemnitee”) shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the firm, or any third party.

4. Release – It is understood that any resulting contract executed will contain the following language:

The Contractor assumes full responsibility for the work to be performed hereunder releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death to any person and any loss or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm’s work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

9. Instructions to Bidders:

1. **General** – This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions may be disqualified without further consideration. The City of Freeport requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and may result in disqualifications. To facilitate the review of the responses, firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. Proposals shall have 1" margins and be single-spaced.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Freeport.

2. **Project Timeline** – The vendor/contractor selection process will follow the time line shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: Thursday, July 29, 2021

Pre-proposal Meeting: Tuesday, August 10, 2:00 p.m.

Deadline for Submitting Questions: Friday, August 20, 2021, 2:00 p.m.

Proposal Submission Deadline: Friday, August 27, 2021, 2:00 p.m.

Review: August 27 – Sept. 1, 2021

Interviews: September 2-3, 2021

Selection Process: Sept 6-10, 2021

Council Notice to Award: Monday, September 13, 2021

Council Approve Contract: Monday, September 20, 2021

Contract Transition Period: October 1, 2021 – January 1, 2022

Effective Date of New Contract: January 23, 2022

3. **Statement of Compliance** – By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP
4. **Cover Letter**
 - 9.4.1 Each proposal shall contain a statement that the proposal is a firm offer for a minimum of one hundred and twenty (120) calendar days from the opening date.

- 9.4.2 Each proposal shall contain a representation as to accuracy and completeness of proposal. Suggested verbiage is "The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the City, are true, accurate and complete to the proposer's knowledge. This proposal includes all information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts"
- 9.4.3 Cover Letter shall identify the packages proposed, a summary of how Proposer proposes to perform the scope of work, and unique problems perceived by Proposer and their solutions.
5. Statement of Organization
- 9.5.1 Proposer shall complete Form 1 (see page 31). Proposers are permitted to supply additional information that will assist the City in understanding the proposer's organization.
6. **TAB A – Qualifications and Experience**
- 9.6.1 Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices if applicable.
- 9.6.2 Proposer must disclose the amount of time that Proposer has been performing service under its current business name. Proposers shall provide a list of communities similar to the City for which the Proposer or any affiliate has provided similar services to those for which Proposer is submitting proposal. The City reserves the right to contact such communities to inquire about performance.
- 9.6.3 Proposers must submit the following information regarding each community:
- 9.6.3.1 Agency contact information including contact name, telephone number and email address;
- 9.6.3.2 Description of services;
- 9.6.3.3 Estimated number of customers serviced;
- 9.6.3.4 Quantity of material collected and disposed; and
- 9.6.3.5 Dates of service.
- 9.6.4 Proposer shall disclose any contract in the past five (5) years that ended prior to the Contract expiration date due to any of the following issues:
- 9.6.4.1 Assignment of the agreement to another vendor;
- 9.6.4.2 Termination of the agreement;
- 9.6.4.3 Mutual agreement with the customer to discontinue service; and/or
- 9.6.4.4 Other reason.
- 9.6.5 Proposers must disclose any litigation that was initiated or resolved within the last 5 years as a direct result of service agreements for similar services for which Proposer is submitting a proposal.
- 9.6.6 Organizational chart for key personnel.
- 9.6.7 Key personnel resumes: At a minimum, key personnel shall include general manager, operations manager, maintenance manager, and other personnel that will have regular contact with the City, City personnel, and City customers.
- 9.6.8 Job descriptions indicating the qualifications and experience of key personnel.

- 9.6.9 Description of policies and procedures that are in place to ensure that personnel performing services are qualified and proficient. Proposers must describe the educational requirements for personnel by position.
- 9.6.10 Identification of training programs for personnel, including safety training.
- 9.6.11 Description of dress code that is required for personnel.
- 9.6.12 Proposer must submit sufficient information to demonstrate financial capacity to handle a contract for the services described within this RFP. Examples of documentations that may fulfill this requirement include, but are not limited to, audited financial statements for the last three (3) years.
- 9.6.13 Proposer must also disclose whether they have ever filed for bankruptcy.
- 7. **TAB B – Project Methodology**
 - 9.7.1 Proposer must provide a detailed timeline of the overall approach to providing Solid Waste service and describe why this is the best approach for the City. The method of approach should include a copy of maps indicating the routes to be used in the collection of waste from all residential customers, the proposer's safety plan and quality service assurance program which must be implemented by the proposer in providing timely and complete services to customers. The City reserves the right to reject and request modification of routes and updates on routes of contractor as need arises.
 - 9.7.2 Description of Collection Vehicles – Proposer shall describe vehicles proposed for Solid Waste and Bulky Waste services, including all front-line and back-up vehicles. Description must include the following:
 - 9.7.2.1 Make, model, age, and description of each proposed vehicle by type of Solid Waste;
 - 9.7.2.2 Equipment or technology (GPS, RFID, digital cameras, direct connect phones, etc.) that will be included on each proposed vehicle;
 - 9.7.2.3 Number of front-line and back-up by type of Solid Waste service;
 - 9.7.2.4 Description of maintenance program (inclusive of preventative maintenance, cleaning, and repairs) and vehicle replacement schedule; and
 - 9.7.2.5 Timeline for acquisition of vehicles.
 - 9.7.3 Description of Carts – Proposer shall describe containers that will be used to collect solid waste.
 - 9.7.3.1 The description must include the following:
 - 9.7.3.1.1 Manufacturer, make, color, and logos on the containers;
 - 9.7.3.1.2 Capacity of containers;
 - 9.7.3.1.3 Timeline for acquisition of containers;
 - 9.7.3.1.4 Timeline for distribution of containers;
 - 9.7.3.1.5 Description of program to store, repair, and switch-out containers for customers; and
 - 9.7.3.1.6 Description of program to maintain containers, including frequency of cleaning and any fees associated with excessive container maintenance.
 - 9.7.4 Recordkeeping and Reporting Capabilities
 - 9.7.4.1 Provide details of proposers reporting process and ways in which reporting cycles can be customized.

9.7.4.2 Provide sample reports.

9.7.4.3 *Security and Disaster Recovery* – Describe security measures and disaster recovery plan, including but not limited to the following:

9.7.4.3.1 Outline the security measures in place for the protection of data;

9.7.4.3.2 Describe security measures used to prevent unauthorized user access to either the system or data;

9.7.4.3.3 Describe your backup and/or redundant systems; and

9.7.4.3.4 Provide your disaster recovery plan should a catastrophic event occur.

8. TAB C – Service Yard and Facilities

9.8.1 Proposer must identify the location of the service yard they propose to use. The service yard may be the same location as the office. The service yard is not required to be located in the City.

9.8.2 Proposer shall describe the Disposal Facility being used to provide service to the City. For each facility, proposer shall provide the following:

9.8.2.1 Name of facility;

9.8.2.2 Owner(s) of facility;

9.8.2.3 Operator of facility;

9.8.2.4 Location of facility;

9.8.2.5 Proof that such facility is able and willing to accept material collected from the City;

9.8.2.6 Total remaining capacity of facility for the term of the agreement; and

9.8.2.7 Required local, state or national permits for the facility.

9.8.3 Proof that a facility is able and willing to accept material collected from the City; must indicate that the facility has the capacity to accept the materials from the City for the term of any Contract resulting from this RFP.

9. TAB D – Transition Plan

9.9.1 Proposer shall describe its proposed strategies to ensure a smooth transition from the current level of service to the proposed level of service. In the transition plan, Proposer must describe the following:

9.9.1.1 Individual or group of individuals that will oversee the transition;

9.9.1.2 Proposed approach, including equipment, personnel, and schedule, for delivering containers to customers. Proposers shall also describe how the delivery of containers will be conducted in coordination with removal of existing containers. Proposers will describe the procedure for Collection in the event that customers set out materials in both the existing containers and the new containers, (if applicable) for collection during the transition period;

9.9.1.3 Overall schedule for the transition **including the timeline** in which the proposed schedule will be implemented; and

9.9.1.4 Proposed strategies for customer service and public education regarding the potential transition of service providers.

10. TAB E – Customer Service

9.10.1 Proposers shall provide the following customer service information within their proposals:

9.10.1.1 Location of customer service office;

- 9.10.1.2 Hours of operations;
- 9.10.1.3 Description of customer complaint resolution procedures; and
- 9.10.1.4 Description of how the proposer plans to meet or exceed the customer complaint resolution process.

11. TAB F – Completed Forms 1-5

- 9.11.1 Provided a completed copy of the Conflict of Interest Questionnaire (Form CIQ). **See Form 6.** The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates that the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Freeport, including affiliations and business and financial relationships such persons may have with the City of Freeport City Officers. A copy of the form is attached and a complete text of the law is available at the Texas Ethics Commission website at http://www.ethics.state.tx.us/fillinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of Freeport including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them. **Any information provided by the City of Freeport is for information purposes only. If you have any concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.**

12. SEPARATE SEALED ENVELOPE – Rates, Fees, and Offer Prices

- 9.12.1 Proposers shall complete Form 5 in Section 12 (pages 35-40) and submit in **separate sealed envelope marked “RATES, FEES AND OFFER PRICES”**. Forms not completed and signed may result in disqualification. If there is any doubt to the meaning of the forms, Respondent may submit an inquiry in accordance with the requirements in this RFP.

10. Proposal Evaluation Process:

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation rating will be on a **200-point** scale and those proposers selected for a short list may be invited to attend an interview, at the proposer’s own expense. Any invitation for an oral presentation will be solely for the clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City’s process is as follows:

- 1. City staff shall recommend from an evaluation committee which will be used to evaluate all proposals as follows:
 - 10.1.1 Qualifications and Experience – 30 points
 - 10.1.2 Project Methodology – 20 points

10.1.3 Service Yard and Facilities – 20 points

10.1.4 Transition Plan – 15 points

10.1.5 Customer Service – 40 points

10.1.6 Rates, Fees and Offer Prices – 75 points

Rates, fees and offer prices are to be submitted in a separate sealed envelope marked "RATES, FEES, AND OFFER PRICES"

2. Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).
3. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked vendor. The process shall continue until an agreement is reached with a qualified vendor.
4. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.
5. The City reserves the right to negotiate the final fee prior to recommending any vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

11. Terms and Conditions:

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use tax (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services, and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter a contract with the vendor that offers the "best value" for the desired project. After receipt of the proposals, the City of Freeport will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter contract negotiations.

COSTS TO SUBMIT: The City of Freeport will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

SAFETY: The successful proposer shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws, as they apply to its employees. The provisions in the Manual of Accident Prevention and Construction of the Associated General Contractor of America shall not constitute the standard of care applicable on the project. It is the intent of any agreement resulting from this RFP that the safety precautions at the site are part of the construction technique and processes for which successful proposer shall be solely responsible. Successful proposer is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The successful proposer shall be responsible for instructing its employees regarding safe working habits and shall be responsible for compliance with all Occupational Safety and Health Administration regulations. Successful proposers shall provide copies of all Hazardous Materials and waste data sheets to the City Manager.

SUCCESSFUL PROPOSER'S UNDERSTANDING AND DUTY: The successful proposer, its employees, subcontractors, and agents shall comply with all applicable state laws, the ordinances of the City of Freeport, Texas, and all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies. Successful proposer shall further obtain and maintain all permits and licenses required, if any, for the performance of any services required.

Successful proposer will be responsible for conducting criminal background checks and verifying employment eligibility on all custodial employees that will have access to City property in accordance with state and federal laws.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies

satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

1. Worker's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
2. Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00;
3. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
4. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by law by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
5. Performance Bond and Payment Bond, furnished guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Freeport City Manager or his designee. Any changes to specifications will be made in writing. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Freeport is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of Freeport, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms, and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this

solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; (3) waves or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling is invalid. (Chapter 552, Texas Government Code).

CONTRACTUAL LIMITATIONS PERIOD: Any provision the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Austin County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subchapter C, Chapter 171.

ETHICS: Proposers or agents of the proposer are expressly prohibited from contacting elected officials or officers of the city of Freeport in regard to their proposal or this process accept to request a copy of this RFP, unless otherwise expressly allowed by this RFP. The respondent shall not offer or accept gifts or anything of value or enter any business arrangement with any employee, official, or agent of the City of Freeport. More than one proposal on any one contract form a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. Any or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Freeport, including affiliations and business and financial relationships such persons may have with the City of Freeport officers.

By doing business or seeking to do business with the City of Freeport, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

DELIVERY: Any delivery and freight charges (FOB City of Freeport designated location) are to be included in the proposal price.

INVOICES: Submitted for payment shall be addressed to: City of Freeport, Accounts Payable, 200 W 2nd Street, Freeport, TX 77541. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect the City of Freeport from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Freeport reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete the project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Freeport may have in law or equity. Respondent, in submitting this proposal, agrees that City of Freeport shall not be liable to prosecution for damages in the event the City declares the respondent in default.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of Freeport shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Freeport, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey, in whole or in part, without the prior written consent of City of Freeport any services to be provided.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Freeport.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the installation of the proposed system, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016 the successful proposer must submit a ***Certificate of Interested Parties (Form 1295)*** at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application locate at:

<https://www.ethics.state.tx.us/File/>

12. Forms

Proposer shall complete all forms. Forms not completed may result in disqualification. If there is any doubt to the meaning of the forms, Respondent may submit an inquiry in accordance with the requirements set forth in this RFP.

- FORM 1 – Statement of Organization – (Page 31)
- FORM 2 – Proposer Certification and Addenda Acknowledgement – (Page 32)
- FORM 3 - Certificate of Insurability – (Page 33)
- FORM 4 – Non-Collusion – (Page 34)
- FORM 5 – Proposal Forms – (Pages 36-38)
- FORM 6 – Conflict of Interest Questionnaire (CIQ) – (Pages 39-40)

Exhibit A

List of City Facilities Requiring Services

1. Bryan Beach – 20 Yard Roll Off Dumpster – 2
2. Public Works Office - 510 S Avenue A – 20 Yard Roll Off Dumpster – 2
3. Public Works Office – 510 S Avenue A – 20 Yard Roll Off Dumpster Recycling – 2
4. Old Police Department – Avenue A & Division -20 Yard Roll Off Dumpster
5. FCH – 110 Skinner - 6 Yard Dumpster
6. FMP – 421 N Brazosport Blvd - 6 Yard Dumpster
7. Velasco House – 110 Skinner – 6 Yard Dumpster
8. Riverside Park – 1200 N Avenue B - 6 Yard Dumpster
9. SFA Park – 1300 Avenue M - 6 Yard Dumpster
10. Police Department – 430 N Brazosport Blvd – 6 Yard Dumpster
11. Fire Station 1 – 101 E 4th Street – 6 Yard Dumpster
12. City Hall – 200 W 2nd Street – 6 Yard Dumpster
13. Golf Course – 830 Slaughter Rd – 6 Yard Dumpster
14. Recreation Center – 803 Mystery Ln – 6 Yard Dumpster
15. Museum – 311 E Park Ave – Polycart

FORM 1

Statement of Organization

1. Proposer

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Contact: _____

Local Business Fax: _____

Local Business E-mail: _____

Type of Organization: _____

Tax Id #: _____

License #: _____

Provide the names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

a) _____

b) _____

c) _____

2. Subcontractor(s)

List of all firms participating in this proposal

	Name	Address	Area of Responsibility
a)	_____	_____	_____
b)	_____	_____	_____
c)	_____	_____	_____
d)	_____	_____	_____

FORM 2

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws, of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Proposer Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

FORM 3

CERTIFICATE OF INSURABILITY

Proposer hereby certifies that, as a respondent of the City of Freeport for RFP 2018-01, the proposer is fully aware of Insurance Requirements contained in the RFP. Furthermore, Proposer hereby assures the City of Freeport that Proposer is able to produce the Insurance coverage required should Proposer be selected for the award.

Signature of Proposer

Printed Name of Signee

Company Name

Date

FORM 4

NON-COLLUSION

The undersigned affirms that they are duly authorized to execute the proposer, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to price, terms, and conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of the proposal.

Signature of Proposer

Printed Name of Signee

Company Name

Date

FORM 5

PROPOSAL FORM – WORKSHEET

CONTRACTOR'S PROPOSAL FOR COLLECTION AND DISPOSAL OF SOLID WASTE SERVICES AND PURCHASE OF SOLID WASTE EQUIPMENT

It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or administrative billing fees. All franchise fees and/or administrative billing fees will be determined by the City and added to the base proposal provided by the Contractor. One rate will be then established for the Customer which includes the base proposal, and/or administrative billing fee. The undersigned having carefully read and considered the terms and conditions of the contract documents for refuse collection and disposal for the City of Freeport, Texas, does hereby offer to perform such services on behalf of the City, of the type and quantity and in the manner described, and subject to and in accordance with the terms and conditions set forth in the contract documents at the rates hereinafter set forth:

Description of Service	Per Unit Cost Per Month
A. <u>Residential Solid Waste *</u>	
a. Base Proposal – Contractor Provided Carts- 96 Gallon	\$ _____
i. Additional Carts	\$ _____
b. Alternate 1 – Contractor Provided Carts – Once a Week	\$ _____
i. Additional Carts	\$ _____

* Base proposal and Alternate 1 proposed monthly per unit cost **shall include** Monthly Residential Bulky Waste pick-up and Residential Quarterly Community Clean-up cost.

B. <u>Residential Solid Waste **</u>	
c. Base Proposal – Contractor Provided Carts- 96 Gallon	\$ _____
i. Additional Carts	\$ _____
d. Alternate 1 – Contractor Provided Carts – Once a Week	\$ _____
i. Additional Carts	\$ _____

* Base proposal and Alternate 1 proposed monthly per unit cost **shall include** Monthly Residential Bulky Waste pick-up and Residential Semi-Annual Clean-up cost.

C. <u>Light Commercial</u>	
a. Base Proposal – Contractor Provided Carts- 96 Gallon	\$ _____
i. Additional Carts	\$ _____
b. Alternate 1 – Contractor Provided Carts – Once a Week	\$ _____
i. Additional Carts	\$ _____

D. Commercial worksheet

a. Commercial Dumpster Fees

Container Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
2 yd							
4 yd							
6 yd							
8 yd							

E. Commercial – Worksheet

a. Roll-off Container Fees

Roll-off Size ¹	Collection Rate (per collection) ²	
20 CY	\$	
30 CY	\$	
40 CY	\$	
Compactor	Collection Rate (per collection)	
20 CY	\$	
30 CY	\$	
35 CY	\$	
40 CY	\$	
42 CY	\$	
Miscellaneous Fees		
Roll-off delivery one-time charge	\$	per delivery
Roll-off Rental Fee ³	\$	per month
Roll-off Rental Fee	\$	per day
Compactor Rental Fee ⁴	\$	per month
Disposal Rate Type I Landfill per Ton	\$	per ton
Disposal Rate Type II Landfill per Cubic Yard	\$	per cubic yard
Notes:		
<ol style="list-style-type: none"> 1. Proposer is required to provide pricing for 20 CY, 30 CY, 40 CY Roll-off sizes and 20 CY, 30 CY, 35 CY, 40 CY AND 42 CY compactors. Blank rows maybe used to propose rates for additional Roll-off sizes. Proposal of additional Roll-off sizes is optional. 2. Collection rate shall be per-collection rate for collection of Roll-off and return of Roll-off. 3. The is rate is for the rental of the Roll-off, provided by the proposer to the Non-Residential Service Unit Customer. 		

4. This rate is for the rental of the Compactor, provided by the proposer to the Non-Residential Service Unit Customer.

F. Storm Debris Management

- a. Hourly Rate \$ _____
b. Disposal Rate \$ _____

Signature of Proposer

Printed Name of Proposer

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

