



**GENERAL INFORMATION**  
**CITY OF FRISCO, TEXAS**

**REQUEST FOR PROPOSAL NO. 1507-088**  
**STREET SWEEPING SERVICES**

DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

**August 18, 2015 @ 2:00PM CST**

**NO LATE PROPOSALS WILL BE ACCEPTED**

**CD OR FLASH DRIVE AND THREE HARD COPIES REQUIRED**

**DOCUMENTS  
MAY BE DELIVERED OR  
MAILED TO:**

CITY OF FRISCO  
DANIEL FORD  
PURCHASING MANAGER  
6101 FRISCO SQUARE BLVD  
FRISCO, TX 75034

**Deadline for Submittal of  
Questions**

August 4, 2015 4:00pm CST  
Send to  
Purchasing@friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Daniel Ford, CPPO, CPPB  
Purchasing Manager  
[dford@friscotexas.gov](mailto:dford@friscotexas.gov)  
972 292 5545

Jay Carter, C.P.M.  
Senior Buyer  
[jcarter1@friscotexas.gov](mailto:jcarter1@friscotexas.gov)  
972 292 5541

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**CITY OF FRISCO**  
**REQUEST FOR PROPOSAL NO. 1507-088**

**RFP for Street Sweeping Services**

PROPOSER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASH DRIVE PLUS THREE HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

**PROPOSALS MUST BE RECEIVED BY AUGUST 18, 2015 BEFORE 2:00 PM CST BY THE PURCHASING MANAGERS' OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.**

**Proposals will be publicly opened and names of those that submitted will be read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on August 18, 2015 at 2:05 PM CST.**

Write the request for proposal number, 1507-088, and name of proposal, RFP for Street Sweeping Services, and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting Proposals" attached hereto. Each proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The City will have the right and option to terminate the contract upon thirty (30) days written notice.

**SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM**

The successful proposer may be required to execute a written contract.

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## GENERAL CONDITIONS OF SUBMITTING PROPOSALS

1. INSTRUCTIONS: These instructions apply to all proposals and become a part of the terms and conditions of any proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by proposer when submitting.

## SUBMITTING PROPOSALS

2. FORM: Proposers must submit an original on a CD or Flash drive, and three (3) hard copies of the sealed proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional hard copies may result in the proposal being declared nonresponsive to the specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of proposal closing.
4. QUANTITIES: In the case of estimated requirements contract, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this proposal regardless of quantity. The successful proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
8. PROPOSER SHALL PROVIDE: With this proposal response, the proposer shall provide all documentation required. Failure to provide this information may result in rejection of the proposal.
9. ALTERING/WITHDRAWAL OF PROPOSALS: Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No proposal

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may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Managers' approval.

10. PRESENTATION OF PROPOSALS: No oral, telegraphic, telephonic, e-mailed, or facsimile proposals will be considered at this time. All proposals must be submitted in a sealed envelope.
11. CORRESPONDENCE: The proposal number must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Proposal.
12. 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 Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the proposer to ensure receipt of all addenda and to include the changes in this proposal document.
13. LATE PROPOSALS: Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. PROPOSAL OPENINGS: Names of all proposers submitting proposals will be read aloud at the City's regularly scheduled proposal opening for the designated project. However the reading of a proposal at opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and according to state law; all proposals received will be available for inspection at that time, unless otherwise provided by law.

15. PROPOSAL TABULATION: Proposers desiring a copy of the tabulation may request it by enclosing a self-addressed stamped envelope with their proposal. **TABULATION RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, [www.friscotexas.gov/bids](http://www.friscotexas.gov/bids). If you have any questions, please contact the City of Frisco, Purchasing Division, at [purchasing@friscotexas.gov](mailto:purchasing@friscotexas.gov).
16. PROTESTS: All protests regarding the proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City

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Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. PROPOSAL AWARD: The City reserves the right to award a separate contract to separate proposers or to award one contract for the entire proposal.
18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

#### **PERFORMANCE**

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
  - A. Have adequate financial resources or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than referenced, proposal must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.
22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

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25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

#### **PURCHASE ORDERS AND PAYMENT**

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
29. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
30. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the highest scoring proposer.
31. INVOICES: Invoices must be submitted by the successful proposer to the City of Frisco, Finance Division, [accountspayable@friscotexas.gov](mailto:accountspayable@friscotexas.gov).

#### **CONTRACT**

32. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract or multiple year proposal, the contract shall be for a predetermined period as specified in the Request for Proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
33. INTERLOCAL AGREEMENT: Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful proposer may be asked to provide products/services, based upon proposal submittal, to any other participant in the Forum.

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34. AUDIT: The City reserves the right to audit the records and performance of successful proposer during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL PROPOSER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
36. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful proposer.
37. ACCEPTABILITY: All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Purchasing Manager or designated representative.
38. REMEDIES: The successful proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
40. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
41. NO PROHIBITED INTEREST: The proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract,

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other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."

42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [www.friscotexas.gov](http://www.friscotexas.gov). By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
44. PREVAILING WAGE RATES: Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

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45. APPLICABLE LAW: Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
- 2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- 3. Provide for a waiver of subrogation (on workers compensation insurance) against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Street Sweeping

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Automobile Liability

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT: John Smith PHONE: 972-555-5555 FAX: 972-555-5555 E-MAIL: jsmith@abcinsurance.com	INSURER'S AFFIRMING COVERAGE NAIC # 12345
INSURED Your Company Name Here Address of Insured Address of Insured	INSURER A: Insurance Company Name INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECT DATE	POLICY EXPIRATION DATE	LIMITS				
GENERAL LIABILITY									
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE				
<input type="checkbox"/> CLAIMS-MADE					DAMAGE TO RENTED				
<input type="checkbox"/> OCCUR					PROPERTY - AGGREGATE				
		987654	03/05/2013	03/05/2014	MED EXP (day and person)				
					PERSONAL & AUTO INJURY				
					GENERAL AGGREGATE				
					PRODUCTS - COMMOD AGG				
GEN'L AGGREGATE LIMIT APPLIES PER									
<input checked="" type="checkbox"/> POLICY					EACH OCCURRENCE				
					AGGREGATE				
AUTOMOBILE LIABILITY									
<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT				
<input type="checkbox"/> ALL OWNED					BODILY INJURY (per person)				
<input type="checkbox"/> AUTOES					BODILY INJURY (per accident)				
<input type="checkbox"/> HIREN AUTOES					PROPERTY DAMAGE				
<input type="checkbox"/> AUTOES		123456	03/05/2013	03/05/2014	UNINSURED				
UMBRELLA LIAB					EACH OCCURRENCE				
<input type="checkbox"/> EXCESS LIAB					AGGREGATE				
<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE				
<input type="checkbox"/> RETENTION					AGGREGATE				
WORKERS COMPENSATION AND EMPLOYERS LIABILITY									
<input type="checkbox"/> ANY EMPLOYEE OR PART-TIME NEGATIVE EMPLOYMENT EXCLUSION					MC 914111				
<input type="checkbox"/> If yes, describe in the DESCRIPTION OF OPERATIONS below		123456	03/05/2013	03/05/2014	E.L. EACH ACCIDENT				
					E.L. DISEASE - EA EMPLOYEE				
					E.L. DISEASE - POLICY LIMIT				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)  
The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
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## Supplemental Information

### Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

- Address and phone number of your principal place of business:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Name and address of principal place of business, and phone number of your company's majority owner:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Name and address of principal place of business, and phone number of your company's ultimate parent company:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

## AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF TEXAS       \*  
                                  \*  
COUNTY OF COLLIN   \*

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of \_\_\_\_\_, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Signature of Notary Public in and for the State of Texas

STAMP

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## SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship   \_\_\_ YES \_\_\_ NO
2. Partnership           \_\_\_ YES \_\_\_ NO
3. Corporation           \_\_\_ YES \_\_\_ NO

If company is a sole proprietorship, list the owner's full legal name:

\_\_\_\_\_

If company is a partnership, list the partner's full legal name(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If company is a corporation, list the full legal name as listed on the corporate charter:

\_\_\_\_\_

Is this firm a minority, or woman-owned business enterprise?

\_\_\_ NO   \_\_\_ YES   If yes, specify (\_\_\_) MBE   (\_\_\_) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?   \_\_\_ NO   \_\_\_ YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

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**CIQ Form-To be completed by the Proposer and Submitted with Proposal**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	<b>OFFICE USE ONLY</b> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 5px;"> <p style="text-align: center; font-size: small;">Name of Officer</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p style="font-size: x-small;">This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> </div>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%; border-top: 1px solid black; text-align: center; font-size: x-small;">Signature of person doing business with the governmental entity</div> <div style="width: 45%; border-top: 1px solid black; text-align: center; font-size: x-small;">Date</div> </div>		

Adopted 06/29/2007

**PROPOSER REMINDER LIST:**  
**REQUESTED DOCUMENTATION INCLUDED?**  
**ORIGINAL ON A CD OR FLASH DRIVE AND THREE (3) HARD COPIES INCLUDED?**  
**ALL BLANKS COMPLETED ON THIS FORM?**  
**COMPLETED COMPANY PROFILE/REFERENCES?**  
**COMPLETED SIGNATURE?**

**Schedule of Events**

Public Notification/Advertisement	July 24, 2015	
	July 31, 2015	
Pre-Proposal Meeting	N/A	
Deadline for Submitting Questions	August 4, 2015	4:00PM CST
RFP Responses Due	August 18, 2015	2:00PM CST

Questions Concerning this RFP are due in writing via e-mail to [purchasing@friscotexas.gov](mailto:purchasing@friscotexas.gov) before the deadline for submitting questions stated above.



## **1507-088 STREET SWEEPING SERVICES**

### **1.0 INTENT:**

The intent of this solicitation is to establish an annual agreement to provide street sweeping services for the City of Frisco on public streets to reduce stormwater pollutants to the maximum extent practicable. This is a one year agreement, with four optional one year renewals.

### **1.1 WORK OBJECTIVE:**

The contractor is to provide personnel, management, supervision, quality control, materials, and equipment to perform street sweeping services for City of Frisco according these specifications.

### **2.0 SCOPE OF SERVICES:**

#### **2.1 DEFINITION OF TERMS:**

2.1.1 "Center line Mile" shall mean the number of miles, to the nearest 1/100 of a mile, as measured along the center line of the street, whether or not there is a median.

2.1.2 "Inspector" shall mean the City of Frisco inspector.

2.1.3 "Agreement" shall mean the agreement for the sweeping and disposal of debris from the streets of the City of Frisco.

2.1.4 "City" shall mean the City of Frisco, its officers, employees, agents or representatives.

2.1.5 "Contractor" shall mean the person, corporation or partnership performing street sweeping services under contract with the City.

2.1.6 "Debris" shall mean all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved street with a street sweeper.

2.1.7 "May" shall be permissive.

2.1.8 "Regenerative Air Sweeper" refers to sweeper that uses forced air to create a swirling effect inside a contained sweeping head and then uses the negative pressure on the suction side to place the road debris inside a hopper. Debris is removed from the air by centrifugal separation and reused keeping particulate matter inside the hopper.

2.1.9 "Regular Sweeping Services" shall refer to sweeping streets with the frequency listed on Appendix B using a Regenerative Air Sweeper.

2.1.10 "Shall" means mandatory.

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2.1.11 "Special Sweeping Services" refers to sweeping on an as needed basis as requested by the City.

2.1.12 "Street" shall mean all dedicated public right-of-way within the existing or future limits of the City of Frisco, which are paved. The term "street" shall include other paved areas as directed.

2.1.13 "Street Sweeping" shall mean the removal by dustless type machine sweepers of all debris from all portions of a street.

2.1.14 "Sweeping" shall mean all debris removed from streets.

### **2.2 SERVICE REQUIRED:**

2.2.1 Service shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision and all other items incidental thereto and to perform all work necessary as specified. This includes:

#### **2.2.1.1 Regular Sweeping Services**

The contractor will sweep streets on the frequency identified on the attached map (attached to this RFP) according to Sweeping Schedule.

#### **2.2.1.2 Special Services**

2.2.1.2.1 Emergency Services are upon request by the City. The sweeping operations shall begin within four (4) hours of the notification.

2.2.1.2.2 Nonemergency Services are upon request by the City. The sweeping operations shall begin by the end of the next business day following the notification.

#### **2.2.1.3 Optional Services**

The City will notify the Contractor if any or all of these options are to be utilized on Regular Sweeping Services.

##### **2.2.1.3.1 Waste Disposal**

The Contractor shall transport and dispose of all sweepings in accordance with all City, State and Federal requirements. The Contractor is responsible for all disposal cost.

##### **2.2.1.3.2 Compressed Natural Gas (CNG)**

The Contractor will utilize sweepers powered 100% by CNG.

#### **2.2.2 Changes in Services**

During the term of this agreement or any extension thereof, the City may elect to increase or decrease the frequency or number of center line miles of street sweeping services. The stated increase or decrease shall be by written or electronic notification to the contractor. The unit price for changes and/or additions shall be at the current agreement unit pricing.

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### 2.3 DISPOSAL:

The City will provide a location within the City of Frisco to off load all sweepings. Unless the City exercises the Waste Disposal Option, the Contractor will not be responsible for disposal.

### 2.4 HOURS OF OPERATION:

Standard business operating hours are Monday through Friday, between the hours of 7:00 a.m. and 4:00 p.m., CST. Sweeping operations are to be conducted during the times shown on the bid, with the following exceptions:

### 2.5 HOLIDAYS:

The following is a list of holidays on which contract service will not be performed:

New Year's Day  
Memorial Day  
Independence Day - July 4th  
Labor Day - First Monday in September  
Thanksgiving Holiday-Fourth Thursday and Friday in November  
Christmas Eve  
Christmas Day

### 2.6 WEATHER CONDITIONS:

The Contractor shall not sweep when weather conditions make sweeping ineffective or hazardous. This includes conditions when water used in sweeping may later freeze.

### 2.7 CONTRACTOR/CITY COMMUNICATIONS:

#### 2.7.1 Local Office

Throughout the period of this agreement, the Contractor shall establish and maintain an office/dispatch and an authorized managing agent in the North Texas area. Contractor's managing agent shall serve as the point of contact for the Contractor during business hours. The Contractor shall provide 24 hour contact information for Special Service request and deficiency notices.

#### 2.7.2 City Contact

The overall contract administrator for the City is the Stormwater Administrator. For daily operations, the City's point of contact will be the Stormwater Administrator, or authorized representative.

#### 2.7.3 Contractor Contact

The Contractor shall provide a contact for the following:

1. Supervisor available via telephone, email and mobile response during all hours during sweeping. The vehicle used by the Supervisor shall not be a sweeper.
2. Customer service via telephone during all business hours.

### 2.8 DOCUMENTATION AND REPORTING:

The contractor shall collect daily information on sweeping activities which shall include:

1. Locations
2. Mileage
3. Date and time
4. Vehicle
5. Estimated volume or weight of debris collected by each vehicle by date and time

The contractor shall make this information available in a database format on an ongoing basis.

### 2.9 CONTRACTOR'S EMPLOYEES:

#### 2.9.1 Identification

Contractor's employees shall be required to wear a clean uniform bearing Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a nametag or identification card.

#### 2.9.2 Drivers License

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Driver's License issued by the State of Texas which is appropriate for the type and size of the vehicle.

#### 2.9.3 Conduct

Contractor's employees and subcontractors shall not identify themselves as being employees of the City of Frisco. Employees shall conduct themselves in such a manner as to avoid embarrassment to the City of Frisco, and shall be courteous to the public. If required, the City retains the right to require a particular operator be removed from working on this contract.

#### 2.9.4 SAFETY

All work under this contract shall be performed in such a manner as to provide maximum safety to the public and to employees performing work. The contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect the public during operations.

No separate compensation shall be paid to the contractor for the installation or maintenance of any warning devices, barricades, lights, signs, attenuator trucks, arrow boards, or any other precautionary measures required by law or otherwise for protection of persons or property. The City will not provide any type of work zone traffic control devices.

The City reserves the right to issue a restraint or cease order to the contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this agreement or when contractor is not complying with safety requirements.

Applicable provisions of the following shall be incorporated into the specifications for this project.

- a. Texas Manual on Uniform Traffic Control Devices.
- b. Texas State Highway Standard Specifications.
- c. All Federal, State or Municipal acts, statutes, rulings, ordinances, decisions and regulations.
- e. All subsequent revisions and supplements to the above documents.

The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.

All Contractors' employees shall be trained and equipped to protect the public and employees from hazards related to sweeping, and collecting and disposing debris. This includes wearing proper safety devices including eye/ear protection and safety vests at all times.

#### 2.9.5 WATER

The City will provide water for sweeping at the Environmental Service Center or Public Works Facility. If water is needed from a fire hydrant the contractor shall obtain a meter from the Public Works Facility. A deposit and monthly readings will be required.

### 2.10 CONTRACTOR'S EQUIPMENT:

#### 2.10.1 Sweeping Equipment - Type, Quantity and Condition

The Contractor shall provide and maintain during the entire period of the agreement, a fleet of not less than two (2) Regenerative Air Sweepers.

All vehicles must be maintained in good repair, appearance and sanitary condition at all times. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The City representative shall have the right to "shut down" immediately, upon inspection, any vehicle/sweeper deemed unsafe or unsatisfactory during performance of this agreement.

The Contractor shall furnish the City with a list identifying all equipment to be used in fulfilling this agreement and notify the City of any additions or deletions. The list shall be submitted electronically/in writing to the City Representative/Inspector.

The Contractor shall utilize a sweeper fleet of latest design. The age of equipment shall not exceed ten (10) years in age unless approved by the City. Any changes in the Contractor's sweeping equipment from the initial equipment must have prior approval of the City.

#### 2.10.2 Equipment Identification

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment.

#### 2.10.3 Equipment Safety Requirements

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All equipment must be equipped in accordance with State laws and shall be equipped with amber lens flasher visible for one (1) mile in a 360 degree pattern and six inch diameter hazard lights visible from the rear that operate independently of the brake lights. In addition, an arrow board (30" x 60") must be on all sweepers and be fully operational.

#### 2.10.4 Minimum Sweeping Width Required

Equipment must be capable of sweeping a minimum eight-foot width as measured with all brooms in the sweeping position.

#### 2.10.5 Automatic Vehicle Location (AVL) –

Contractor shall provide a complete AVL for the purpose of monitoring street sweeping activities. The AVL system shall be accessible via the internet on a secure website available to authorized City staff, with a login and password.

The AVL system shall include and initiate broadcasting data when brooms are activated or lowered to begin sweeping. Data shall be submitted at a minimum, to include but not be limited to, 30 second intervals to the secured website for monitoring.

In order for the City to monitor the efficiency of the street sweeping operation, the following information shall be provided by the AVL:

**2.10.5.1 SPEED:** The speed of the street sweeper during the street cleaning operation shall be monitored. The AVL shall be able to determine when the street sweeper is performing the cleaning operation and report the vehicle speed. This speed shall be measured in one mile per hour increments. The AVL shall be able to measure speeds accurately from a minimum of 3 miles per hour to a maximum of 25 miles per hour.

**2.10.5.2 TRACKING:** The accuracy of the street sweeper's location shall be to within 50 feet or less of the actual location. The AVL shall show the following but not limited - vacuum on, gutter or center brush down & working, and the location of a single vehicle or all the vehicles. It is preferred that the street sweeper's location be displayed on street map window with user controlled sizing and placement.

**2.10.5.3 MANAGEMENT REPORTS:** As a minimum, daily management reports on all the street sweepers shall be provided by the AVL to include routes cleaned, the time of day the routes were cleaned. In addition, a log type report of each occurrence, location, and the duration of the occurrence that the street sweeper was in excess of 8 miles per hour, while performing the cleaning operation.

**2.10.5.4 RELIABILITY:** The AVL – FMS shall maintain a 95% performance level.

**2.10.5.5 COVERAGE:** The AVL – FMS coverage area shall include all of City of Frisco.

**2.10.5.6 FREQUENCY:** All monitored functions shall be available upon the request by the City.

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## 2.11 STANDARD OF PERFORMANCE:

### 2.11.1 Level of Cleanliness for Regular Sweeping

Contractor shall use a Regenerative Air Sweeper, which is performing in accordance with the manufacturer's performance specification, to remove all debris from all streets and radius every sweeping cycle. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, palm fronds, large gravel etc. shall be physically picked up and placed in the hopper by the operator or other personnel.

### 2.11.2 Level of Cleanliness for Special Sweeping

Contractor shall clean all debris from all streets and radius in the area identified by the City to be cleaned. A mechanical broom sweeper may be used. The Contractor shall make as many passes as necessary to accomplish the task. This action will include removal of spills of concrete, rock, gravel, accident debris, etc. Items of excessive size, such as cardboard, palm fronds, large gravel etc. shall be physically picked up and place in the hopper by the operator or other personnel.

## 2.12 AREAS TO BE CLEANED:

Arterial, Collector, Industrial, Residential and Commercial Streets

The entire length of all curbs (including median curbs and curb returns) uncurbed pavement edges and flush concrete or paved medians shall be swept each time the associated street is swept. The balance of each street shall be swept as needed. In any case, no debris shall be left anywhere on the street pavement after sweeping is completed.

## 2.13 SWEEPING PRACTICES:

At all times the Contractor shall use good sweeping practices and shall exercise due care so as to prevent spilling, scattering or dropping of refuse throughout sweeping activity and shall immediately clean up such spillage, dropping or scattering. Sweeping practices include, but are not limited to:

2.13.1 Adjust spray nozzles to keep dust, caused by sweeping, to a minimum.

2.13.2 Center dirt reflector and main drag shoes shall be properly maintained and adjusted, or any other device designed to direct debris or dirt into the path of the rear broom.

2.13.3 Sweeping speed shall be adjusted to street conditions with a maximum speed of eight (8) miles per hour. Patterned concrete medians, crosswalks and radius shall be swept at a maximum speed of three (3) miles per hour.

2.13.4 Operate sweepers as close to parked cars or other obstacles as safety allows.

2.13.5 Use common sense and good judgment at all times.

## 2.14 SWEEPING SCHEDULE:

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The Contractor shall provide the City with route maps, and annual schedule for approval. The Contractor shall keep such information current at all times. The City reserves the right to alter the schedule with seven (7) day notification. The schedule shall include:

1. A sequence and date range to sweep all streets listed in Appendix B at the frequency shown.
2. Contingencies for the prevailing weather conditions experienced in Frisco.

## 2.15 HEAVY DEBRIS FROM CONSTRUCTION OR SANDING OPERATIONS:

### 2.15.1 Construction Debris

On Regular Sweeping Service the dirt and debris carried onto streets from identifiable construction sites is not considered the responsibility of the Contractor if located within 500 feet of the construction site. The Contractor shall report construction areas daily to the Inspector.

### 2.15.2 Sanding Operation Debris

During snow and ice events the City may apply large quantities of sand for safety. It is not intended that the bulk of this material be removed by Regular Sweeping Service. When sanding operations begin Regular Sweeping Service shall be suspended. After the sanding operations have completed the City will provide a list of streets to receive Special Nonemergency Services. Once these streets have been cleaned Regular Sweeping Service can resume.

## 2.16 HANDLING OF DEFICIENCIES:

Deficiencies must be corrected within 24 hours of receipt of a deficiency notice. Failure of the Contractor to do so will result in a deduction of not less than one (1) centerline mile from the next payment. Failure to correct the deficiency within 24 hours of the notice shall be considered failure to perform. Each area unsatisfactorily cleaned will be considered a separate deficiency unless located with the same continuous mile section on the same street.

## 2.17 MEASUREMENT FOR PAYMENT:

### 2.17.1 Regular Sweeping Service

This service will be measured for payment by the total number of centerline miles swept satisfactorily. The miles shall be calculated to the nearest hundredth of a mile. Intersections shall not be measured in both directions when routes cross.

### 2.17.2 Special Sweeping Service

Special Service will be measured by the actual hours spent sweeping and actual hours traveling time between job sites when sweeping more than one location. A mobilization cost unit will be paid per sweeper for each call out regardless of the number of days to complete the service. The mobilization cost will include the travel time to the job site and return.

### 2.17.3 Optional Bid Items

2.17.3.1 Waste Disposal - This is an added cost to the Regular Service which will be measured for payment by the total number of centerline miles swept

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satisfactorily. The miles shall be calculated to the nearest hundredth of a mile. Intersections shall not be measured in both directions when routes cross.

2.17.3.2 CNG- This is an added cost to the Regular Service which will be measured for payment by the total number of centerline miles swept satisfactorily. The miles shall be calculated to the nearest hundredth of a mile. Intersections shall not be measured in both directions when routes cross.

## 2.18 PAYMENT FOR SERVICE:

### 2.18.1 Regular Service

The Contractor must electronically invoice the City on a monthly basis for the amount of service actually performed. The Contractor invoices shall state the area and units swept and the number of center line miles swept thereon. If there are any deficiencies, which were not corrected, in the specified time, or units not completed due to adverse weather those areas and/or units shall be invoiced on the next billing cycle. Contractor shall not be paid for sweeps that do not meet schedule. Field Supervisor and vehicle cost will be considered incidental to the work. If Optional Bid Items are used, this will be added to the Regular Service invoice.

### 2.18.2 Special Service

The Contractor must invoice the City on a monthly basis for all Special service. The invoice must state the type service (emergency or nonemergency sweep).

## 2.19 DELIVERY:

It shall be the Contractor's responsibility to meet the City's delivery requirements, as called for in the Technical Specifications. City of Frisco reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

## 2.20 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

## 2.21 INVOICES AND PAYMENTS:

2.21.1 The Contractor shall electronically submit their detailed invoice before payment(s) can be made ([accounts payable@friscotexas.gov](mailto:accounts payable@friscotexas.gov), and [plharts@friscotexas.gov](mailto:plharts@friscotexas.gov)). At a minimum, the invoice must provide the following information:

- Company name, address and contact
- City bill-to name and contact information
- City purchase order number
- Invoice number and date
- Date and hours for Special Sweeping
- Pricing per unit of purchase (miles, hours, each)
- Extended price
- Total Amount Due

## 3.0 STORMWATER PROTECTION REQUIREMENTS.

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Contractor shall implement best management practices ("BMPs") to prevent stormwater pollution to the maximum extent practicable in accordance with the current City of Frisco Code of Ordinance Chapter 34 Article IX Stormwater Discharge. These BMPs include:

1. Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
2. Implementing standard operating procedures (SOPs) for spill prevention and cleanup.
3. Training and equipping all employees who are present on City property to perform the appropriate actions specified in the SOP.
4. Implementing proper material handling BMPs for transportation and storage.
5. Implementing proper waste disposal BMPs.

## 4.0 PRICE ADJUSTMENTS:

The rates set forth in the agreement shall remain effective for the period of one year from the date of commencement of operations under the agreement. Beginning one year after the commencement date, each September rates may be increased or decreased by up to the same percentage increase or decrease, if any, between the DFW CPI-U, all items less energy as published from July to July. For example, an agreement starting in August 2015 will not be subject to a rate adjustment until September 2016. In September of 2016, rate adjustments will be based on CPI numbers for July 2015 to July 2016. The CPI adjustment will be weighted at 90% of the adjustment. The remaining 10% of the adjustment will be a fuel adjustment. Based on the composition of the fleet (diesel, natural gas, or a combination), the City will use Department of Energy weekly retail, on highway diesel prices per gallon for the Gulf Coast region, and Department of Energy natural gas prices, Texas, Commercial Customers. Numbers from these charts will be pulled from July to July, and adjustments will be made each September beginning September 2016 (Same as CPI adjustment). An example is provided below that would result in a 2.99% increase. Please note that the example below is based on a fleet that is 70% diesel and 30% natural gas.

Adjustment Index	Index %	Previous Based Index Value	Current Index Value	Change in Index Value	Index Change %	% Applied to Annual Cost Adjustment
CPI*	90%	211.076	215.479	4.403	2.043354573	1.839019116
DOE Fuel* (Diesel)	7%	3.752	3.841	0.089	2.317104921	.1622
DOE Natural Gas*	3%	6.45	8.68	2.23	34.5	1.035
Totals						2.996

\*CPI- DFW Area All Urban Consumer Less Energy

\*DOE Fuel-Weekly Retail on-highway diesel prices per gallon, Regional Gulf Coast Diesel

\*DOE Natural Gas-Texas price, Commercial Customers

In addition, the above-defined reasonable rates may, at the sole discretion of the City, be adjusted annually by written agreement between the City and the Contractor in the event of regulatory changes in the Contractor's cost of doing business, such as revised laws, ordinances, taxes, fees, or regulations. The Contractor shall provide the City documents and records in sufficient detail to reasonably establish the necessity of any requested rate adjustment(s) at the time of the request.

All above-mentioned rate adjustment procedures are agreed to and understood to apply to any and all services provided to commercial and industrial customers as well as residential customers. Rate adjustments may not exceed 7% for any given year.

#### 5.0 DETAILED WORK PLAN

As a part of the proposal the Proposer shall submit a well-conceived service plan to accomplish the Work Objectives. It shall include:

1. Sweeping schedule or an approach to develop the schedule
2. Quality Control plan
3. Template or an approach to required documentation
4. Customer service plan
5. Safety plan

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#### 6.00 PROPOSAL WEIGHTED SCORING CRITERIA

Proposals will be evaluated according to the following weighted scoring criteria.

Scoring Category	Points
1 Compliance with the RFP Format	5
2 Cost of Services	55
3 Resources of Contractor to achieve Work Objective (labor, equipment, etc)	10
4 Quality of Detailed Work Plan in achieving the City's Service Objectives	15
5 Past Performance and Experience in providing Similar Services in DFW Metroplex Area	15
Total Points	100

#### Submittal Requirements

Each proposal must follow the submittal requirements described in this section. Any proposal which does not provide the information requested may be eliminated from further consideration at the discretion of the City of Frisco.

##### Section 1: Title Page and Table of Contents

The title page shall include the proposal number, the title and the name of your organization. It shall be signed by an officer of your company authorized to bind the organization in contracts. Include a table of contents listing the start page for each section.

##### Section 2: Detailed Work Plan

Please provide a write up addressing the following;

- a. Sweeping Schedule for the City, or an approach to develop the schedule
- b. Quality Control Plan
- c. Templates for documentation or an approach to meet required documentation
- d. Customer Service Plan
- e. Safety Plan

##### Section 3: Appendix A "Contractors Information Report"

Please complete Appendix A (Contractor's Information Report) attached to this RFP and submit with your proposal.

##### Section 4: Appendix B "Pricing"

Please complete Appendix B, "Pricing". For an excel copy of this spreadsheet, please email [purchasing@friscotexas.gov](mailto:purchasing@friscotexas.gov), or download from the City's website at [www.friscotexas.gov/bids](http://www.friscotexas.gov/bids).

##### Section 5: Required Forms

- a. Supplemental Information – pages 12 and 14 of this RFP
- b. Affidavit of No Prohibited Interest – page 13 of this RFP

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- c. Conflict of Interest Questionnaire – page 15 of this RFP
- d. Signature Form – page 37 of this RFP

Appendix A Contractors Information Report

CONTRACTOR'S INFORMATION REPORT

The information provided herein is in conjunction with the bid for Street cleaning and sweeping services for the City of Frisco, Texas.

Name of Bidder: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

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

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

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

A. EQUIPMENT AND FACILITIES

- 1. Is your repair and yard facility at the above address? Y \_\_\_\_\_
- 2. If NO, state the address of your yard facility. N \_\_\_\_\_
- 3. \_\_\_\_\_

List of Contractors Sweepers

AVL ID	Manufacturer	Model	Year	Cubic Yard Capacity	Type*	Fuel Type	Owned or Leased	Purchase Date

\* Vacuum, Mechanical, Regenerative Air or other

List of Other Equipment

AVL ID	Type of Equipment	Manufacturer	Model	Year	Cubic Yard Capacity	Fuel Type	Owned or Leased	Purchase Date

4. If you were the successful bidder for cleaning and sweeping work in the City of Frisco, Texas, list the additional equipment that you would purchase to execute this contract.

Equipment to be purchased:

AVL ID	Type of Equipment	Manufacturer	Model	Year	Cubic Yard Capacity	Fuel Type	New or Used	Approx. Cost

6. Information on Automatic Vehicle Locator (AVL).  
a. Is the AVL hosted by a 3<sup>rd</sup> party? \_\_\_\_\_. If yes the name of the service provider and type of service. \_\_\_\_\_  
b. Provide a link to a demo or a screen shot of the service. \_\_\_\_\_

**B. FINANCIAL INFORMATION**

- Are current quarterly financial statements available?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- Is a certified public audit available for your company's preceding fiscal year?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- Have you or any stockholder of your company ever filed bankruptcy?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- State the name, address and contact officer of your bank.  
\_\_\_\_\_

**C. MUNICIPAL AND STATE SWEEPING EXPERIENCE**

- List all completed municipal and/or state sweeping contracts your company completed between January 1, 2009 and July 1, 2015.

DATES OF SERVICE

Contracting Entity	From	To	\$ Value of Contract	Date Completed
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



2. List all current municipal and/or state sweeping contracts your company is performing at present. If none, enter none.

**DATES OF SERVICE**

Contracting Entity	From	To	\$ Value of Contract	Date Completed
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**D. MANAGEMENT PERSONNEL**

List the names and a brief description of the street sweeping experience of each of the management personnel of your company. Indicate which members of management will be directly involved with the management and supervision of the Contract.

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

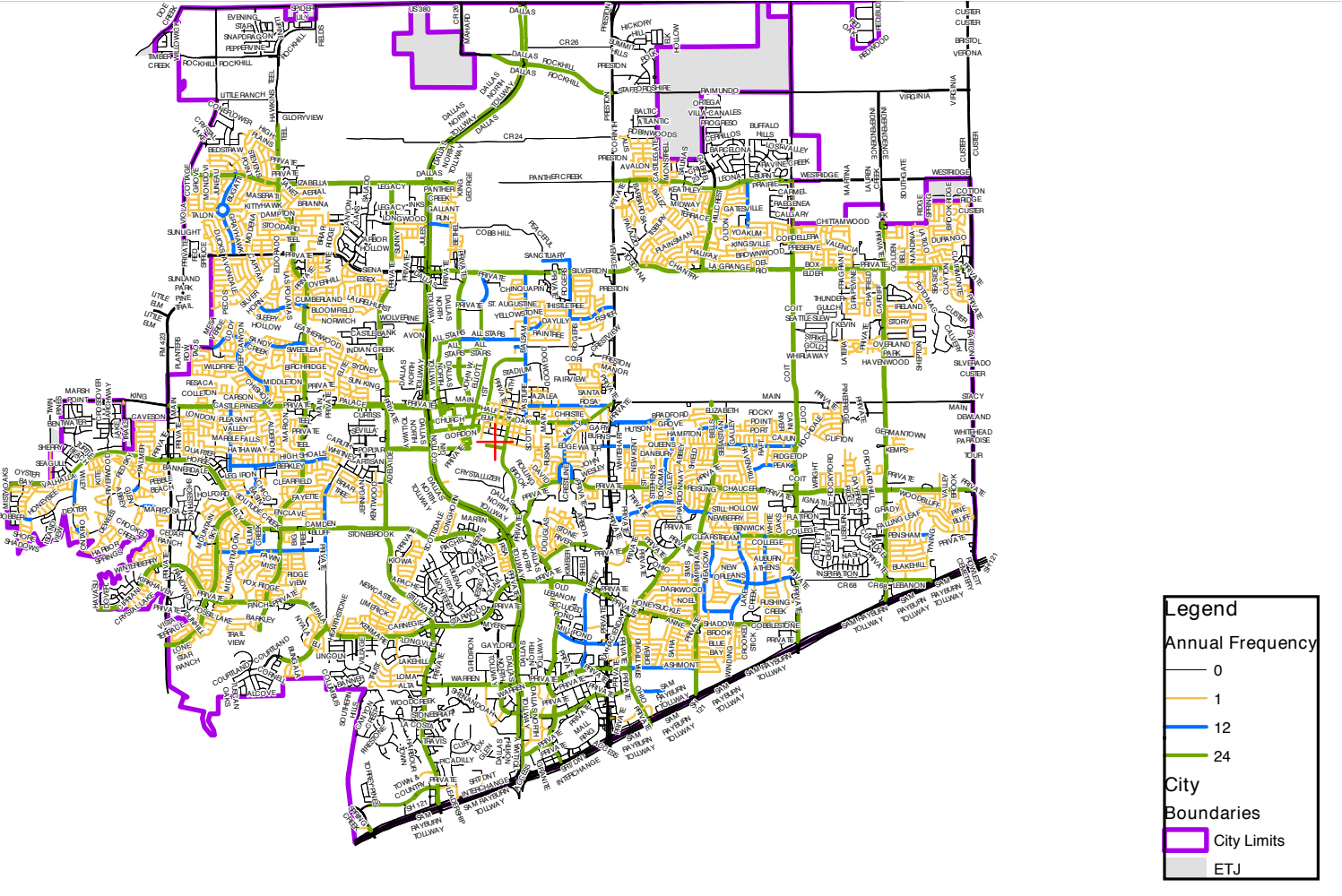
Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bid Schedule/Quantities are Estimated

	Bid Item	Days of the Week	Hours of Sweeping	Annual Frequency	Estimated Units	Unit Type	Units Per Year	Unit Price	Annual Cost
	Regular Sweeping Service (Regenerative Air)								
1	Thoroughfare	Sunday to Thursday	21:00 to 06:00	24	191	Centerline Miles	4,586		\$0.00
2	Collectors	Sunday to Thursday	21:00 to 06:00	12	33	Centerline Miles	396		\$0.00
3	Local streets	Monday to Friday	07:00 to 16:00	2	388	Centerline Miles	776		\$0.00
	Bid Item			Estimated Frequency		Unit Type	Units Per Year	Unit Price	Annual Cost
	Special Sweeping Services								
4	Non Emergency			3		Hours	200		\$0.00
5	Emergency			10		Hours	200		\$0.00
6	Mobilization cost for Non Emergency					Ea	3		\$0.00
7	Mobilization cost for Emergency					Ea	10		\$0.00
							Estimated Annual Total		\$0.00
Optional Items									
	Bid Item					Unit Type	Units Per Year	Unit Price	Annual Cost
8	Disposal of waste					Miles	5,758		\$0.00
9	Compressed Natural Gas Sweeper (Additional Cost)					Miles	5,758		\$0.00





CITY OF FRISCO PURCHASING DIVISION

**SIGNATURE FORM**  
**RFP #1507-088**  
**STREET SWEEPING SERVICES**

The undersigned certifies that the prices and information contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

*"I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."*

Name of Proposer: \_\_\_\_\_

Address of Proposer: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

By (print name) \_\_\_\_\_ Cash Discount Terms: \_\_\_\_\_

Title: \_\_\_\_\_ Federal ID #/SSN #: \_\_\_\_\_

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

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_