

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
WASTE PARTNERS ENVIRONMENTAL, INC.
BID NO. 2016-0351-C**

THIS CONTRACT is made and entered into by and between **WASTE PARTNERS ENVIRONMENTAL, INC.**, a Texas corporation, whose address is 3324 Roy Orr Blvd., Grand Prairie, Texas 75050, hereinafter referred to as "Contractor", and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City".

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials and equipment necessary for Street Sweeping Services. These services shall be provided in accordance with the Specifications for Street Sweeping Services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) The Specifications for Street Sweeping Services (**Exhibit "A"**);
- (b) The Contractor's Bid (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**).

These documents make up the Contract Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Contract Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Contract Documents."

**II.
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing on January 27, 2017; provided however, that the City shall have the right and option to extend the term hereof by up to four (4) additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term or the immediately preceding term.

III. WARRANTY

Contractor warrants and covenants to City that all goods and services delivered to City by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as **Exhibit "A"**. Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

IV. PAYMENT

Contractor shall invoice City for products and services delivered, on a unit cost basis, in accordance with Contractor's bid attached hereto and incorporated herein as **Exhibit "B"**. Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the services performed. Total compensation under this contract is estimated to be **ONE HUNDRED FIFTY FOUR THOSAND EIGHT HUNDRED FORTY EIGHT AND 41/100 DOLLARS (\$154,848.41)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

VI. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances

in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at Contractor's own cost and expense.

VII. INDEMNIFICATION

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII.
COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX.
VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

X.
ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

XI.
INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XII.
INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate

verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

XIII. HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

XIV. AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D"**.

XV. SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XVI. TERMINATION

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.

XVII. ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

XVIII. MAILING OF NOTICES

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano, Texas
Public Works Department
Attn: Josh Shultz
P.O. Box 860358
Plano, TX 75086-0358

City agrees that all notices or communications to Contractor permitted or required under this Agreement shall be addressed to Contractor at the following address:

Waste Partners Environmental, Inc.
Attn: Ian Hall
3324 Roy Orr Blvd.
Grand Prairie, TX 75050

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XIX.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XX.
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XXI.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXII.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXIII.
EFFECTIVE DATE**

This Contract shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

WASTE PARTNERS ENVIRONMENTAL, INC.

Date: 12/07/2016

By: *Ronnie Kendrick*
Name: Ronnie Kendrick
Title: General Manager

CITY OF PLANO, TEXAS

Date: 01/11/17

By: *Bruce D. Glasscock*
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

for: *Michelle D'Andrea*
Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Dallas §

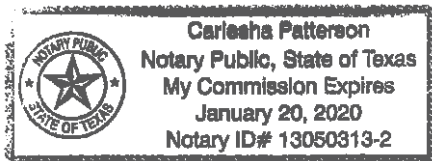
This instrument was acknowledged before me on the 7th day of December, 2016 by Ronnie Kendrick, (Authorized representative) General Manager (Title) of **WASTE PARTNERS ENVIRONMENTAL, INC.**, a Texas corporation, on behalf of said corporation.



Sue Hutton
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 11th day of January, 2017 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.



Carlesha Patterson
Notary Public, State of Texas

Solicitation 2016-0351-C

RFP for Street Sweeping Services

Bid Designation: Public



City of Plano

Bid 2016-0351-C RFP for Street Sweeping Services

Bid Number **2016-0351-C**
 Bid Title **RFP for Street Sweeping Services**

Bid Start Date **Sep 13, 2016 4:40:09 PM CDT**
 Bid End Date **Oct 13, 2016 3:00:00 PM CDT**
 Question &
 Answer End Date **Sep 22, 2016 12:00:00 PM CDT**

Bid Contact **Vernie Rambo**
 Senior Buyer
 Purchasing
 972-941-7549
 vernier@plano.gov

Contract Duration **1 year**
 Contract Renewal **4 annual renewals**
 Prices Good for **Not Applicable**

Bid Comments **Questions Concerning Proposal**
 To ensure that all prospective respondents have accurately and completely understood the requirements, questions must be submitted online through www.bidsync.com under the questions and answer section. There will be no questions accepted or answered via telephone.
 Delivery of Proposal Instructions
 Mark proposal package(s) "RFP 2016-0351-C STREET SWEEPING SERVICES." All proposals must be delivered to the following location prior to 3:00 pm Central Time on the due date.

City of Plano—Purchasing Division
1520 Avenue K, Suite 370
Plano, TX 75074

Public Opening

Proposals will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Municipal Center 3B Conference Room, Plano, TX 75074. Only the names of the firms submitting proposals will be read aloud at the public opening.

Added on Sep 23, 2016:

Addendum No. 1 has been posted.

Addendum # 1

New Documents	RFP 2016-0351-C Addendum No_1.pdf
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Item Response Form

Item **2016-0351-C-01-01 · Section A—Streets**
 Quantity **659.36 mile**
 Unit Price
 Delivery Location **City of Plano**
 No Location Specified
 N/A

EXHIBIT **A**
 PAGE **2** OF **36**

Plano TX 75086-0358

Qty 659.36

Description

Enter price per curb-mile for streets listed in Section A. See Specifications for details.

Item 2016-0351-C--01-02 - Section A-1--Parking Lots**Quantity** 884 each**Unit Price** **Delivery Location**

City of Plano

No Location Specified

N/A

Plano TX 75086-0358

Qty 884

Description

Enter price for each lot for parking lots listed in Section A-1. See Specifications for details.

Item 2016-0351-C-01-03 - Section B--Streets**Quantity** 2558.28 mile**Unit Price** **Delivery Location**

City of Plano

No Location Specified

N/A

Plano TX 75086-0358

Qty 2558.28

Description

Enter price per curb-mile for streets listed in Section B. See Specifications for details.

Item 2016-0351-C--01-04 - Section B-1--Streets**Quantity** 1871.46 mile**Unit Price** **Delivery Location**

City of Plano

No Location Specified

N/A

Plano TX 75086-0358

Qty 1871.46

Description

Enter price per curb-mile for streets listed in Section B-1. See Specifications for details.

Item 2016-0351-C-01-05 - Section C--Under/Overpasses**Quantity** 63 each**Unit Price** **Delivery Location**

City of Plano

No Location Specified

N/A

Plano TX 75086-0358

Qty 63

Description

Enter price per under/overpass. This price is for extra cleanings of under/overpasses in addition to regularly scheduled street sweeping. See specifications for details.

EXHIBIT 4
PAGE 3 OF 36

Item **2016-0351-C-01-06 - Fuel Allocation**
Quantity **1 each**
Percentage
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 1

Description

Enter the percentage of prices that comprises fuel. This information may be used in evaluation of requests for price adjustment.

Item **2016-0351-C-01-07 - Unscheduled Sweeper**
Quantity **1 hour**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 1

Description

Unscheduled Sweeper, as needed, per hour

Item **2016-0351-C-01-08 - Unscheduled Flusher**
Quantity **1 hour**
Unit Price
Delivery Location **City of Plano**
No Location Specified
N/A
Plano TX 75086-0358
Qty 1

Description

Unscheduled Flusher, as needed, per hour.



RFP NO.: 2016-0351-C

STREET SWEEPING SERVICES

DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

Thursday, October 13, 2016 @ 3:00 PM (CST)

NO LATE PROPOSALS WILL BE ACCEPTED

*****VENDOR MUST SUBMIT ONE (1) ORIGINAL, HARDCOPY PROPOSAL, AND TWO (2) SOFTCOPIES ON ELECTRONIC MEDIA. PRINTED HARDCOPY SECTIONS MUST BE TABBED AND LABELED WITH PAGES NUMBERED AT THE BOTTOM OF EACH PAGE.**

THE COST PROPOSAL IS NOT TO BE INCLUDED IN THE SOFTCOPIES, WHICH MUST OTHERWISE BE A DUPLICATE OF THE ORIGINAL HARDCOPY EXACTLY.

IF THE REQUESTED NUMBER OF "SOFTCOPIES" (*EXAMPLE: FLASHDRIVE, TRAVEL DRIVE, JUMP DRIVE, ETC.*) IS NOT SUBMITTED WITH THE ORIGINAL, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

Time Critical Proposal Deliveries: The City of Plano, Texas cannot guarantee, due to internal procedures, any proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical proposal deliveries be made either in person or via an alternate delivery method.

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

**Vernie Rambo,
Sr. Buyer
vernier@plano.gov**

ENCLOSURE **A**
PAGE **5** OF **36**

**RFP NO.: 2016-0351-C
Street Sweeping Services**

Introduction

The City of Plano is soliciting proposals to establish an annual fixed price contract for Street Sweeping Services, as specified. The contract will be awarded to the proposer offering the best value to the City, based on the criteria defined herein. The contract will be awarded for a term of one year with four City-optional one-year renewals.

Question Concerning Proposal

To ensure that all prospective respondents have accurately and completely understood the requirements, questions **must** be submitted online through www.bidsync.com under the questions and answer section. There will be **no questions** accepted and/or answered via email or telephone.

Questions Deadline: 12:00 Noon Central Time on Thursday, September 22, 2016

Pricing

Submit proposed pricing as instructed in the RFP Specification package. The cost proposal is not to be included in the softcopies, which must otherwise be a duplicate of the original hardcopy.

Delivery of Proposal Instructions

Mark proposal package(s): "RFP No. 2016-0351-C, Street Sweeping Services RFP". All proposals must be delivered or mailed to the following location **prior** to 3:00 pm (CT) on **Thursday, October 13, 2016**.

City of Plano – Purchasing Division
1520 Avenue K, Suite 370
Plano, TX 75074

Public Opening

Proposals will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Municipal Center 3B Conference Room, Plano, TX 75074 at **3:00 pm (CT) on Thursday, October 13, 2016**. Only the names of the firms submitting proposals will be read aloud at the public opening.

EXHIBIT A
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September 23, 2016

Prospective Bidders

Re: **Addendum #1**

RFP No. 2016-0351-C
Street Sweeping Services

=====

Addendum #1 is issued. The following items take precedence over the initial bid specifications and documents, where supplemented here. The original requirements not affected by this addendum shall remain in effect.

Questions from BidSync

Question 1

- Is Pollution Legal Liability Insurance required for this contract?

Answer 1

- Yes, see the Insurance Requirements attached to the RFP.

Question 2

- Is Professional Liability (E&O) Insurance required for this contract?

Answer 2

- No, this is not required.

Question 3

- Are there any bonding requirements for this contract?

Answer 3

- No, this is not required.

Question 4

- Is Cyber Liability Insurance required for this contract? Is the EPP Questionnaire an optional or required submittal?

Answer 4

- No, this is not required.

Question 5

- Is the EPP Questionnaire an optional or required submittal?

Answer 5

- It is optional, not required.

Question 6

- Under the City of Plano's Instructions for Bidding, Item # 31 states bid summary results will be made available forty-eight hours after bid opening. What specific results will be included? Will any pricing information be included?

Answer 6

- The names of all who responded will be available. Pricing will not be included as this is a Request for Proposal.

Question 7

- How exactly are we supposed to not leave streaks on the roadbed after sweeping? The leading cause of streaks on pavement is the drag shoes running over the pavement. We can stop running the drag shoes over the pavement, but then the pickup head wouldn't pick up any debris.

Answer 7

- We are aware that some streaking will happen. A chalky film is acceptable. A debris line is not acceptable.

Question 8

- On the four (4), one (1) year renewals of the contract do both parties have to agree to the renewal? What happens if one party wishes to not renew?

Answer 8

- No, the renewals are City optional only. If the City chooses not to renew it will be re-bid.

Question 9

- If the intersections in Section C have been sanded for ice control, will the Contractor be paid at an hourly rate?

Answer 9

- Yes.

Question 10

- What areas for the parking lots need to be swept? Some of the maps show green lines along outside streets and interior parking areas. Are we just to sweep all curb lines or are open parking areas to be included as well?

Answer10

- All areas inside the green outline is to be swept.

Question 11

- Is the City of Plano aware that the maximum speed of a sweeper, whereby the sweeper is effective at picking up debris, is 12 mph? Will the City of Plano enforce a 12 mph maximum for the contract?

Answer 11

- The City of Plano will not enforce a 12mph maximum, different brands of sweepers have different maximum and minimum specs.

Question 12

- Are the sweepers required to have GPS tracking on them for this contract as the City of Frisco does for its contract?

Answer 12

- No, this is not required but routes will be inspected.

Question 13

- Due to the high distance of landfills away from the City of Plano, will the City grant the use of an area for us to drop a roll-off container for our exclusive use while we are sweeping? We are comfortable with whatever controls you would place on us, we just need a place to be able to come and go quickly and get back to sweeping.

Answer 13

- The city does have a location for a roll-off container, but can only be accessed M-F 7:00am – 3:15pm

Vendors who may have already submitted a response and feel this addendum may change their response may pick up their packet and return it **prior to the due date and time.**

If you have any questions regarding this addendum, please contact the City of Plano Purchasing Division, (972) 941-7557.

CITY OF PLANO INSTRUCTIONS FOR BIDDING

1. **CITY OF PLANO GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **BID NOTIFICATION:** City of Plano utilizes the following procedures for notification of bid opportunities: www.bidsync.com and the Dallas Morning News: www.dallasnews.com. These are the only forms of notification authorized by the City. City of Plano shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
3. **REQUIRED INFORMATION:** City of Plano (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
4. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Plano may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
 - 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 satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Otherwise qualified and eligible to receive an award.
5. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
6. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
7. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
8. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Plano purchasing division. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
9. **REVISED BIDS:** the bid that is submitted last will supersede any previous versions.
10. **NONRESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252, subchapter A: A bidder whose principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving federal funds.
11. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements outlined in the bid/proposal documents.
12. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** Bidder acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....".

Bidder agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

CITY OF PLANO INSTRUCTIONS FOR BIDDING

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

13. **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.
14. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
15. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
16. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.

CITY OF PLANO INSTRUCTIONS FOR BIDDING

17. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
18. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
19. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
 - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
 - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
20. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
21. **F.O.B./DAMAGE:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano 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 of damage.
22. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right 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 purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
23. **PAYMENT TERMS:** payment terms are net 30 unless otherwise specified by the City in the bid/proposal packet.
24. **ELECTRONIC BIDS:** the City of Plano uses BidSync to distribute and receive bids and proposals. For cooperative bids and reverse auctions only, responding vendors agree to pay BidSync a transaction fee of one percent (1%) of the total awarded amount of all contracts for goods and/or services awarded to the vendor. Cooperative bids and reverse auctions will be clearly marked on the bid documents. To assure that all vendors are treated equally, the fee will be payable whether the bid/proposal is submitted electronically or by paper means. Refer to www.bidsync.com for further information.
25. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
26. **PRESENTATION OF BIDS – PAPER SUBMISSION:** complete bid packets must be presented to the Purchasing Division in a sealed envelope unless otherwise indicated.
27. **ALTERING BIDS – PAPER SUBMISSION:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
28. **LATE BIDS – PAPER SUBMISSION:** bid packets received in the purchasing division after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Plano is not responsible for the lateness of mail carrier, weather conditions, etc.
29. **WITHDRAWAL OF BIDS:** bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
30. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as

CITY OF PLANO INSTRUCTIONS FOR BIDDING

any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Plano purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

31. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may view the results online forty-eight hours (48) hours after the bid opening at www.bidsync.com [Bid Sync website]. No results will be given over the telephone.
32. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
33. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
34. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
35. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid 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. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City council.

CITY OF PLANO GENERAL TERMS AND CONDITIONS

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, contractor expressly guarantees and warrants as follows:
 - A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the contractor will bear the cost of inspecting and/or testing articles rejected.
 - B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the contractor will, at contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** price escalations may be permitted by the City of Plano during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Plano reserves the right to accept or reject any/all price escalations.
9. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Plano's contracted prices, an equitable adjustment shall be made in the contract price.
10. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.
11. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
12. **F.O.B./DAMAGE:** all orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
13. **DELIVERY TIMES:** deliveries will be acceptable only during normal working hours at the designated location.
14. **DELIVERY PROMISE – PENALTIES:** default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting contractor.

CITY OF PLANO GENERAL TERMS AND CONDITIONS

15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES:** invoices must be submitted by the contractor to the City of Plano, Accounting Department, P.O. Box 860279, Plano, TX, 75086-0279. The City Purchase Order number must appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS:** payment terms are net 30 unless otherwise specified by the City. Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered.
18. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
21. **AUDIT:** the City of Plano reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
22. **INSURANCE:** the City requires contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Plano.
24. **INDEMNIFICATION:** contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while

CITY OF PLANO GENERAL TERMS AND CONDITIONS

providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

25. **TERMINATION** : the City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City.
26. **TERMINATION FOR DEFAULT**: the City of Plano reserves the right to enforce the performance of the 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 the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
27. **REMEDIES**: the contractor and the City of Plano agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
28. **VENUE**: this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin/Denton County, Texas. Exclusive venue shall be in Collin County, Texas.
29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE**: contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service....."

Contractor agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

CITY OF PLANO GENERAL TERMS AND CONDITIONS

- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance because it is: 1) a religious organization; 2) a political organization; 3) an educational institution; 4) a branch or division of the United States government or any of its departments or agencies; 5) a branch or division of the State of Texas or any of its departments, agencies or political subdivisions; 6) a private club that is restricted to members of the club and guests and not open to the general public; 7) not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

30. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

31. **WORKFORCE:**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano contract on the City's property;

- i. use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the contract; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or
- ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

2016-0351-C

**STREET SWEEPING SERVICES
SPECIFICATIONS**

1. INTRODUCTION

The City of Plano is soliciting proposals to establish an annual fixed price contract for Street Sweeping Services, as specified. The contract will be awarded to the proposer offering the best value to the City, based on the criteria defined herein. The contract will be awarded for a term of one year with four City-optional one-year renewals.

It is the intent of these specifications to describe the requirements for street sweeping services along 12.68 curb miles weekly, 17 municipal parking lots weekly, and 743.29 curb miles bi-monthly (every other month) for the City of Plano. The Contractor shall supply all necessary materials, equipment, labor and supervision. The City intends to award this contract to one proposer; the award/contract will not be split.

2. GENERAL SCOPE OF SERVICES

- 2.1. Applicable provisions of the following shall be incorporated by reference into the specifications for this project.
 - 2.1.1. Texas Manual on Uniform Traffic Control Devices.
 - 2.1.2. Other Federal, State or Municipal acts, statutes, rulings, ordinances, decisions, or regulations.
- 2.2. Safety is of the utmost importance. Failure to comply with all precautions outlined in this section may result in staff recommendation of contract termination.
- 2.3. Public safety is the primary concern, as is the convenience of traffic. All portions of streets shall be kept open to traffic unless otherwise provided herein.
- 2.4. Verification of work is the responsibility of the Public Works Department (Department). The Department Inspector (DI) is responsible for the inspection and monitoring of the work performed under the contract.
- 2.5. Within fifteen (15) days following the approval and award of the contract, the successful proposer shall meet with the Department Inspector to review the contract and make any necessary changes to the Route Lists and/or Work Plan.
- 2.6. Prior to commencing work, all Route Lists shall be updated by the Contractor and thereafter shall become the basis for:
 - 2.6.1. The Contractor's cleaning routes,
 - 2.6.2. The Department's inspection of cleaning,
 - 2.6.3. The invoicing for cycles completed, and
 - 2.6.4. Payment by the City for services rendered.
- 2.7. Any subsequent changes or revisions to Route Lists throughout the contract period must have the prior written approval of the Department Inspector.
- 2.8. The Public Works Department will monitor the Contractor's work performance daily. All streets cleaned by the Contractor must present an appearance which is completely satisfactory to the Department's Inspector.
- 2.9. Any deficiencies in the Contractor's performance shall be reported to the Contractor within twelve hours following completion of work, and the Contractor shall correct such deficiencies no later than twenty-four hours following receipt of such notice.

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- 2.10. The Department Inspector will maintain a daily log of completed work and will verify satisfactory completion of the Contractor's work with the Contractor once per week.
- 2.11. In the event an improvement project is under construction where cleaning is scheduled, that portion of a cleaning cycle will be deleted from the appropriate Route List at the direction of the Department Inspector or designee. The section(s) of streets deleted may be re-entered at the first scheduled cycle following completion of the improvement construction.
- Prior to re-entering any such street into the cycle, a field inspection shall be made by the Department Inspector and the Contractor to determine what cleaning will be required by a different vendor. In no event will the Contractor be allowed additional compensation by the Department for initial cleaning of a re-entered street following improvement construction.
- 2.12. Upon receipt of the *Notice to Proceed*, the Contractor shall begin work within ten business days, (Mon–Fri).

3. STREET SWEEPING SPECIFICATIONS

- 3.1. For the purpose of this contract, curb mileage for streets to be cleaned is listed in the Work Sections. The City makes no representation as to the reliability of such figures.
- The City expressly reserves the right to add to or delete from the listing of streets set forth in these specifications.
- 3.2. In no event shall the number of curb miles for any Section of streets be increased or decreased by more than 20% of the total curb miles for that Section for the duration of the contract.
- 3.3. Scope of Work
- 3.3.1. The Contractor shall clean all curbs, gutters, median curbs, road shoulders, gore points, turning lanes, underpasses, and public parking lots located in the City as designated by these specifications.
- 3.3.2. Streets and parking lots to be cleaned are listed in the designated Work Section of these specifications as follows:
- SECTION A Streets—Business District
 - SECTION A-1—Parking Lots
 - SECTION B & B-1—Streets, Arterial and Collector Streets
 - SECTION C—Under/overpasses
- 3.3.3. The cleaning operation shall include, but is not limited to, all sweeping, panning, dumping, and trash-pick up operations.
- 3.3.4. Cleaning operation does not include removal of waste materials in catch basins of storm sewers.
- 3.3.5. Streets shall be cleaned at the following frequencies:
- 3.3.5.1. All streets and parking lots listed in SECTION A and SECTION A-1 of the designated Streets Section shall be cleaned one night per week for the contract period.
- 3.3.6. All streets listed in SECTION B and SECTION B-1 of the designated Streets Section shall be cleaned bi-monthly.

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- 3.3.7. Under/overpasses listed in SECTION C—In the event of a winter storm or other event, the City may order additional cleaning of under/overpasses to remove sand or spills as needed.
- 3.4. The City may also require unscheduled sweeping service(s) as a result of accidents, citizen requests, special events, and sand recovery after winter weather events, etc. The Contractor shall comply with such requests as follows:
- 3.4.1. During scheduled hours of operation (Monday through Friday, 9:00 AM to 5:00 PM) a maximum response time of two hours shall be required from the time the Contractor is notified to the time of arrival at work site.
- 3.4.2. Approved unscheduled sweeping shall be in addition to the next scheduled sweep.
- 3.4.3. During unscheduled hours of operation (all other times not covered in i. above) a maximum response time of three hours shall be required from the time the Contractor is notified to the time of arrival at work site.
- 3.4.4. Payment for such unscheduled service(s) shall be for the time worked at a stipulated hourly rate, plus one-hour travel time as payment for travel to and from the point of operation. In no event shall the total payment for each such request be less than two hours.
- 3.5. In case of obstructions or other reasons why service area could not be completed, shall be reported within 24 hours.
- 3.6. Contractor shall perform at least a single pass over an area, and shall make as many passes as necessary or such extra effort as may be required to adequately clean.
- 3.7. Method of Operations
- 3.7.1. The Contractor shall provide its own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence, and supervision of its employees.
- 3.7.2. The Contractor is required to have a competent and experienced supervisor/foreman with each work group at all times. The supervisor/foreman referred to herein may be a working foreman operating a street sweeper.
- 3.7.3. The Contractor shall perform all handwork required to effectuate cleaning operation. The Department shall have the right to identify for the Contractor those areas where handwork shall be performed.
- 3.7.4. There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the contract.
- 3.7.5. All equipment and personnel shall move in the same direction as traffic flow at all times during all cleaning operations. Contractor shall minimize the streaks left by sweepers.
- 3.7.6. All daytime cleaning operations shall be performed between the hours of 9:00 am to 5:00 PM, Mon–Fri.
- 3.7.7. All nighttime cleaning operations shall be performed between the hours of 10:00 pm to 7:00 AM, Sun–Fri.
- 3.7.8. Weekend cleaning operations **are expressly prohibited** from 5:00 PM on Friday to 10:00 PM on Sunday, without the prior written consent of the City.

- 3.7.9. For the purpose of this contract, the National Weather Service at Dallas/ Ft. Worth International Airport shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve hours into the future.
- 3.7.9.1. No cleaning operations shall be conducted when there are climatic conditions present or forecast that would make such an operations ineffectual or dangerous. These climatic conditions include, but are not limited to, heavy rains, snow, ice, and sleet.
- 3.7.9.2. The Contractor may suspend operations if weather conditions are such that cleaning cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the DI or designee.
- 3.7.9.3. The DI or designee shall have the right to order the suspension of cleaning operations whenever resent weather conditions or impending weather conditions are such that cleaning operations cannot be carried out in an effective manner.
- 3.7.10. Removal and disposal of debris collected during the cleaning operations shall be the responsibility of the Contractor.
- 3.7.10.1. All applicable State and Local laws and ordinances related to the hauling, handling and disposition of such material shall be complied with by the Contractor
- 3.7.10.2. The Contractor shall stipulate the location of the final disposal site(s) to be used throughout the term of the contract, and such site(s) must be approved by the Department.
- 3.7.10.3. A letter is required from each contemplated final disposal site stating that such site meets all State, Local, and Environmental Protection Agency requirements for the disposal of sweeping debris.
- 3.7.10.4. Any change in disposal site(s) throughout the term of the contract must have the prior written approval of the Department and conform to all requirements stated herein.
- 3.7.10.5. Contractor shall ensure that trash and debris are not blown, swept, or moved into parking lot drains, landscape areas, plant and flower beds, public walkways, streets, or adjacent properties, but picked up by the sweeper/vacuum.
- 3.7.11. The water for sweeping equipment shall be the responsibility of the Contractor. The Contractor shall make any necessary arrangements and deposits with the City for the use of the hydrant and water throughout the contract period.

4. **EQUIPMENT AND FACILITIES**

- 4.1. All equipment shall be equipped in accordance with applicable State Law requirements and shall be equipped with a flashing light with the following characteristics:
 - 4.1.1. Visible for a minimum of one mile.
 - 4.1.2. Flash 60 (sixty) to 90 (ninety) times per minute.
 - 4.1.3. Mounted for 360 (three hundred sixty) degrees visibility.
 - 4.1.4. Equipped with Amber Lens.

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- 4.2. The equipment used for cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the cleaning work as specified.
- 4.3. Minimum equipment for the contract shall be two street sweepers.
- 4.4. Street Sweepers used in the cleaning operation shall be regenerative air for Sections A and A-1, and brush/vacuum mechanical for Sections B, B-1, and C.
 - 4.4.1. All street sweepers must have a minimum capacity of three cubic yards and be equipped with adequate, water systems for dust control.
 - 4.4.2. All sweepers to be used must be equipped with dual brooms.
- 4.5. Contractor shall provide, at no additional cost to the City, adequate support equipment including debris transfer vehicles, pickup trucks, service trucks, tire trucks, dump trucks, and any other item of equipment necessary to provide cleaning services as described in these specifications.
- 4.6. All equipment, including support equipment, used by the Contractor shall be equipped with a cell phone or two-way radio communication designed for commercial use. CB Radios are unacceptable.
- 4.7. All equipment, including support equipment, used by the Contractor is subject to the inspection and final approval of the Department. Such approval may require onsite demonstration of the capability of any proposed equipment.
- 4.8. All vehicles used by the Contractor must be performance worthy by visual and operational inspection of the Department Inspector.
- 4.9. The City shall have the option to perform a complete inspection of all vehicles at any time throughout the term of the contract. Should any vehicle, when inspected, and in the determination of the Department, not meet standards that the Department feels are necessary to complete the contract or to operate safely; the Department may require such vehicle to be brought to those standards before being placed back in service.
- 4.10. The Contractor possess an adequate service facility to ensure scheduled routine maintenance, as well as maintain a sufficient supply of brooms and replacement parts to ensure continuous cleaning operations. The Department shall inspect the facility of the successful proposer prior to award of the contract for services.

5. QUALIFICATIONS

Qualifications will be evaluated based on the following:

- 5.1. Satisfactory evidence that the proposer has operated business to the extent as outlined in these specifications and the proposer has successfully conducted such an operation for a period of not less than three years within the last five years.
- 5.2. Satisfactory evidence that the proposer leases, owns, or has made arrangements to acquire all necessary equipment obligated within the cost of the Contractor's existing operations.
- 5.3. Satisfactory evidence that the proposer has adequate work experience, personnel, proper facilities, and adequate work plan to complete the work as specified.

6. PAYMENT

- 6.1. Payment for street cleaning shall be made by the contract unit price per curb mile actually cleaned and approved.

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- 6.2. Request for payment must be made individually as follows:
 - 6.2.1. SECTION A & A-1 Streets—Monthly.
 - 6.2.2. SECTION B & B-1 Streets—Monthly.
 - 6.2.3. SECTION C Underpasses—When completed, as requested by the City.
- 6.3. Request for payment must be forwarded to the DI for approval and include the following:
 - 6.3.1. Cover invoice showing itemized curb miles cleaned, linear curb mile price with an extension in dollars at the quoted cost, and cubic yards of material picked up.
 - 6.3.2. 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 signatures of the Contractor's representative.
- 6.4. No payment shall be made for any other service other than the number of curb miles cleaned at the quoted linear curb mile cost, or upon completion of cycle, except for Pre-approved unscheduled cleaning.
- 6.5. In the event the Department employs the Contractor for unscheduled work, it shall be billed at the hourly rate stipulated with its proposal. The Contractor shall be paid upon completion of the specific work, after approval by the Department.
- 6.6. Invoicing for such additional hourly work shall be made monthly in the same manner as directed in section 6.2 for partial payment requests.

7. **WORK HISTORY**

Demonstrate that proposer has operated or is operating a government street cleaning system of the types and to the extent outlined in these specifications.

8. **PROPOSAL RESPONSE FORMAT**

Proposals may be submitted electronically through BidSync. Complete the Item Response form online and upload the remainder of your proposal as an attachment by following the instructions provided.

If you are not submitting your proposal electronically, then submit one original hardcopy proposal and two softcopies on electronic media (CDs or USB drives). All pages should be numbered. The Item Response Form for the fee schedule can be printed from BidSync.

Provide the following information in the order stated below.

SECTION I—COMPANY PROFILE

Overview

Provide an overview of your company, including its longevity, structure, and primary business.

Key Personnel

Provide the names of the management personnel of your company who will be directly involved in the management and supervision of this contract, and a brief description of their sweeping and supervisory experience.

References

Provide information about references most relevant in demonstrating your ability to meet the qualifications required and to perform the work specified. Include current contact information (contact name, phone number, email) for each reference and a description of the scope of work being performed.

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SECTION II—EQUIPMENT AND FACILITIES**Facilities**

Provide the address(es) of your repair and yard facilities.

Equipment

Provide a list of all equipment (street sweepers, street flushers, dump trucks, and other relevant equipment) currently owned or leased which is now in use. Include year, make/model, type (e.g., mechanical or regenerative air), and capacity.

If you do not currently have in possession an adequate amount of equipment to perform the contract as stated, but plan to purchase or lease equipment to be used on this contract, provide complete information concerning the lease and/or purchase of such equipment, and indicate whether the equipment will be new or used. Include all contact information concerning the place of purchase and/or lease. Disclose the means in which the equipment will be acquired. All information provided may be verified by City of Plano staff.

SECTION III—ROUTE LIST AND WORK PLAN**Route List**

Provide a proposed sequence of work schedule (Route List) for all scheduled street cleaning. The Route List must provide a list of proposed cleaning routes for one complete cycle of cleaning, with identification of all streets to be cleaned on each route in sequence. Reference the Section of streets as listed in the specifications.

Work Plan

Describe in detail how you would carry out the sweeping work detailed in the specifications. Include in your description the function of equipment to be used.

Final Disposal Sites

Provide the name and location of each final disposal site proposed to be used and attach a letter from each site as specified in paragraph 3.7.10.3 of the specifications.

SECTION IV—COST

Cost schedule can be completed in BidSync. If not submitting through BidSync, include this section only in the Original (hardcopy) proposal. Proposer must include all expenses related to the services proposed. No additional fees will be considered unless they are disclosed and approved in advance by the City of Plano.

1. Complete the Item Response Form provided in BidSync.
2. Provide a schedule of any additional charges, including explanation, as a separate attachment.

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9. EVALUATION CRITERIA

<u>Equipment and facilities</u> (Section II)	<u>30%</u>
<u>Work history and experience</u> (Section I)	<u>20%</u>
<u>Route list and work plan</u> (Section III)	<u>10%</u>
<u>Price</u>	<u>40%</u>

10. BEST AND FINAL OFFER

The City reserves the right to request a best and final offer from any or all proposers.

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11. WORK SECTIONS

Maps have been provided through BidSync. Click [download] to retrieve *Contract_Maps.pdf* from the Documents section of this solicitation.

SECTION A STREETS - SWEEPED ONE TIME PER WEEK (NIGHTS)**(THIS SECTION SWEEPED WITH REGENERATIVE AIR SWEEPER ONLY)**

STREET	FROM	TO	CURB MILES
13th STREET	G AVENUE	US HWY 75	0.4
14th STREET	K AVENUE	G AVENUE	0.69
15th STREET	P AVENUE	US HWY 75	2.11
15th STREET (MEDIAN)	G AVENUE	US HWY 75	0.45
15th PLACE	K AVENUE	J AVENUE	0.19
16th STREET	K AVENUE	J AVENUE	0.19
16th STREET	H AVENUE	G AVENUE	0.21
18th STREET	P AVENUE	US HWY 75	2.19
18th STREET (MEDIAN)	CENTRAL EXPWY	1000' E/OF CENTRAL	0.38
G AVENUE	14th STREET	CENTRAL PKWY	1.4
H AVENUE	14th STREET	16th STREET	0.43
I AVENUE	14th STREET	16th STREET	0.23
J AVENUE	15th STREET	18th STREET	0.58
K AVENUE	14th STREET	18th STREET	0.71
L AVENUE	18th STREET	MUNICIPAL DR	0.4
MUNICIPAL DR	14th STREET	K AVENUE NORTH	0.62
N AVENUE	14th STREET	PLANO PKWY	1.5
		TOTAL MILES	12.68

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**SECTION A1 PARKING LOTS – SWEEP ONE TIME PER WEEK (NIGHTS)
(THIS SECTION SWEEPED WITH REGENERATIVE AIR SWEEPER ONLY)**

LOCATION NUMBER	NAME	ADDRESS	AREA (SQ FT)	ACREAGE
1	Downtown Parking	1410 J Avenue	37,219	0.85
2	Animal Shelter	4028 Plano Parkway	9,643	0.22
3	Municipal Building	1520 K Avenue	200,605	4.61
4	Police & Robinson Justice Building	909 14th Street & 900 15th Street	148,860	3.42
5	Senior Center	401 W. 16th Street	78,909	1.81
6	Haggard Library	2501 Coit Road	110,726	2.54
7	Harrington Library	1501 18th Street	63,283	1.45
8	Oak Point Recreation Center	6000 Jupiter Road	155,073	3.56
9	Parr Library	6200 Windhaven Parkway	64,901	1.49
10	Plano Centre	2000 E. Spring Creek Parkway	467,280	10.73
11	Schimelpfenig Library	2000 Country Place Drive	39,977	0.92
12	Davis Library	7501 Independence Parkway	149,441	3.43
13	Carpenter Park Recreation Center	6701 Coit Road	239,611	5.5
14	Tom Muehlenbeck Center	801 W. Parker Road	164,651	3.78
15	Parkway Service Center	4120/4200 W. Plano Parkway (Access Road and Administration Parking areas)	86,504	1.99
16	Parkway Service Center (Mechanical Brush Broom Required)	4200 W. Plano Parkway (Service Area Parking swept one time per week during the day between 9:00 AM and 2:00 PM)	315,913	7.25
17	Oak Point Park Nature & Retreat Center	5901 Los Rios Blvd	193,160	4.43

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SECTION B – SWEPT ONE TIME EVERY TWO MONTHS (DAYTIME)

STREET	FROM	TO	CURB MILES
10th Street	K Avenue	Southwestern Dr	0.41
14th Street	Dublin Rd	K Avenue	8.32
14th Street (Median)	Dublin Rd	Industrial Blvd	6.53
16th Street	Alma Dr	US Hwy 75	0.72
18th Street	P Avenue	Jupiter Rd	1
Accent	Plano Pkwy	Dead End	0.68
Alma Dr	Hwy 190	Hedgcoxe Rd	11.42
Alma Dr (Median)	HWY 190	Hedgcoxe Rd	11.42
Archerwood Street	Park Blvd	Parker Road	0.79
Baffin Bay Drive	Custer Road	Adderberry	1.02
Baffin Bay Dr (Median)	Country Place Dr	Adderberry	0.15
Bay Hill Drive	Pleasant Valley Dr	Custer Rd	0.68
Bishop Road	Tennyson Parkway	Democracy Dr	0.49
Central Pkwy E.	US Hwy 75	Park Blvd	0.87
Central Pkwy E. (Median)	US Hwy 75	Haggard St	0.19
Chapel Hill	Parkwood Pkwy	Plano Pkwy	1.47
Chapel Hill (Median)	Parkwood Pkwy	Plano Pkwy	1.47
Chase Oaks Blvd	Legacy Dr	US Hwy 75	3.79
Chase Oaks Blvd (Median)	Spring Creek Pkwy	Central Expwy	3.27
Chisholm Pl	Park Blvd	US Hwy 75	0.26
Chisholm PL (Median)	Park Blvd	US Hwy 75	0.26
Clark Pkwy	Yeary Rd	Parker Rd	0.64
Clark Pkwy	Yeary Rd	Parker Rd	0.64
Columbia Pl	15th Street	Park Blvd	0.96
Communications Pkwy	Tennyson Pkwy	Headquarters Dr	2.02
Communications Pkwy (Median)	Tennyson Pkwy	Headquarters Dr	2.02
Communications	Spring Creek Pkwy	Chapel Hill Blvd	4.31
Communications Pkwy (Median)	Mallard	Chapel Hill Blvd	3.58
Country Place Drive	Park Blvd	Baffin Bay Dr	1.01
Country Place Drive	Parker Rd	Custer Rd	2.55
Corporate Dr	Legacy Dr	Tennyson Pkwy	1.79
Corporate Dr (Median)	Legacy Dr	Tennyson Pkwy	0.87
Country Club	Los Rios	E. Park Blvd	2.01
Country Club	Los Rios	Driftwood	1.16
Custer Rd	Hwy 190	State Hwy121	17.01
Custer Rd (Median)	HWY 190	State Hwy 121	17.01
Del Sol Dr	14th Street	Hillridge Dr	0.43
Democracy Dr	Tennyson Pkwy	Dallas Pkwy	1.62
Dobbie Dr	K Avenue	Park Blvd	0.77
Enterprise Dr	Park Blvd	US Hwy 75	.74

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STREET	FROM	TO	CURB MILES
Executive Dr	Plano Pkwy	US Hwy 75	0.68
F Avenue	14th Street	Plano Pkwy	1.52
Headquarters Dr	Spring Creek Pkwy	Spring Creek Pkwy	6.67
Headquarter Dr (Median)	Spring Creek Pkwy	2,000' W/of Legacy	5.88
Hedgcoxe Rd	Legacy Dr	Eastbound Alma Dr South Side Only	11.61
Hedgcoxe Rd (Median)	Legacy Dr	Alma Dr South Side Only	10.51
Heritage Dr	Premier	US Hwy 75	0.41
Highland Dr	Ventura Dr	Preston Rd	0.45
I Avenue	18th Street	22nd Street	0.6
Independence Pkwy	Hwy 190	State Hwy 121	16.13
Independence Pkwy (Median)	HWY 190	State Hwy 121	15.71
International Pkwy	Plano Pkwy	Midway Rd	1.17
International Pkwy (Median)	Plano Pkwy	Midway Rd	1.17
Kathryn	Custer Rd	Hwy 121	1.02
Leadership Dr	State Hwy 121	Headquarters Dr	0.4
Leadership Dr (Median)	State Hwy 121	Headquarters Dr	0.4
Lexington Dr	Alma Dr	US Hwy 75	1.2
Los Rios Blvd	Plano Pkwy	Jupiter Rd	11.8
Los Rios Blvd (Median)	Plano Pkwy	Jupiter Rd	7.50
McDermott Rd	Custer Rd	Preston Rd	6.59
McDermott Rd (Median)	Custer Rd	Preston Rd	6.11
Midway Rd	Park Blvd	Spring Creek Pkwy	5.13
Midway Rd (Median)	Park Blvd	Spring Creek Pkwy	4.33
Mira Vista Blvd	Plano Pkwy	Park Blvd	1.5
Mira Vista Blvd (Median)	Plano Pkwy	Park Blvd	1.5
Municipal Dr	K Avenue South	14th Street	0.76
Ohio Dr	S. City Limits	State Hwy 121	13.12
Ohio Dr (Median)	S. City Limits	State Hwy 121	13.12
Old Orchard Dr	Spring Creek Pkwy	Apple Valley Rd	0.42
Old Shepard Pl	Ohio Dr	Ventura Dr	1.51
Old Shepard Pl (Median)	Ohio Dr	Ventura Dr	1.51
P Avenue	14th St	Parker Rd	3.02
Parkshore	Parkwood	Granite	0.23
Parkwood Blvd	Spring Creek Pkwy	Hwy 121	9.08
Parkwood Blvd (Median)	Spring Creek Pkwy	Hwy 121	9.08

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STREET	FROM	TO	CURB MILES
Partnership	Tennyson Pkwy	Democracy Dr	.26
Pleasant Valley Dr	Custer Rd	Roundrock Trl	2.32
Pleasant Valley Dr (Median)	Custer Rd	Spring Creek Pkwy	1.17
Premier Dr	Enterprise Dr	Parker Rd	3.6
Preston Meadow Dr	Spring Creek Pkwy	McDermott Rd	7.67
Preston Meadow Dr (Median)	Spring Creek Pkwy	Quincy Ln	5.26
Preston Park Blvd	Preston Rd	Park Blvd	1.19
Preston Park Blvd (Median)	Preston Rd	Park Blvd	1.19
Preston Park Ct	Preston Park Blvd	Old Shepard Pl	0.15
Preston Park Ct (Median)	Preston Park Blvd	Old Shepard Pl	0.15
Prestwick Rd	Park Blvd	Highland Dr	0.6
Rainier Rd	Parker Rd	Cross Bend	1.62
Republic Dr	US Hwy 75	Park Blvd	0.41
Ridgeview	Custer Rd	Coit Rd	4.47
Rigsbee Dr	14th Street	14th Street	1.02
Rio Grande Dr	15th Street	Park Blvd	0.98
Roundrock Dr	Spring Creek Pkwy	Independence Pkwy	1.43
Ruisseau Dr	Premier Dr	US Hwy 75	1.31
San Gabriel Dr	Parker Rd	Flora Dr	1.52
San Gabriel Dr (Median)	Parker Rd	Flora Dr	0.51
Seabrook Dr	Alma Dr	E. Dead End	1.23
Sherrye Dr	14th Street	Rigsbee Dr	0.26
Shiloh Rd	Parker Rd	Renner Rd	5.96
Shiloh Rd (Median)	Parker Rd	Renner Rd	2.7
Spring Creek Pkwy	Preston Rd	Parker Rd	15.82
Spring Creek Pkwy (Median)	Preston Rd	Parker Rd	15.82
Spring Creek Pkwy	Dallas Pkwy	Hwy 121	4.65
Spring Creek Pkwy (Median)	Communications Pkwy	Hwy 121	3.81
Stadium Dr	Seabrook Dr	Legacy Dr	0.53
Stratford Dr	Park Blvd	15th Street	0.97
Stratford Dr (Median)	Park Blvd	15th Street	0.97
Taylor Dr	F Avenue	Plano Pkwy	0.38
Tennyson/Archgate	Legacy Dr	Spring Creek Pkwy	9.00
Tennyson/Archgate (Median)	Legacy Dr	Spring Creek Pkwy	8.08
Thunderbird Ln	Lexington Dr	Parker Rd	0.44
Tulane Dr	Preston Rd	Ohio Dr	0.52
Ventura Drive	Plano Pkwy	Preston Rd	3.13
Ventura Dr (Median)	Plano Pkwy	Preston Rd	3.13
Wagner Way	Chase Oaks Blvd	Spring Creek Pkwy	0.6
Westwood Dr	15th Street	Plano Pkwy	1.66
Westwood Dr (Median)	15th Street	Janwood Dr	0.72

STREET	FROM	TO	CURB MILES
Willow Bend Dr	Parker Rd	Windhaven Pkwy	1
Willow Bend Dr (Median)	Parker Rd	Windhaven Pkwy	1
Village Creek Dr	Plano Pkwy	Campbell Rd	1.58
Windcrest Dr	Spring Creek Pkwy	Tennyson Pkwy	1.19
Windhaven Pkwy	Spring Creek Pkwy	Red Wolf Lane	4.18
Windhaven Pkwy (Median)	Spring Creek Pkwy	Red Wolf Lane	1.88
Winding Hollow Ln	Plano Pkwy	Sleepy Hollow Dr	3.69
Winding Hollow Ln (Median)	Plano Pkwy	Mariners Dr	2.33
Woodburn Corners	Plano Pkwy	Park Blvd	2.41
Mapleshade Ln	190 (PGB)	190 (PGB)	3.5
Mapleshade Ln (Median)	190 (PGB)	190 (PGB)	3.5
Pinecrest Dr	Spring Creek Pkwy	Tennyson Pkwy	1.0
Pinecrest Dr (Median)	Spring Creek Pkwy	Tennyson Pkwy	.4
Windcrest Dr	Tennyson Pkwy	Legacy Dr	1.2
Windcrest Dr (Median)	Tennyson Pkwy	Legacy Dr	.2
		TOTAL	434.46

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SECTION B1 STREETS – SWEPT ONE TIME EVERY TWO MONTHS (NIGHTS)

STREET	FROM	TO	CURB MILES
15th Street	US Hwy 75	Plano Pkwy	7.65
15th Street (Median)	US Hwy 75	Plano Pkwy	7.65
22nd Street	K Avenue	I Avenue	0.23
Capital Ave	Stewart Ave	K Avenue	1.35
Commerce Dr	Plano Pkwy	15th Street	0.87
Coit Rd	Hwy 190	State Hwy 121	15.67
Coit Rd (Median)	Hwy 190	State Hwy 121	15.67
Dallas Pkwy	Plano Pkwy	Granite Rd	10.21
Dallas Pkwy (Median)	Plano Pkwy	Granite Rd	10.21
Exchange Dr	Service Rd	Archerwood St	.49
Jupiter Rd	Hwy 190	Chaparral Rd	9.84
Jupiter Rd (Median)	Hwy 190	Chaparral Rd	8.86
K Avenue	14th Street	Hwy 190	2.04
K Avenue (Median)	14th Street	Hwy 190	1.37
K Avenue	18th Street	Chaparral	7.46
K Avenue (Median)	18th Street	Chaparral	7.46
Klein Rd	Plano Pkwy	Technology Dr	.64
Legacy Dr	State Hwy 121	K Avenue	18.81
Legacy Dr (Median)	State Hwy 121	K Avenue	18.81
Marsh Lane	Plano Pkwy	Parker Rd	1.66
Ozark Dr	Service Rd	Archerwood St	.38
Park Blvd	Midway Rd	E. City Limits	23.88
Park Blvd (Median)	Midway Rd	E. City Limits	23.88
Parker Rd	Marsh Ln	E. City Limits	25.13
Parker Rd (Median)	Crooked Stick Dr	E. City Limits	23.9
Plano Pkwy	FM 544	FM 544	28.96
Plano Pkwy (Median)	FM 544	FM 544	27.75
Spring Creek Pkwy	Preston Rd	Dallas Pkwy	3.88
Spring Creek Pkwy (Median)	Preston Rd	Dallas Pkwy	0.62
Stewart Ave	Plano Pkwy	Capital Ave	0.56
Summit Ave	Klein Rd	K Avenue	3.45
Technology Dr	Jupiter Rd	Klein Rd	1.55
Westside Dr	Park Blvd	Parkhaven Dr	1.02
		TOTAL	311.91

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**SECTION C UNDER/OVERPASSES—ADDITIONAL SWEEPING WHEN ORDERED
BY THE CITY**

STREET	BLOCK #
15th Street	600
15th Street	1900
Alma Drive	501
Alma Drive	600
Alma Drive	2400
Alma Drive	3900
Alma Drive	7300
Custer Road	600
Custer Road	1900
Custer Road	5500
Custer Road	9900
Custer Road	10300
Hedgcoxe Road	4900
Independence Pkwy.	6700
Jupiter Road	3600
Jupiter Road	6500
K Avenue	3600
K Avenue	7100
Legacy Drive	5000
Los Rios Blvd.	1800
Los Rios Blvd.	5300
McDermott Road	4500
McDermott Road	4700
Midway Road	6500
Ohio Drive	3700
Ohio Drive	8000

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STREET	BLOCK #
Park Blvd.	1000
Park Blvd.	2200
Park Blvd.	3500
Park Blvd.	3900 E
Park Blvd.	5300 W
Park Blvd.	5400 W
Parker Road	1400
Parker Road	2700
Parker Road	6600
Parker Road	2500 E
Parker Road	3200 E
Parker Road	3400 W
Parker Road	5300 W
Parker Road	5500 W
Plano Pkwy.	300
Plano Pkwy.	900
Plano Pkwy.	2800
Plano Pkwy.	5200
Plano Pkwy.	5600
Preston Road	1000
Preston Road	2600
Preston Road	3800
Preston Road	5000
Preston Road	7800
Preston Road	19300
Preston Meadow Drive	3900
Ridgeview Drive	2300
Roundrock Trail	6500

EXHIBIT A

STREET	BLOCK #
Shiloh Road	480
Shiloh Road	1900
Shiloh Road	3100
Spring Creek Pkwy.	2100 W
Spring Creek Pkwy.	5300 W
Spring Creek Pkwy.	6700 W
Tennyson Pkwy.	5100
Willow Bend Drive	2300
Willow Bend Drive	3600

EXHIBIT A
PAGE 35 OF 36

Question and Answers for Bid #2016-0351-C - RFP for Street Sweeping Services

Overall Bid Questions

Question 1

Is Pollution Legal Liability Insurance required for this contract? (Submitted: Sep 21, 2016 5:42:20 PM CDT)

Question 2

Is Professional Liability (E&O) Insurance required for this contract? (Submitted: Sep 21, 2016 5:42:59 PM CDT)

Question 3

Are there any bonding requirements for this contract? (Submitted: Sep 21, 2016 5:43:26 PM CDT)

Question 4

Is Cyber Liability Insurance required for this contract? (Submitted: Sep 21, 2016 5:43:53 PM CDT)

Question 5

Is the EPP Questionnaire an optional or required submittal? (Submitted: Sep 21, 2016 5:44:28 PM CDT)

Question 6

Under the City of Plano's Instructions for Bidding, Item # 31 states bid summary results will be made available forty-eight hours after bid opening.

What specific results will be included? Will any pricing information be included? (Submitted: Sep 21, 2016 5:47:33 PM CDT)

Question 7

How exactly are we supposed to not leave streaks on the roadbed after sweeping? The leading cause of streaks on pavement is the dragshoes running over the pavement. We can stop running the dragshoes over the pavement, but then the pickup head wouldn't pick up any debris. (Submitted: Sep 21, 2016 5:51:01 PM CDT)

Question 8

On the four (4), one (1) year renewals of the contract do both parties have to agree to the renewal? What happens if one party wishes to not renew? (Submitted: Sep 21, 2016 6:11:12 PM CDT)

Question 9

If the intersections in Section C have been sanded for ice control, will the Contractor be paid at an hourly rate? (Submitted: Sep 22, 2016 10:28:07 AM CDT)

Question 10

What areas for the parking lots need to be swept? Some of the maps show green lines along outside streets and interior parking areas. Are we just to sweep all curblines or are open parking areas to be included as well? (Submitted: Sep 22, 2016 10:29:44 AM CDT)

Question 11

Is the City of Plano aware that the maximum speed of a sweeper, whereby the sweeper is effective at picking up debris, is 12 mph. Will the City of Plano enforce a 12 mph maximum for the contract? (Submitted: Sep 22, 2016 10:34:37 AM CDT)

Question 12

Are the sweepers required to have GPS tracking on them for this contract as the City of Frisco does for its contract? (Submitted: Sep 22, 2016 10:37:01 AM CDT)

Question 13

Due to the high distance of landfills away from the City of Plano, will the City grant the use of an area for us to drop a roll-off container for our exclusive use while we are sweeping? We are comfortable with whatever controls you would place on us, we just need a place to be able to come and go quickly and get back to sweeping. (Submitted: Sep 22, 2016 11:39:01 AM CDT)

Question Deadline: Sep 22, 2016 12:00:00 PM CDT

EXHIBIT A
PAGE 36 OF 36

2016-0351-C
Street Sweeping Services
BEST & FINAL OFFER

Item	Description	Quantity	Waste Partners	
			Unit Price	Extended Price
1	Section A Streets	659.36	\$23.50	\$15,494.96
2	Section A-1 Parking Lots	884	\$45.00	\$39,780.00
3	Section B Streets	2558.28	\$20.00	\$51,165.60
4	Section B-1 Streets	1871.46	\$22.50	\$42,107.85
5	Section C Under/Overpasses	63	\$100.00	\$6,300.00
	Total Items 1-5			
6	Fuel Allocation	1	3.5%	3.5%
7	Unscheduled Sweeper	1	\$125.00	\$125.00
8	Unscheduled Flusher	1	\$150.00	\$150.00

City of Plano

RFP NO: 2016-0351-C

Proposal Response

SECTION I – COMPANY PROFILE:

OVERVIEW

Waste Partners Environmental Inc., F.K.A. & D.B.A. – Sweeping Services of Texas, was established in 2004. Sweeping Services of Texas was established and structured directly in the operation of contractual Municipal and TXDOT roadway sweeping, and response sweeping as our primary and now sole business line.

KEY PERSONNEL

Our Administrative and Operational personnel have extensive experience in the street sweeping business. Our G.M., Ronnie Kendrix, has been in the industry since 1990. Our Controller, Sandy Kittle, has also been in the industry since 1990. Our Corporate Officers, CEO Joseph Hensley, and CFO Ian Hall, are well experienced with two years current direct experience, and prior professional experience in comparable business lines. Our Operational Lead personnel, Freddie Talley and Mike Tinnell have more than 12 years of experience each.

REFERENCES

City of Richardson: Bobby Kinser – (214) 908-4446. Bobby.kinser@cor.gov

Municipal Street Sweeping Contract

City of Grand Prairie: Bharati Maskey – (972) 237-4566. bmaskey@gptx.org

Municipal Street Sweeping contract

City of Bedford: Bill Lankford – (817) 952-2251. Bill.lankford@bedfordtx.gov

Municipal Street Sweeping Contract

Downtown Fort Worth Inc: Matt Beard. (817) 484-3713. matt@dfwi.org

Municipal Street Sweeping Contract

City of Azle: James Duvall. (817) 444-4511. jduvall@cityofazle.org

Residential Street Sweeping Contract

More References Available Upon Request.

SECTION II – EQUIPMENT AND FACILITIES

FACILITIES

Repair facility - 3324 Roy Orr Blvd. Grand Prairie TX 75050

Yard/Equipment housing – 3324 Roy Orr Blvd. Grand Prairie TX 75050

FACILITIES

Repair facility - 3324 Roy Orr Blvd. Grand Prairie TX 75050

Yard/Equipment housing – 3324 Roy Orr Blvd. Grand Prairie TX 75050

EQUIPMENT

Unit#	Fuel	Year	Make	Model	Unit Type	CAPACITY
222	DD	2003	Tymco	T600	Regenerative Air	6 YARDS
234	DD	2008	Tymco	T600	Regenerative Air	6 YARDS
236	DD	2000	Tymco	T600	Regenerative Air	6 YARDS
238	DD	2006	Elgin	Crosswind	Regenerative Air	6 YARDS
239	DD	1999	Tymco	T400	Regenerative Air	4 YARDS
337	DD	2005	Elgin	Eagle	Mechanical Broom	4 YARDS
338	DD	2006	Elgin	Eagle	Mechanical Broom	4 YARDS
339	DD	2005	Elgin	Eagle	Mechanical Broom	4 YARDS
340	DD	2002	Elgin	Eagle	Mechanical Broom	4 YARDS
341	DD	2002	Elgin	Eagle	Mechanical Broom	4 YARDS
343	DD	2006	Elgin	Eagle	Mechanical Broom	4 YARDS
344	DD	2007	Elgin	Eagle	Mechanical Broom	4 YARDS
346	DD	2003	Elgin	Eagle	Mechanical Broom	4 YARDS
349	DD	2007	Elgin	BB	Mechanical Broom	4 YARDS
352	DD	2011	Elgin	Eagle	Mechanical Broom	4 YARDS
353	DD	2014	Elgin	Eagle	Mechanical Broom	4 YARDS

SECTION III – ROUTE LIST AND WORK PLAN

ROUTE LIST

*See attached/accompanying route sheets

WORK PLAN

The sweeping work plan is as follows:

- Section A & A1 – weekly Sunday nights schedule; regenerative air machine street sweeper to be used.
- Section A1 – weekly service center lot sweeping day schedule; mechanical broom machine street sweeper to be used.
- Section B – bi-monthly week day schedule; combo mechanical broom machine and regenerative air machine street sweepers to be used.
- Section B1 – bi-monthly week night schedule; combo mechanical broom machine and regenerative air machine street sweepers to be used.

FINAL DISPOSAL SITES

*See additional attachment

SECTION IV – COST

Completed in Bidsync

Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: Waste Partners Environmental, Inc.

Address of Principal Place of Business: 3324 Roy Orr Blvd.
Grand Prairie TX 75050

Phone/Fax of Principal Place of Business: Phone: (817) 268-4100
Fax: (817) 268-4101

Address, Phone and Fax of Majority
Owner Principal Place of Business: _____

E-mail Address of Representative: rkendrix@wastepartners.com

Authorized Representative: 
Signature: _____

Title: General Manager

Date: 09/23/2016

Printed Name: Ronnie Kendrix

Acknowledgement of Addenda:

#1 ☒ #2 ☒ #3 ☒ #4 ☒ #5 ☒ #6 ☒

INTERLOCAL AGREEMENT

Contractor agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Plano.

☒ YES ☐ NO

Environmentally Preferable Purchasing Questionnaire

The City of Plano adopted an Environmental Purchasing Policy in March, 2008 which is posted on the Purchasing Department's Website.

The goal of the policy is to encourage the purchase and use of materials, products and services that are economically responsible that include environmental factors in the decision making process

Product and service attributes include, but are not limited to, recycled content, energy and/or water conservation, toxic material waste minimization and disposal methods.

To help measure the success of this EPP the Purchasing Department has developed this questionnaire concerning environmentally preferable products and services.

Note: This will either be an optional or required submittal.

If the bid or proposal requires environmentally preferred products/services in the specification and will be evaluated as such then this questionnaire shall be submitted with all other documents pertaining to the bid/proposal.

If there are no requirements in the specifications for these products/services but would like to help us gather information on environmentally preferable products then complete this questionnaire and submit it as optional information with the bid/proposal documents.

City of Plano

Vendor Name: Waste Partners Environmental, Inc.	Phone: (817) 268-4100
Product/Service: Street Sweeping	

Does Product or Service?	Yes	No	Details
Contain recycled material		✓	
Reduce energy consumption		✓	
Certified by certification programs such as Energy Star, Green Seal, Ecologo, EPEAT, etc.		✓	
Reduce toxicity, including emissions		✓	
Reduce waste		✓	
Contain Recyclable materials		✓	
Reduce water consumption		✓	
Have other environmental impacts	✓		Reduces materials in storm water run-off basins.

(Attach supporting documents if needed)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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

OFFICE USE ONLY

Date Received

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

Sweeping Services of Texas, Op. LP

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

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

NOT APPLICABLE

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.

NONE APPLICABLE

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 Ronnie Kendrick
Signature of vendor doing business with the governmental entity

10/11/2016
Date

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/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "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(a)(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(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(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.

CLEAN MATERIAL CERTIFICATION

REPUBLIC
SERVICES, INC.

OWNER or
GENERATOR

Property

Address:

City/State/Zip:

Contact Name:

Phone:

Mr. Dirt of Texas

3324 Roy Orr Blvd

Grand Prairie TX 75050

Ronnie Kendrick

(972) 268-4100 Fax: (972) 268-4101

CONTRACTOR

or CARRIER

Billing/Mailing

Address:

City/State/Zip:

Contact Name:

Phone:

Mr. Dirt of Texas

3324 Roy Orr Blvd

Gr Prairie TX 75050

Ronnie Kendrick

(972) 268-4100 Fax: (972) 268-4101

CERTIFICATION: Under state and federal law, every property owner or generator of waste materials is required to determine whether the materials it generates are or contain hazardous, toxic, or dangerous wastes or materials. The proper identification and characterization of these materials are critical to our ability to manage these materials, to ensure the safety of workers, to minimize the risk that illegal contamination is introduced into Republic Services, Inc. owned or operated landfills and to ensure compliance with local, state and federal laws, regulations and contract terms.

Republic Service, Inc. requires its customers certify as follows: I hereby certify that (i) the materials are not and do not contain contamination from hazardous wastes, hazardous, dangerous, or toxic substances, infectious waste, or radioactive, volatile, corrosive, highly flammable, explosive, biomedical, biohazardous material). (ii) the information contained in this Clean Material Certification is correct and complete; and (iii) all relevant information concerning the materials to be managed or disposed has been disclosed to Republic Services, Inc..

Signed: R Kendrick

Print Name: Ronnie Kendrick

Date: 2/26/2011

Title: General Manager

Representing: Mr. Dirt of TX

1. Disposal or Fill Location: <u>Arlington Landfill</u>		2. Approximate Quantity:	
3. Material Type: <input checked="" type="checkbox"/> Soil			
4. Name and Address of Source of Material: <u>Various Locations</u>			
5. Type of Facility:		Describe:	
<input type="checkbox"/> Residential			
<input type="checkbox"/> Commercial			
<input type="checkbox"/> Industrial			
<input checked="" type="checkbox"/> Other		<u>Road sides</u>	
6. Activity Generating Materials: (Describe the activity that generated the materials, e.g., residential basement excavation, construction excavation, road replacement, site cleanup) <u>Dirt/Sand sifted and separated from Trashes.</u>			
7. Are materials from commercial or industrial facilities where hazardous materials were used, handled, or stored as part of business operations?		8. If yes, describe facility and operations:	
<input type="checkbox"/> Yes			
<input checked="" type="checkbox"/> No			
(Examples include gasoline service stations, dry cleaners, photographic processing facilities, paint stores, auto repair or painting facilities, metal processing shops, electrical substations, manufacturing facilities, oil refineries, and waste treatment plants.)			
9. Were these materials excavated or generated as part of a cleanup project (e.g., cleanup of soils contaminated with oil, petroleum, or hazardous or toxic substances)?			<input type="checkbox"/> Yes
			<input checked="" type="checkbox"/> No
10. Does the material contain any hazardous or regulated wastes as defined by federal or State law?		<input type="checkbox"/> Yes	
		<input checked="" type="checkbox"/> No	
11. Does the material contain regulated radioactive material or TSCA-regulated concentrations of PCBs?		<input type="checkbox"/> Yes	
		<input checked="" type="checkbox"/> No	
12. Have these materials been sampled and analytically tested?		<input type="checkbox"/> Yes	
		<input checked="" type="checkbox"/> No	
13. If yes, are all test results attached?			
<input type="checkbox"/> Yes			
<input checked="" type="checkbox"/> No			
Company Determination (RSI use only)			
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Require Add'l Information:			
Signed Representative:		Date:	

Plano Intersections

Dallas North Tollway

Complete

Plano Pkwy
Park Blvd
Chapel Hill Dr
Parker Rd
Windhaven Pkwy
Spring Creek Pkwy
Tennyson Pkwy
Legacy Dr

George Bush Tollway

Independence Pkwy
Custer Rd
Alma Dr

US 75

Plano Pkwy
15th St
Park Blvd
Parker Rd
Spring Creek Pkwy
Legacy Dr

SECTION A1 PARKING LOTS -- SWEPT (1) TIME PER WEEK (NIGHTS)
(THIS SECTION SWEPT WITH REGENERATIVE AIR SWEEPER ONLY)

DOWNTOWN PARKING	1410 J AVENUE
ANIMAL SHELTER	4028 PLANO PARKWAY
MUNICIPAL BUILDING	1520 K AVENUE
MUNICIPAL CENTER SOUTH	1409 K AVEVUE
POLICE & ROBINSON JUSTICE BUILDINGS	909 14 TH / 900 15 TH STREETS
SENIOR CENTER	401 W. 16 TH STREET
HAGGARD LIBRARY	2501 COIT ROAD
HARRINGTON LIBRARY	1501 18 TH STREET
OAK POINT RECREATION CENTER	6000 JUPITER ROAD
PARR LIBRARY	6200 WINDHAVEN PARKWAY
PLANO CENTER PARKWAY	2000 E. SPRING CREEK
SCHIMELPFENIG LIBRARY	2000 COUNTRY PLACE DRIVE
DAVIS LIBRARY PARKWAY	7501 INDEPENDENCE
CARPENTER PARK RECREATION CENTER	6701 COIT ROAD
TOM MUEHLENBECK CENTER	801 WEST PARKER RD.
PARKWAY SERVICE CENTER	4120/4200 W. PLANO PKWY (Access Road and Administration Parking Areas)
PARKWAY SERVICE CENTER (MACHANICAL BRUSH BROOM REQUIRED)	4200 W. PLANO PARKWAY (Service Area Parking Swept (1) Time Per Week During the Day Between 9:00 m.-2:00 p.m)

Date:

Driver/Truck # _____ / _____

of lots completed:

City of Plano

Street Sweeping Schedule Section A Streets - Nights

Truck #:

Driver:

Date:

All Mileage Includes Medians

ROUTE 1

STREET	FROM	TO	MILES
13TH ST	G AVE	US HWY 75	0.4
14TH ST	K AVE	G AVE	0.69
15TH ST	P AVE	US HWY 75	2.56
15TH PL	K AVE	J AVE	0.19
16TH ST	K AVE	J AVE	0.19
16TH ST	H AVE	G AVE	0.21
18TH ST	H AVE	G AVE	2.57
G AVE	14TH ST	CENTRAL PKWY	1.4
H AVE	14TH ST	16TH ST	0.43
I AVE	14TH ST	16TH ST	0.23
J AVE	15TH ST	18TH ST	0.58
K AVE	14TH ST	18TH ST	0.71
L AVE	18TH ST	MUNICIPAL DR	0.4
MUNICIPAL DR	14TH ST	K AVE NORTH	0.62
N AVE	14TH ST	PLANO PKWY	1.5
TOTAL MILES:			12.68

City of Plano

Street Sweeping Schedule

Section B Streets - Days

All Mileage Includes Medians

ROUTE 1		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
LOS RIOS BLVD	S. CITY LIMITS	JUPITER	19.3	
SAN GABRIEL DR	PARKER RD	FLORA DR	2.03	
COUNTRY CLUB	LOS RIOS	E. PARK BLVD	3.17	
14TH ST	DUBLIN RD	K AVE	14.85	
RIGSBEE DR	14TH ST	14TH ST	1.02	
SHERRY DR	14TH ST	RIGSBEE DR	0.26	
DEL SOL DR	14TH ST	HILLRIDGE DR	0.43	
TOTAL MILES:			41.06	

ROUTE 2		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
ACCENT DR	PLANO PKWY	DEAD END	0.68	
EXECUTIVE DR	PLANO PKWY	US HWY 75	0.68	
TAYLOR DR	F AVE	PLANO PKWY	0.38	
F AVE	14TH ST	PLANO PKWY	1.52	
10TH ST	K AVE	SOUTHWESTERN DR	0.41	
MUNICIPAL DR	K AVE SOUTH	14TH ST	0.76	
I AVE	18TH ST	22ND ST	0.6	
CENTRAL EXPWY	US HWY 75	PARK BLVD	1.06	
REPUBLIC DR	US HWY 75	PARK BLVD	0.41	
ARCHERWOOD ST	PARK BLVD	PARKER RD	0.79	
DOBIE DR	K AVE	PARK BLVD	0.77	
P AVE	14TH ST	PARKER RD	3.02	
18TH ST	P AVE	JUPITER RD	1	
SHILOH RD	PARKER RD	S. CITY LIMITS	3.66	
HERITAGE DR	CAHSE OAKS BLVD	US HWY 75	0.41	
PREMIER DR	ENTERPRISE DR	TRIBAL RD	3.6	
RUISSEAU DR	PREMIER DR	US HWY 75	1.31	
THUNDERBIRD	LEXINGTON DR	PARKER RD	0.44	
LEXINGTON DR	ALMA DR	US HWY 75	1.2	
ENTERPRISE DR	PARK BLVD	US HWY 75	0.74	
CHISOLM PL	PARK BLVD	US HWY 75	0.52	
TOTAL MILES:			28.96	

ROUTE 3

Route 3

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
WESTWOOD DR	15TH ST	PLANO PKWY	2.38
ALMA DR	HWY 190	HEDGE COXE RD	22.84
RAINIER RD	PARKER RD	FIELD COVE DR	1.62
SEABROOK DR	ALMA DR	E. DEAD END	1.23
STADIUM DR	SEABROOK DR	LEGACY DR	0.53
CHASE OAKS BLVD	S. DEAD END	US HWY 75	7.06
WAGNER WAY	CHASE OAKS BLVD	SPRING CREEK PKWY	0.6
16TH ST	ALMA DR	US HWY 75	0.72
COLUMBIA PL	15TH ST	PARK BLVD	0.96
RIO GRANDE DR	15TH ST	PARK BLVD	0.98
TOTAL MILES:			38.92

ROUTE 4

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
CUSTER RD	HWY 190	STATE HWY 121	34.02
PLEASANT VALLEY DR	CUSTER RD	ROUNDROCK TR	3.49
OLD ORHARD DR	SPRING CREEK PKWY	APPLE VALLEY RD	0.42
BAY HILL DR	PLEASANT VALLEY DR	CUSTER RD	0.68
BAFFIN BAY DR	CUSTER RD	ADDERBERRY	1.17
COUNTRY PLACE DR	PARKER RD	CUSTER RD	3.56
TOTAL MILES:			43.34

ROUTE 5

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
PARKWOOD BLVD	PLANO PKWY	WINDHAVEN PKWY	10.62
PARKSHORE	PARKWOOD PKWY	GRANITE PKWY	0.23
MIRA VISTA BLVD	PLANO PKWY	PARK BLVD	3
CHAPEL HILL BLVD	PARKWOOD PKWY	PLANO PKWY	2.94
COMMUNICATIONS PKWY	SPRING CREEK PKWY	CHAPEL HILL BLVD	7.89
CLARK PKWY	YEARY RD	PARKER RD	1.28
WILLOWBEND DR	PARKER RD	YEARY RD	1.92
WINDHAVEN PKWY	SPRING CREEK PKWY	RED WOLF LN	6.06
WINDCREST DR	SPRING CREEK PKWY	TENNYSON PKWY	2.59
PINECREST	SPRING CREEK PKWY	TENNYSON PKWY	1.4
DEMOCRACY DR	TENNYSON PKWY	DALLAS PKWY	1.62
PARTNERSHIP	TENNYSON PKWY	DEMOCRACY DR	0.26
BISHOP RD	TENNYSON PKWY	DEMOCRACY DR	0.49
TOTAL MILES:			40.3

ROUTE 6

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
MIDWAY RD	PARK BLVD	SPRING CREEK PKWY	3.46
SPRING CREEK PKWY	DALLAS PKWY	STATE HWY 121	3.46
CORPORATE DR	LEGACY DR	TENNYSON PKWY	2.66

Route 6 Contd:

Date:

Truck:

Driver:

HEADQUARTERS DR	OHIO DR	SPRING CREEK PKWY	12.55
LEADERSHIP DR	DALLAS PKWY	HEADQUARTERS DR	0.8
COMMUNICATIONS PKWY	TENNYSON PKWY	HEADQUARTERS DR	4.04
INTERNATIONAL PKWY	PLANO PKWY	MIDWAY RD	2.34
TOTAL MILES:			40.31

ROUTE 7

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
MAPLESHADE LN	OHIO DR	COIT RD	4
WOODBURN CORNERS	PLANO PKWY	PARK BLVD	2.41
INDEPENDENCE PKWY	HWY 190	STATE HWY 121	31.84
ROUNDROCK DR	SPRING CREEK PKWY	INDEPENDENCE PKWY	1.43
STRATFORD DR	PARK BLVD	15TH ST	1.94
TOTAL MILES:			41.62

ROUTE 8

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
OHIO DR	S. CITY LIMITS	STATE HWY 121	26.24
TULANE DR	PRESTON RD	OHIO DR	0.52
HIGHLAND DR	VENTURA DR	PRESTON RD	0.45
PRESTWICK RD	PARK BLVD	HIGHLAND DR	0.6
VENTURA DR	PLANO PKWY	PRESTON RD	6.26
OLD SHEPARD PL	OHIO DR	VENTURA DR	3.02
VILLAGE CREEK DR	PLANO PKWY	CAMPBELL RD	1.58
WINDING HOLLOW LN	PLANO PKWY	SLEEPY HOLLOW DR	6.02
PRESTON PARK CT	PRESTON PARK BLVD	OLD SHEPARD PL	0.3
PRESTON PARK BLVD	PRESTON RD	PARK BLVD	2.38
TOTAL MILES:			47.37

ROUTE 9

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
TENNYSON/ARCHGATE	LEGACY DR	SPRING CREEK PKWY	17.08
PARKWOOD BLVD	SPRING CREEK PKWY	HWY 121	7.54
PRESTON MEADOW DR	SPRING CREEK PKWY	MCDERMOTT	12.93
TOTAL MILES:			37.55

ROUTE 10

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
SPRING CREEK PKWY	PRESTON RD	PARKER RD	31.64
TOTAL MILES:			31.64

ROUTE 11

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
HEDGE COXE RD	LEGACY DR	ALMA DR	22.12

EXHIBIT 8

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Route 11 Cont'd

Date:

Truck:

Driver:

MCDERMOTT RD	CUSTER RD	PRESTON MEADOW	12.7
RIDGEVIEW DR	CUSTER RD	COIT RD	4.47
KATHRYN LN	CUSTER RD	STATE HWY 121	1.02
TOTAL MILES:			40.31

City of Plano

Street Sweeping Schedule Section B1 Streets - Nights

All Mileage Includes Medians

ROUTE 1		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
PLANO PKWY	FM 544	FM 544	56.71	
			TOTAL MILES:	56.71
ROUTE 2		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
PARKER RD	W. DEAD END	E. CITY LIMITS	49.03	
MARSH LN	PLANO PKWY	PARKER RD	1.66	
			TOTAL MILES:	50.69
ROUTE 3		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
PARK BLVD	MIDWAY	E. CITY LIMITS	47.76	
WESTSIDE DR	PARK BLVD	PARKHAVEN DR	1.02	
EXCHANGE	SERVICE RD	ARCHERWOOD ST	0.49	
OZARK DR	SERVICE RD	ARCHERWOOD ST	0.38	
			TOTAL MILES:	49.65
ROUTE 4		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
K AVE	14TH ST	K AVE	3.41	
CAPITAL AVE	STEWART	K AVE	1.35	
STEWART AVE	PLANO PKWY	CAPITAL AVE	0.56	
SUMMIT AVE	KLEIN RD	K AVE	3.45	
KLEIN RD	PLANO PKWY	TECHNOLOGY DR	0.64	
TECHNOLOGY DR	JUPITER RD	KLEIN RD	1.55	
JUPITER RD	HWY 190	CHAPPARRAL RD	18.7	
K AVE	18TH ST	N. CITY LIMITS	14.92	
22ND ST	K AVE	I AVE	0.23	
			TOTAL MILES:	44.81
ROUTE 5		Date:	Truck:	Driver:
STREET	FROM	TO	MILES	
COMMERCE DR	PLANO PKWY	15TH ST	0.87	
15TH ST	US HWY 75	PLANO PKWY	15.3	
LEGACY DR	STATE HWY 121	K AVE	37.62	

EXHIBIT

8

Total Miles: 53.79

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OF

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TOTAL MILES: 53.79

ROUTE 6

Date:

Truck:

Driver:

STREET	FROM	TO	MILES
DALLAS PKWY	PLANO PKWY	GRANITE RD	20.42
COIT RD	HWY 190	STATE HWY 121	31.34
SPRING CREEK PKWY	PRESTON RD	DALLAS PKWY	4.5
TOTAL MILES:			56.26

EXHIBIT 8

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Waste Partners



Welcome rkendrix | [Logout](#)
Need assistance?
Contact us
or call 800-990-9339

[Home](#) [My Account](#) [Search](#) [Orders](#) [Bids](#) [Admin](#) [CRM](#) [Agency List](#)

Offer Received

Offer(s) on Bid 2016-0351-C

[View Offer Report](#)

Listed below is your offer information. Click on the "Return to Offer" button below to return to the bid information screen.

Your Offer(s)

Line Item				
2016-0351-C-01-01	Section A-Streets [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$23.50	659.36 / mile	\$15,494.96
	Notes for Buyer		Attachments	
2016-0351-C-01-02	Section A-1-Parking Lots [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$45.00	884 / each	\$39,780.00
	Notes for Buyer		Attachments	
2016-0351-C-01-03	Section B-Streets [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$20.00	2,558.28 / mile	\$51,165.60
	Notes for Buyer		Attachments	
2016-0351-C-01-04	Section B-1-Streets [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$22.50	1,871.46 / mile	\$42,107.85
	Notes for Buyer		Attachments	
2016-0351-C-01-05	Section C-Under/Overpasses [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$100.00	63 / each	\$6,300.00
	Notes for Buyer		Attachments	
2016-0351-C-01-06	Fuel Allocation [Edit]			
	Product Code		Qty/Unit	Percentage
			1 / each	3.50%
	Notes for Buyer		Attachments	
2016-0351-C-01-07	Unscheduled Sweeper [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$125.00	1 / hour	\$125.00
	Notes for Buyer		Attachments	
2016-0351-C-01-08	Unscheduled Flusher [Edit]			
	Product Code	Unit Price	Qty/Unit	Total Amount
		\$150.00	1 / hour	\$150.00
	Notes for Buyer		Attachments	
Grand Total Price:				Grand Total Price: \$155,123.41

Bid Notes: - These notes apply to the bid as a whole.

Bid Attachments: - These attachments apply to the bid as a whole.

[\[download\]](#)
[\[download\]](#)
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[\[download\]](#)

A confirmation email for this bid has been sent to rkendrix@wastepartners.com.

To change your notification options:

EXHIBIT 8
PAGE 21 OF 23

Product Feedback

Bid #2016-0351-C - RFP for Street Sweeping Services

Creation Date Aug 3, 2016

End Date Oct 13, 2016 3:00:00 PM CDT

Start Date Sep 13, 2016 4:40:09 PM CDT

Awarded Date Not Yet Awarded

2016-0351-C-01-01 Section A-Streets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$23.50	659.36 / mile	\$15,494.96		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-0351-C-01-02 Section A-1-Parking Lots					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$45.00	884 / each	\$39,780.00		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-0351-C-01-03 Section B-Streets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$20.00	2558.28 / mile	\$51,165.60		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-0351-C-01-04 Section B-1-Streets					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$22.50	1871.46 / mile	\$42,107.85		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-0351-C-01-05 Section C-Under/Overpasses					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$100.00	63 / each	\$6,300.00		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-0351-C-01-06 Fuel Allocation					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - 3.50%	1 / each	3.50%		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-0351-C-01-07 Unscheduled Sweeper					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$125.00	1 / hour	\$125.00		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

2016-0351-C-01-08 Unscheduled Flusher					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Partners Environmental, Inc [Ad]	First Offer - \$150.00	1 / hour	\$150.00		
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Supplier Totals

EXHIBIT B
PAGE 22 OF 23

f Waste Partners Environmental, Inc [Ad]		\$155,123.41 (8/8 items)
Bid Contact	Ronnie Kendrix rkendrix@wastepartners.com Ph 817-953-8109 Fax 817-268-4101	Address 3324 Roy Orr Blvd Grand Prairie, TX 75050
Agency Notes:	Supplier Notes:	Head Atatch: 1

** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

v07.19.13

EXHIBIT C
PAGE 1 OF 1

Pollution Legal Liability Insurance: If the contract requires hazardous waste removal, clean up or remediation, Pollution Legal Liability Coverage will be required with limits not less than **\$3,000,000.00** per accident and **\$5,000,000.00** per occurrence.

Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than **\$1,000,000** each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

Workers' Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than **\$1,000,000**.

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the workers' compensation policy, including coverage for City under any contracts with any sub-contractors of Vendor/contractor. Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

Cyber Liability—Coverage in place naming the City of Plano, Texas, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the Cyber Liability policy, including coverage for the City with respect to liability arising out of all errors and omissions of vendor/contractor or products. Coverage shall be no less than **\$1,000,000.00** each claim and **\$3,000,000.00** in the aggregate.

Professional Liability (E&O) Insurance—(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

A fiduciary bond in favor of the City of Plano, Texas for not less than **\$2,000,000**

Minimum Limit of **\$1,000,000** Each Claim and **\$1,000,000** Aggregate

v07.19.13

EXHIBIT C
PAGE 2 OF 4

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.

**APPROVED**

By Kim at 10:57 am, Dec 01, 2016

WASTPAR-01 SARMALKARPR

DATE (MM/DD/YYYY)

10/25/2016

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 Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center		
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
INSURED Waste Partners Environmental, Inc. 3324 Roy Orr Blvd Grand Prairie, TX 75050	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: Markel American Insurance Company		28932
	INSURER C: Texas Mutual Insurance Company		22945
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TB2-Z91-466508-026	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 25,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			AS2-Z91-466508-016	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			MKLM4EUL1000059	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001292840	09/02/2016	09/02/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXHIBIT

C

PAGE

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OF

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CERTIFICATE HOLDER**CANCELLATION**City of Plano
1520 Avenue K
Plano, TX 75074

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

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**AFFIDAVIT OF NO PROHIBITED INTEREST AND
COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE**

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of Waste Partners Environmental, Inc., a Corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Waste Partners Environmental, Inc. is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: [PLEASE CHECK BELOW, IF APPLICABLE]

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Waste Partners Environmental, Inc.

By:

Ronnie Kendrix
Signature

Ronnie Kendrix

Print Name

General Manager

Title

10/11/2016

Date



STATE OF Texas §

COUNTY OF Dallas §

SUBSCRIBED AND SWORN TO before me this 11th day of October, 2016

Sue Hutton
Notary Public, State of Texas