CITY OF CARROLLTON

GENERAL CONDITIONS

AND

SPECIFICATIONS

FOR

REQUEST FOR PROPOSAL
FOR
STREET SWEEPING SERVICES

RFP# 20-015

OPENING DATE:

TUESDAY, JUNE 2, 2020

11:00 AM CST
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NOTICE TO BIDDERS

Sealed Request for Proposal’s will be received by electronically only, provided a digital signature is provided, until the hour of 11:00 AM (CST) on the 2th day of JUNE 2020; at which time proposals duly delivered and submitted will be considered for supplying the following:

REQUEST FOR PROPOSAL FOR STREET SWEEPING SERVICES

RFP # 20-015

Any request for proposals received after stated closing time will be returned unopened. If request for proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the request for proposal to the Purchasing Manager before the advertised date and hour for opening of request for proposals. If mail is delayed by the postal service, courier service, an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the request for proposal opening, request for proposals thus delayed will not be considered and will be returned unopened. City Hall Building business hours are Monday- Thursday, 7:30 AM to 5:30PM, and Friday, 7:30 AM to 11:30 PM

*Due to the Covid 19 pandemic and the concern for your continued safety, proposals must be submitted electronically only.

Information on the bid process/procedures may be obtained from the Purchasing Department, Ebonie Williams, City of Carrollton Buyer, (972) 466-3105 purchasing@cityofcarrollton.com.

Information concerning the bid specifications may be obtained by calling Kirk Iverson, Public Works-Streets Division at 972-466-3482 or kirk.iverson@cityofcarrollton.com.

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening. The city of Carrollton Municipal Building is wheelchair accessible.

To request a reasonable accommodation needed for bid openings for a disability, please contact the Purchasing Office 72 hours in advance at (972) 466-3115.

CITY OF CARROLLTON, TEXAS

Patricia Helms, Purchasing Manager


Closing Date: Tuesday, June 2, 2020 11:30 AM
PART I
GENERAL CONDITIONS
GENERAL CONDITIONS

1.1 ADDENDA
It is the responsibility of the Vendor to check for addenda. Addenda will be posted to the City’s website: www.cityofcarrollton.com/purchasing/current/current_bids

1.2 ASSIGNMENT OF REQUEST FOR PROPOSAL/CONTRACT
The successful proposer may not assign their rights and duties under an award without the written consent of the City Manager or Assistant City Manager authorized to bind City on. Such consent shall not relieve the assignor of liability in event of default by their assignee.

1.3 REQUEST FOR PROPOSAL CONSIDERATION / TABULATION
After request for proposals are opened, the request for proposals will be tabulated for comparison on the basis of the request for proposal prices and quantities (lowest responsible Vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all request for proposals, to waive technicalities, to re-advertise for new request for proposals, or to take other action deemed in the best interests of the City.

Proposals will be rated based on the following criteria:

- Price .......................................................... 75%
- Experience/References/Past Vendor Performance ........................................ 25%

1.4 REQUEST FOR PROPOSAL SUBMISSION

- Request for Proposals may be submitted electronically only. Electronic proposals must include a digital signature. Electronic proposals will be rejected if a handwritten or digital signature is not provided.
- To submit a Request for Proposal electronically, all documents must be returned, and a digital signature provided on the proposal to submitters form. SUBMIT REQUEST FOR PROPOSALS VIA EMAIL TO PURCHASING.BIDS@CITYOFCARROLLTON.COM
- To Maintain social distancing, we will not offer a public bid opening for potential bidders at this time. The responding Vendors will be listed on the RFP website with 24 hours.
- RFP’s will not be accepted in either format without a signature.

1.5 BRAND NAMES
If items for which request for proposals have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Request for proposals offering “equal” products will
be considered for award if such products are clearly identified in the request for proposals and are determined
by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name
products referenced.  Unless the proposer clearly indicates in their request for proposal that they are
offering an “equal product”, their request for proposal shall be considered as offering a brand name
product referenced in the Proposal Schedule.

1.6 CANCELLATION OF REQUEST FOR PROPOSALS
Request for proposals may be cancelled with 60 days written notice with good cause as determined by the
City.

1.7 CHANGES OR ALTERATIONS
No part of this request for proposal may be changed/ altered in any way.  Vendors must submit written requests
to change any specifications/ conditions no later than the deadline for questions.  
*Changes made without submission of a written request to this request for proposal will result in disqualification.*

1.8 COMPLETING INFORMATION
Proposer must fill in all information asked for in the blanks provided under each item.  Failure to comply may
result in rejection of the Request for Proposal at the City’s option.

1.9 CONTRACT CLAUSE
All proposers understand and agree that the vendor’s request for proposal response will become a legally
binding contract upon acceptance in writing by the City.  This contract may be superseded only if replaced
with a more extensive contract that is agreed to by both parties.

1.10 DEFAULT
In case of default of the successful proposer, the City of Carrollton may procure the articles from other sources
and hold the proposer responsible for any excess cost occasioned thereby.

1.11 DELIVERY
The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated.  If order is
given and the Proposer fails to furnish the materials by the guaranteed date, the City reserves the right to
cancel the order without liability on its part.  All prices are to be F.O.B. Carrollton, Texas all freight prepaid.
1.12 DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each request for proposal. The City of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the proposer to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

1.13 INDEMNIFICATION

IN CASE ANY ACTION IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS, OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS, THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION, INCLUDING ATTORNEY FEES.

1.14 INSURANCE * if Construction Related Project see Construction Contract Requirements

Deductibles, of any type, are the responsibility of the vendor/contractor.

A. Before commencing work, Bidder shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Bidder shall furnish to the City of Carrollton Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the
right to a copy of the full policy. The City of Carrollton shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of $1,000,000 per-occurrence, $1,000,000 Products/Completed Operations Aggregate and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Workers’ Compensation insurance with statutory limits; and Employers’ Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $1,000,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000 per occurrence. *if applicable

4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of Bidder’s operations or services with minimum limits of $1,000,000 per occurrence, $2,000,000 annual aggregate. *if applicable

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

B. With reference to the foregoing required insurance, Bidder shall endorse applicable insurance policies as follows:

1. A waiver of subrogation endorsement shall be added to Bidder’s workers’ compensation policies to eliminate the potential that the workers’ compensation insurer will subrogate against the City, its officials, employees, and officers shall be contained in the Workers’ Compensation insurance policy.
2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days’ notice prior to cancellation, non-renewal, termination, or material change of the policies.

C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

Other Insurance Provisions

1. The City is to be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.

2. Insurance is to be placed with insurers with a Best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.

3. Workers' Compensation and Employers' Liability Coverage: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

4. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to the Purchasing Manager upon award of the contract(s).

5. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

1.15 MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade.
for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate request for proposal for the items requested. All recycled products should meet the minimum standards established in the request for proposal specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product request for proposal as an alternate.

The City will consider special vendor pricing on discounts in exchange for City’s willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the request for proposal document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the request for proposal.

Successful proposer(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Carrollton. As such, the City of Carrollton has executed or may enter into an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the request for proposal price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this request for proposal is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.16 PAYMENT TERMS & CONDITIONS

All proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of request for proposal. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Request for proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.
It is the intention of the City of Carrollton to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made. Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

1.17 PROVISIONAL CLAUSES
The City of Carrollton will not enter into any contract where the cost is provisional upon such clauses generally known as “escalator” or “cost-plus” clauses.

1.18 REJECTION OF REQUEST FOR PROPOSALS
The City reserves the right to reject any or all request for proposals or to waive technicalities at its option when in the best interests of said City.

Request for proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate request for proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all request for proposals, and all request for proposals submitted are subject to this reservation. Request for proposals may be rejected, among other reasons, for any of the following specific reasons:

- Request for proposals received after the time limit for receiving request for proposals as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.
- Reason for believing collusion exists among the Proposers.
- Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.
- The Proposer being interested in any litigation against the City.
- The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
• Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
• Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

1.19 REQUEST FOR NON-CONSIDERATION
Request for proposals deposited with the City cannot be withdrawn prior to the time set for opening request for proposals. Request for non-consideration of request for proposals must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening request for proposals. After other request for proposals are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the request for proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that this request for proposal has been carefully reviewed and checked, that it is in all things true and accurate and free of mistakes, and that such request for proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

1.20 SALES TAX
The total for each request for proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each request for proposal. The City cannot determine for the proposer whether or not the request for proposal is taxable to the City. The proposer through the proposer’s attorney or tax consultant must make such determination. Bills submitted for taxes after the request for proposals are awarded will not be honored.
PART II
INSTRUCTIONS TO BIDDERS
GENERAL INFORMATION

The Public Works Department (hereinafter called “Department”) desires to obtain the services of a private company (hereinafter called “Contractor”) for the cleaning and sweeping of certain streets and medians within the City of Carrollton, Texas (hereinafter called “City”).

The specifications contained herein are designed to establish an effective, efficient, and safe system of street cleaning.

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## I. GENERAL PROVISIONS – STREET SWEEPING SAFETY

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

   b) Texas State Highway Standard Specifications.
   c) Regulations of the Public Works Department, City of Carrollton, Texas.
   d) Other federal, state and municipal acts, statutes, rulings, ordinances, decisions and regulations affecting safety and/or street sweeping work.
   e) All subsequent revisions and supplements to the above documents.

1.1 The importance the Department attaches to safety and the conduct of safe operations cannot be overemphasized. The Department reserves the right, at its discretion, to disallow payment to the Contractor for any work performed where the proper safety precautions are not being observed.

1.2 All equipment used in sweeping operations shall be equipped in accordance with existing state law, and shall be equipped with a flashing light with the following characteristics:

   a) Visible for a minimum of one (1) mile.
   b) Flash sixty (60) to ninety (90) times per minute.
   c) Mounted for three-hundred sixty (360) degree visibility.
   d) Equipment with an amber lens.

1.3 The safety of the public and the convenience of traffic shall be of prime importance. Unless otherwise provided in this specification, all portions of all streets shall be kept open to traffic at all time throughout sweeping operations.

1.2 Provisions for directing traffic will not be paid for by the City but shall be considered as subsidiary work to the various bid items for street cleaning and sweeping services.

1.5 The Contractor’s equipment and personnel shall move in the same direction as traffic at all times during all cleaning and sweeping operations.
INSURANCE

2.0 The Contractor shall at all times during the Contract maintain, in full force and effect, Employer’s Liability, Worker’s Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 2.0. All insurance shall be by such insurers and for policy limits acceptable to the City.

2.1 Certificates of insurance or an Insurance Affidavit (attached) must be submitted with bid package prior to bid opening.

2.2 Insurance certificates shall contain the following express obligation:

2.2.1. Commercial General Liability: $1,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal & Advertising Injury, General Aggregate and Products–Completed Operations Aggregate. This policy shall have no coverage removed by exclusions.

2.2.2. Automobile Liability: $500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

2.2.3 Worker's Compensation and Employers' Liability: Statutory. Employers Liability policy limits of $500,000.00 for each occurrence, $500,000.00 Aggregate - Disease.

Other Insurance Provisions

2.2.4 The City be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies.

2.2.5 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is canceled for non-payment of premium, only ten (10 days notice is required.

2.2.6 Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.

2.2.7. Workers’ Compensation and Employers’ Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

2.2.8 Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Purchasing Division
City of Carrollton
P. O. Box 110535
Carrollton, Texas 75011-0535

2.2.9 The Contractor expressly understands and agrees that he (it) is an independent contractor and the he (it) is not an employee of the City, and that the City is not to provide Worker’s Compensation, health or accident insurance, general liability insurance, or any other form of insurance coverage of any kind which would cover the Contractor or his (its) employees, if any, in and under the terms of the Contract.
CONTRACT TERM

3.0 The term of the Contract shall be for a period of one (1) year with the option of renewal for two (2) one-year periods.

3.1 After completion of the initial year’s Contract term, the Contract may be renewed for an additional period not to exceed one (1) year per renewal at the sole discretion of the City.

QUALIFICATIONS OF CONTRACTORS BIDDING

4.0 Contractors submitting bids certify that they possess all of the necessary work experience, equipment, facilities and personnel to fulfill the terms of the Contract at the time of bid submission, or that they will have the necessary equipment and personnel and be ready to proceed on the starting date for Period 1 as outlined in 4.0 herein.

4.1 The Department attaches great importance to the ability of the Contractor to complete the work as specified. This concern does not demonstrate a lack of trust or confidence in the Contractor, but rather an acknowledgment of the Department’s obligation to the citizens of the City. In order that this obligation be fulfilled, the requirements listed in 5.2 and 5.3 herein must be met.

4.2 Contractors who submit a bid must also submit a complete Contractors Information Report, included herein as exhibit A. This report must demonstrate the following:

a) Satisfactory evidence that the Contractor has operated or is operating a municipal street cleaning system of the types and to the extent as outlined in the specifications and that the Contractor has successfully conducted such an operation for a period of not less than three (3) years within the last five (5) years.

b) Satisfactory evidence that the Contractor owns, or has made arrangements to acquire, all the necessary equipment as specified herein, with certification that such equipment is not obligated for other contractual obligations within the scope of the Contractor’s prior existing operations.

c) Satisfactory evidence that the Contractor has adequate financial resources, experienced personnel, proper facilities and an adequate work plan to complete the work as specified.

4.3 Contractors who bid must submit Sequence of Work Schedules (hereinafter called “Route Lists”) for all scheduled street cleaning. These required Route Lists must provide the following information:

A) A list of the Contractor’s proposed cleaning routes for one complete cycle of cleaning, with identification of all streets on each route in sequence.

b) The total mileage for all proposed routes must equal the mileage contained in the Designated Streets Section of these specifications for each Section of streets to be cleaned.

4.4 Failure to provide either a completed Contractors Information report (Exhibit A) or Sequence of Work Schedules (Route Lists Exhibit B) with a bid will disqualify any such bid as non-responsive, and therefore such bid will not be considered.

4.5 The evaluation of bids and the determination of conformity and acceptability shall be the sole responsibility of the Department. Such determination shall be based upon the information furnished by
the Contractor with his (its) bid, as well as other information as may be reasonably available to the Department.

VERIFICATION OF WORK

5.0 It shall be the responsibility of the Public Works Division Manager (hereinafter called “Division Manager”) to guarantee the execution of the Contract in accordance with the terms and conditions of these specifications. To this end, he (she) may designate who shall be responsible for the inspection and monitoring of the work performed under the Contract.

With submission of a bid for the Contract, each Contractor will submit Route Lists for all scheduled cleaning routes. The Route Lists will be reviewed for accuracy and efficiency by the Division Manager and/or his (her) designated representatives prior to award of the Contract.

Within fifteen (15) days following the approval of the Route Lists and an award of the Contract, the successful Contractor shall meet with the Division Manager and his (her) representatives to review the Contract and make any necessary changes to the Contractor’s Route Lists and/or Contractor’s Work Plan.

Prior to commencing the sweeping and cleaning work all Route Lists shall be updated by the Contractor, and thereafter shall become the basis for:

a) Contractor’s cleaning routes,

b) the Department’s inspection of cleaning,

c) the invoicing of cleaning cycles completed, and

d) payment by the City for services rendered.

Any subsequent changes or revisions to Route Lists throughout the duration of the Contract must have the prior written consent of the Division Manager, or any designated representative.

5.1 The Department will monitor the Contractor’s performance daily. All streets cleaned by the Contractor must present an appearance which is completely satisfactory to the department, and within the cleanliness guidelines of the Department.

Any deficiency in the Contractor’s performance shall be reported in writing to the Contractor within forty eight (48) hours after completion of work, and all such deficiencies shall be corrected by the Contractor no later than twenty four (24) hours following receipt of such notice.

5.2 In the event a street rehabilitation or improvement project is under construction, or will be under construction where street cleaning is scheduled, that portion of the cleaning cycle will be deleted from the appropriate Route List at the direction of the Division Manager or his (her) representative. Each of the sections of streets deleted shall be re-entered at the first scheduled cleaning cycle following completion of the rehabilitation.

Prior to re-entering any such street section into the cycle, a field inspection shall be made by the Department and the Contractor’s representative to determine what if any street cleaning will be required by others, including the rehabilitation contractor. In no event will the Contractor be allowed additional compensation by the Department for the initial cleaning of a re-entered street section following rehabilitation or construction.
5.3 In addition to the stated procedure for verification of work performed as described herein, the Contractor shall lend whatever necessary assistance the Department may request with respect to verification of work performed.

FAILURE TO COMPLETE WORK

6.0 It is essential to complete all cleaning cycles within the time limits specified. Failure to complete cleaning of less than eighty-five percent (85%) of the total scheduled curb miles during any calendar month or during any cleaning cycle shall result in a penalty of $25.00 per curb mile for each curb mile not cleaned in excess of fifteen percent (15%) of the total curb miles contained in the schedule for that month or that cycle. Such penalty shall be deducted by the City from the amount due the Contractor for the period of cleaning during which the deficiency occurs.

The penalty as described above may be waived, at the sole discretion of the Division Manager or his (her) representative. Such a waiver shall include the conditions of excessive inclement weather, acts of God, street construction, etc.

6.1 If the work done under this contract is abandoned by the Contractor, or if the Contractor is assigned without the written consent of the City; or if the contractor is adjudged bankrupt; or if a general assignment of the Contractor’s assets is made for the benefit of his (its) creditors; or if a receiver is appointed for the Contractor or any of his (its) property; or if the work required under this Contract is being unnecessarily delayed; or if the Contractor is violating any of the material conditions of the Contract, or is executing same in bad faith or otherwise not in accordance with the terms of said Contract; then, in the event any of the foregoing occurs, the City may serve written notice upon the Contractor and his (its) surety of the City’s intention to terminate the Contract.

Unless within thirty (30) days after the serving of such notice a satisfactory arrangement is made for continuance, the Contractor shall be deemed in default and the Contract shall be automatically terminated. In this event, the City may take over and prosecute the work to completion, by Contract or otherwise. If at fault, the Contractor and his (its) surety shall be liable to the City for all damages, as well as excess costs sustained by the City, by reason of prosecution and completion of the required work by the City. Time is of the essence as to any action performed by the Contractor to correct the conditions as set forth herein.

6.2 It is agreed that in the event the Contractor is adjudged bankrupt, or a receiver is appointed, or a general assignment for the benefit of the Contractor’s creditors is made, or the Contractor is proven insolvent or fails in business, this Contract shall not be an asset of the Contractor.

GENERAL PROVISIONS

7 By his (its) acceptance of the Contract, the successful Contractor shall warrant that he (it) is familiar with and understands all provisions of the job specifications that are contained herein, and that the Contractor shall comply with them.

7.1 A Failure by the Contractor to adhere to any specification or general provision of this Contract shall be deemed a material breach.
II. SPECIAL PROVISIONS – STREET SWEEPING

SCOPE OF WORK

1.0 The Contractor shall clean all streets and medians located in the City as designated by these specifications. Streets to be cleaned are listed in the Designated Streets Section (III) of these specifications as follows:

1.1 The cleaning operation shall include, but is not limited to, all sweeping and dumping. The cleaning operation does not include the removal of waste materials in catch basins of storm sewers.

1.1.1 There shall be no additional compensation for removal of sand spread during icy conditions on streets designated in the Sweeping Route.

1.2 The Contract begins on agreed upon schedule as set by the Division Manager. All streets and locations listed will be swept twelve (12) times per year.

1.3 The Department may require unscheduled sweeping service as a result of accidents, sand spread during icy conditions on streets not designated in the Sweeping Route, citizen requests, special events, leaf collection, etc. The Contractor shall comply with all such requests. Payment for such unscheduled sweeping service shall be for the time worked at an hourly rate stipulated in the bid for services. In no event shall the total payment for each such request be less than four (4) hours.

1.4 The contractor shall begin sweeping routes at the agreed upon monthly schedule and shall proceed until the work is completed. All sweeping routes shall be completed within 7 calendar days, weather permitting.

METHOD OF OPERATIONS

2.0 All operations described in these specifications shall be conducted by the Contractor’s personnel and the expense of all such operations shall be the Contractor’s.

   a) The Contractor shall provide his (its) own equipment, labor, fuel, safety equipment and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (its) own equipment and the availability, presence, safety competence and supervision of his (its) employees.

   b) The Contractor is required to have an experienced and competent supervisor/foreman with each work group at all times. The supervisor/foreman referred to herein may be a working foremen operating a street sweeper.

   c) The Contractor shall perform all hand work required to effectuate an efficient cleaning operation. The City shall have the right to identify for the Contractor those areas where hand work should be performed.

   d) There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the Contract without the prior written consent of the Department.

2.1 Cleaning operations for all municipal parking lots and the central business district streets shall be performed between the nighttime hours of 10:00 PM to 7:00 AM, from Sunday night through Monday
morning. Cleaning operations for all arterial streets shall be performed during daylight hours (one hour after sunrise to one hour before sunset) Monday through Friday.

2.2 For this Contract, the National Weather Service (NWS) shall be the weather forecasting and reporting agency. Forecasts by the NWS shall be deemed to extend only twelve (12) hours into the future.

a) No cleaning operations shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffective or dangerous, including, but not limited to, heavy rains, ice and sleet.

The Contractor may suspend operations if conditions are such that cleaning operations cannot be carried out in an effective manner. If suspension occurs, the Contractor shall immediately notify the Division Manager, or the representative.

The Division Manager, or their representative, shall at their discretion have the right to order the suspension of any cleaning operation whenever, in their judgment, any presence of impending weather conditions are such that cleaning operations cannot be carried out in an effective manner.

2.2 Removal and disposal of debris collected during the cleaning operation shall be the responsibility of the Contractor.

All applicable state and local laws and ordinances related to the hauling, handling and disposal of such material shall be complied with by the Contractor.

2.3 Water for the Contractor’s sweeping equipment shall be the responsibility of the Contractor. Water may be obtained from the City’s fire hydrants, including proper backflow prevention devices, after the Contractor has made whatever arrangements and deposits necessary with the Utility Customer Service Division.

EQUIPMENT AND FACILITY

3.0 The equipment used for street cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the work as specified.

3.1 Minimum equipment for the Contract shall be the following:

a) Three (3) available street sweepers

b) Dump Trucks – Depending upon the type of sweepers used, the Contractor may require the use of one or more dump trucks. It is the Contractor’s responsibility to provide these vehicles in the event his (its) cleaning equipment requires same.

c) Adequate Support Equipment – Including debris transfer vehicles, pick-up trucks, service trucks, tire trucks and any other item of equipment necessary to provide cleaning services as described in these specifications.

3.2 Sweepers used in the cleaning operation may be brush/vacuum, mechanical or regenerative air, or may be a combination of types. The remaining units required may be used, but no older than three (3) years, unless the equipment has been completely rebuilt within one (1) year prior to the starting date of the contract.
All street sweepers used must have a minimum capacity of four (4) cubic yards and be equipped with an adequate water system for dust control. All street sweepers must have dual steering and dual brooms.

3.3 All equipment, including support equipment, must be equipped with two-way radio communication designed for commercial use.

3.4 All equipment, including support equipment, that will be used by the Contractor must be listed as a part of the “Work Plan” in the Contractor’s Information Report.

3.5 The service facility of the Contractor must be located within a reasonable distance from the site of the proposed work, or at a location satisfactory to the Department. The service facility must be adequate to ensure routine maintenance and the Contractor shall be required to maintain a sufficient supply of brooms and replacement parts to insure continuous cleaning operations.

3.6 All vehicles used by the Contractor must be performance worthy by visual and operational inspection. Sweepers must be washed a minimum of once per week.

PAYMENT

4.0 Payment for street cleaning shall be made by the Contract unit price per curb mile actually cleaned.

4.1 Invoices must be forwarded to the Contract Administrator for approval and include the following:

a) Cover invoice showing the curb miles cleaned with an extension in dollars at the quoted cost.

b) A copy of the Route Lists for the invoiced period showing the date each street was cleaned, the total mileage for the period and the initials and/or signature of both the Contractor’s representative and the department Inspector.

4.2 No payment shall be made for any other service, other than the number of curb miles cleaned at the quoted curb mile price, except:

a) In the event the Department shall employ the Contractor at the hourly rate stipulated with his (its) bid, then the Contractor shall be paid upon completion of the work requested, after approval by the Department.

b) Invoicing for such additional hourly work shall be made monthly in the same manner as directed in 4.1 herein.
III. DESIGNATED STREETS SECTION

1.0 For the purpose of this Contract, curb mileage for streets to be cleaned are listed in this section. The Department makes no representation as to the reliability or accuracy of such figures.

1.1 The Department expressly reserves the right to add or to delete from the listing of streets as set forth herein. The Contractor shall honor all such additions or deletions throughout the term of the Contract.

1.2 Throughout the duration of the Contract, in no event shall the number of curb miles for any section of streets listed herein be increased or decreased more than twenty percent (20%) of the total curb miles for that section.

1.3 An alphabetical listing of streets to be cleaned is included herein. In accordance with the specifications, General Provisions – Street Sweeping, Paragraph 5.0, each bid for street cleaning services must include a Route List for the Contractor’s proposed routing of streets to be cleaned.

1.4 The total curb mileage for each section of streets is as follows:

   Section 1 – 3 curb miles
   Section 2 – 254.49 curb miles
   Section 3 – 5 municipal parking lots
## CITY OF CARROLLTON
### STREET SWEEPING LIST

#### SECTION A

**CENTRAL BUSINESS DISTRICT STREETS:**

- Broadway St.
- Fifth St.
- Fourth St.
- Main St.
- Roberts Dr.
- Vandergriff Dr.
- Elm St.

**TOTAL: 3 CURB MILES**

#### SECTION B

**ARTERIAL STREETS:**

<table>
<thead>
<tr>
<th>Street</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Belt Line Rd.</td>
<td>W. City Limits to Josey</td>
</tr>
<tr>
<td>Belt Line Rd.</td>
<td>Josey to John Connally</td>
</tr>
<tr>
<td>Belt Line Rd.</td>
<td>John Connally to Marsh</td>
</tr>
<tr>
<td>Broadway St.</td>
<td>Belt Line to Whitlock</td>
</tr>
<tr>
<td>Charles St.</td>
<td>Plano Pkwy to Hebron</td>
</tr>
<tr>
<td>Crosby Rd.</td>
<td>I-35 to Broadway</td>
</tr>
<tr>
<td>Denton Dr.</td>
<td>Jackson Rd. to Belt Line Rd.</td>
</tr>
<tr>
<td>Dickerson Pkwy.</td>
<td>Frankford Rd. to PGBT</td>
</tr>
<tr>
<td>Eisenhower St.</td>
<td>Hebron to Frankford</td>
</tr>
<tr>
<td>Frankford Rd.</td>
<td>I-35 to E. City Limits</td>
</tr>
<tr>
<td>Hebron Pkwy.</td>
<td>W. City Limits to International</td>
</tr>
<tr>
<td>I-35 Service Road (N. bound)</td>
<td>Valwood to Whitlock</td>
</tr>
<tr>
<td>I-35 Service Road (S. bound)</td>
<td>Whitlock to Valwood</td>
</tr>
<tr>
<td>International Pkwy.</td>
<td>Hebron to Midway</td>
</tr>
<tr>
<td>Jackson Rd.</td>
<td>Old Denton to Scott Mill</td>
</tr>
<tr>
<td>Josey Ln.</td>
<td>Fyke to Parker Rd.</td>
</tr>
<tr>
<td>Keller Springs Rd.</td>
<td>Denton Dr. to Midway</td>
</tr>
<tr>
<td>Kelly Blvd.</td>
<td>Rosemeade to Marble Falls</td>
</tr>
<tr>
<td>Kelly Blvd.</td>
<td>Old Mill to Country Club</td>
</tr>
<tr>
<td>Kelly Blvd.</td>
<td>Country Club to Belt Line</td>
</tr>
<tr>
<td>Luna Rd.</td>
<td>Broadway to Keenan Bridge</td>
</tr>
<tr>
<td>Marsh Ln.</td>
<td>Rosemeade to Hebron</td>
</tr>
<tr>
<td>Marsh Ln.</td>
<td>Belt Line to Trinity Mills</td>
</tr>
<tr>
<td>Marsh Ridge Rd.</td>
<td>Marsh to Hebron</td>
</tr>
<tr>
<td>McCoy Rd.</td>
<td>Keller Springs to Frankford</td>
</tr>
<tr>
<td>Road</td>
<td>Destination</td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>Midway Rd.</td>
<td>PGBT to Hebron</td>
</tr>
<tr>
<td>Midway Rd.</td>
<td>Keller Springs to Trinity Mills</td>
</tr>
<tr>
<td>Old Denton Rd.</td>
<td>Broadway to Carrollton Pkwy.</td>
</tr>
<tr>
<td>Parker Rd.</td>
<td>Plano Pkwy. to Dragon Banner Dr.</td>
</tr>
<tr>
<td>Plano Pkwy.</td>
<td>N. City Limits to Charles</td>
</tr>
<tr>
<td>Province Dr.</td>
<td>Rosemeade to Hebron</td>
</tr>
<tr>
<td>Rosemeade Pkwy</td>
<td>Galloway to Marsh</td>
</tr>
<tr>
<td>Sandy Lake Rd.</td>
<td>PGBT to River Bridge</td>
</tr>
<tr>
<td>Trinity Mills Rd.</td>
<td>Plumdale to Westgrove</td>
</tr>
<tr>
<td>Valwood Pkwy.</td>
<td>Luna to Senlac</td>
</tr>
<tr>
<td>Webb Chapel Rd.</td>
<td>Fyke to Belt Line</td>
</tr>
<tr>
<td>Whitlock Ln.</td>
<td>I-35 to Denton Dr.</td>
</tr>
</tbody>
</table>

**TOTAL: 254.49 CURB MILES**

**SECTION C**

**FIVE (5) MUNICIPAL PARKING lots:**

- City Hall
- City Police Station/Municipal Court
- Hebron Library
- Josey Ranch Library/Senior Center
- Central Service Center Fleet Lot
SPECIAL CONDITIONS

1. Length of this price agreement shall be for one (1) full year with the option to renew the contract for a period of two, one-year periods provided both parties are in agreement.

2. Quantities as shown on the proposal sheet are estimates. The city of Carrollton reserves the right to increase or decrease these quantities during this agreement upon usage.

3. The City of Carrollton reserves the right to cancel this agreement upon thirty-(30) days written notice with good cause.

4. The RFP will be evaluated based on price being 75% of the consideration, and experience/references/past performance being considered as 25%.

5. Please provide at least three references of governments, individuals or companies that have used your services. This document must be submitted with your proposal.
PART III
ALL NECESSARY FORMS FOR COMPLETION
PROPOSAL OF BIDDERS

The term RFP, PROPOSAL and BID are used as interchangeable terms in this document.

Page 1 of 3

All:

The following proposal is made for furnishing the materials/services for the city of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the RFP and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Carrollton Ordinance No. 3896, no person shall be favored or discriminated against with respect to any contract on account of age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/RFP, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so doing the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder’s company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller Pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.
In addition, the Vendor who wins a bid/proposal award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

**Please sign on the line below as verification** that your company is not excluded from contracting with the city of Carrollton by either Texas law, and will remain in compliance with all of the above for the term of the bid award.

**SIGNATURE:** ________________________________________________
PROPOSAL OF BIDDERS
Page 3 of 3

RFP #20-015
REQUEST FOR PROPOSAL FOR
STREET SWEEPING SERVICES

Respectfully Submitted,

PLEASE PROVIDE A COPY OF
YOUR W-9

________________________________________
SIGNATURE

________________________________________
DATE

PRINTED NAME

TITLE

COMPANY NAME

CONTACT PERSON

MAILING ADDRESS

CITY

STATE

ZIP

PAYMENT ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

WEB PAGE

HUB Vendor Status

YES (attach certification)

NO

HUB VENDORS: HUB vendors (Historically Underutilized Business) are vendors who’s company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute which references HUB vendors, please follow this link

http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm

NO PROPOSAL RESPONSE: If response is not received in the form of a “RFP Proposal” or “No Proposal Response” bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

NO PROPOSAL RESPONSE may be faxed to: 972-389-9557
ATTACHMENT A

THIS FORM MUST BE TURNED IN WITH YOUR BID

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Carrollton, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this bid.

Agent Signature ____________________________ Printed Name ____________________________

Name of Insurance Carrier ____________________________

Address of Agency ____________________________ City ______ State ______ Zip ______

Phone # ____________ Fax # ____________ Email Address ____________________________

Vendor / Contractor Name ____________________________

Acknowledgement

Subscribed ad Sworn before me by the above named ____________________________

On this _____ day of ____________________________, 2020.

(seal)

Notary Public in and for the State of ____________________________

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contract the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact, City of Carrollton Purchasing at 972-466-3115.
ATTACHMENT B

REFERENCES

Please list at least three references of governments, individuals or companies that have used your Street Sweeping Services. Use additional pages as needed. Additional consideration will be given to governmental references.

<table>
<thead>
<tr>
<th>1. COMPANY NAME OR CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
</tr>
<tr>
<td>PRODUCTS/SERVICES USED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. COMPANY NAME OR CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
</tr>
<tr>
<td>PRODUCTS/SERVICES USED</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. COMPANY NAME OR CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
</tr>
<tr>
<td>CONTACT PERSON</td>
</tr>
<tr>
<td>PRODUCTS/SERVICES USED</td>
</tr>
</tbody>
</table>
ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires any Vendor or person considering doing business with a local government entity to 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 City Secretary of the City of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

The conflict of Interest Questionnaire must be completed and returned with your bid if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this bid to determine if there is a conflict meeting the parameters of the state law. If so, the City of Carrollton requires that this Questionnaire be completed and turned in with your bid. If there is no conflict pursuant to the provisions of Chapter 176 then you are not required to submit the Questionnaire with your bid. In addition to the foregoing, after the submission of a bid a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, “A person commits an offense if the person violated Section 176.006, Local Government Code. An offense under this section is:

(1) A Class C misdemeanor if the contract amount is less than $1 million or if there is no contract amount for the contract;
(2) A Class B misdemeanor if the contract amount is at least $1 million but less than $5 million; or
(3) A Class A misdemeanor if the contract amount is at least $5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.
## CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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 176.008, Local Government Code. An offense under this section is a misdemeanor.

<table>
<thead>
<tr>
<th>1</th>
<th>Name of vendor who has a business relationship with local governmental entity.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>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.)</td>
</tr>
</tbody>
</table>
| 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 |

Form provided by Texas Ethics Commission  
www.ethics.state.tx.us  
Revised 11/30/2015
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-4); "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:
(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(2)(A) and (B):
(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)
(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(2)(A);

(2) has given a local government officer or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.
ATTACHMENT D

CERTIFICATE OF INTERESTED PARTIES

Section 2252.908 of the Texas Government Code requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information can be found at the following links:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form, filled out and filed with the state of Texas Ethics Committee, to the City and DART before City Council and DART Board of Directors, as applicable, before approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.
## Certificate of Interested Parties

**FORM 1295**

1. **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2. **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3. **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4. **Name of Interested Party**

<table>
<thead>
<tr>
<th>City, State, Country (place of business)</th>
<th>Nature of Interest (check applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Controlling</td>
</tr>
<tr>
<td></td>
<td>Intermediary</td>
</tr>
</tbody>
</table>

5. **Check only if there is an Interested Party.**

6. **UNSWORN DECLARATION**

   My name is ____________________________, and my date of birth is ____________

   My address is ____________________________ (street) ____________ (city) ____________ (state) ____________ (zip code) ____________ (country).

   I declare under penalty of perjury that the foregoing is true and correct.

   Executed in ____________________________ County, State of ____________________________, on the ______ day of ____________________________ 20____ (month) (year).

   ____________________________

   Signature of authorized agent of contracting business entity (Declarant)

---

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/23/2017

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Must file online at www.ethics.state.tx.us/
ATTACHMENT E
PRICING PROPOSAL PLACEHOLDER SHEET

PLEASE NOTE THIS FORM MUST BE SUBMITTED ELECTRONICALLY AND IN EXCEL FORMAT ONLY TO PURCHASING.BIDS@CITYOFCARROLLTON.COM

PROPOSAL SCHEDULE

THIS PROPOSAL INCLUDES ALL BID REQUIREMENTS INCLUDING DUMPSTER, WATER USAGE AND HAULOFF CHARGES.

<table>
<thead>
<tr>
<th>SCHEDULED SERVICE:</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
</table>

SECTION 1 – Central Business District
1. 3 Curb miles x 12 Cycles =
   36 Total Curb Miles  
   $__________________  
   $_____________  

SECTION 2 – Arterial Streets
2. 254.49 Curb Miles x 12 Cycles =
   3,053.88 Total Curb Miles  
   $__________________  
   $_____________  

SECTION 3 – Five Municipal Parking Lots
3. 5 Parking Lots x 12 Cycles =
   60 Total Parking Lots  
   $__________________  
   $_____________  

SECTION 4 – Hourly Rates
4. Street Sweeper with Operator (1 man) PER HOUR  
   $_____________
PART IV
ALL NECESSARY FORMS DUE ONCE AWARDED

Please note the following forms which are prior to recommendation and council approval are for reference purposes only.

Once the contracted is approved by Carrollton City Council, the following forms will be required of the awarded vendor.
CITY OF CARROLLTON, TEXAS

CONTRACT AGREEMENT

RFP# 20-015 FOR STREET SWEEPING

STATE OF TEXAS )

COUNTY OF DALLAS )

THIS AGREEMENT, made and entered into this __________ day of ____________, 2020 by and between the City of Carrollton, a municipal corporation, located in the County of Dallas and State of Texas, acting through Marc Guy, Assistant City Manager, thereunto authorized so to do hereafter termed OWNER, and ____________________, hereinafter termed CONTRACTOR.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

RFP # 20-015 STREET SWEEPING

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at CONTRACTOR’S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, together with the CONTRACTOR’S written proposal, the General Conditions of the Agreement, and the Performance, Maintenance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract. All terms, conditions, pricing, and other details presented by the Contractor in their Request For Proposal response are to be made a part of this agreement.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day above written.
RFP# 20-015 RFP FOR STREET SWEEPING SERVICES

The City of Carrollton
OWNER

By: __________________________
Marc Guy
Assistant City Manager

CONTRACTOR

By: __________________________

Print or Type Name

Title: _______________________
(President/Vice-President)

ATTEST:

___________________________
Laurie Wilson
City Secretary

By authority of Council
Action dated ________

Approved as to Content:

___________________________
Jody Byerly
Parks Director

___________________________
Meredith Ladd
City Attorney