REQUEST FOR PROPOSALS (RFP) NO. 2016-096

CLOSING DATE AND TIME: AUGUST 23, 2016 – 2:00 P.M.

ANNUAL CONTRACT FOR TEMPORARY PERSONNEL SERVICES FOR SOLID WASTE

PROPOSALS SHALL BE SUBMITTED ON THIS FORM

The City of Mesquite, Texas invites sealed proposals from all qualified vendors desiring to furnish the City with the Annual Contract for Temporary Personnel Services for Solid Waste, complying with the following specifications as listed herein.

A Pre-Proposal Conference will be held at 10:00 a.m. on Wednesday, August 17, 2016 in the Fire Administration Conference Room located at 1515 N. Galloway, Mesquite, Texas 75149. Although it is not required, prospective Proposers are encouraged to attend this conference.

A sealed copy of the bid proposal may be submitted by courier or hand delivered to Le Sealey, Manager of Purchasing, City of Mesquite, 1515 N. Galloway, Mesquite, Texas 75149. Proposals may also be mailed to Le Sealey, Manager of Purchasing, City of Mesquite, P.O. Box 850137, Mesquite, Texas 75185-0137. Mark envelope in lower left corner “RFP NO. 2016-096; Annual Contract for Temporary Personnel Services for Solid Waste,“ so that the proposals will not be opened until the appointed hour. Proposals may also be submitted by courier, hand delivered in a sealed envelope or box to Le Sealey, Manager of Purchasing, City of Mesquite, 1515 N. Galloway Avenue, Mesquite, Texas 75149. Proposals submitted must be received before proposal closing on Tuesday, August 23, 2016 at 2:00 p.m. Faxed bid proposals will not be accepted.

GENERAL CLAUSES AND CONDITIONS

1. If you have questions regarding the preparation of your proposal or technical questions you may contact Le Sealey, Manager of Purchasing, at 972-216-6201 or email at: purchasing@cityofmesquite.com. Questions may also be submitted at: purchasing@cityofmesquite.com. The deadline for submitting questions will be on August 19, 2016 at 5:00 p.m.

2. Vendors who do not respond to this particular proposal, but who want to remain on our mailing list for future opportunities shall indicate “NO PROPOSAL” on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.

3. Protection of Resident Workers: The City of Mesquite actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
4. Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

5. Proposals must be **received in duplicate**, on this form, prior to the closing date and time to be considered. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. The City of Mesquite will not be responsible for mail delivered from the post office. Proposals received after the published time and date cannot be considered and will be returned unopened.

6. Proposals will be received and publicly acknowledged at the location, date and time stated above. Only the name of the proposers responding to this request for proposal shall be released at the proposal opening. Other information submitted by the proposer shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the proposer, be released.

7. Proposer shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the bid proposal award.

8. A completed W-9 form will be required within five business days by the apparent low proposer once notification has been received.

9. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

10. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with bid proposal.

11. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign proposals in ink. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.

12. Any ambiguity in the bid proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in favor of the City.

13. The City of Mesquite reserves the right to reject any and all proposals, waive formalities and to make award of bid proposal as may be deemed to the best advantage of the City. No proposal may be withdrawn within forty-five (45) days after date of opening.

14. This Contract may be terminated at any time with thirty-(30) days written notice by either the City of Mesquite or successful proposer.

15. The City is not liable for any cost incurred by Proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFP.

16. Proposers shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your bid proposal.
17. The City is exempt from all sales and excise taxes.

18. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, proposer shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your proposal.

19. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charges and proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

20. All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated in the RFP. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.

21. Quantities are estimated and based on projected usage. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid at the regular quoted price. The contractor shall not have any claim against the City of Mesquite for any quantities ordered that are less than the estimated bid proposal amount.

22. It is the vendor’s responsibility to check for any addendums that might have been issued before the proposal closing date and time.

23. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Mesquite and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Mesquite _______Yes ______No.

24. The proposal evaluation process will occur after the closing date. The City’s evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City’s requirements. A Proposer’s submission of a proposal constitutes their acceptance of the evaluation technique.

25. Price quoted shall prevail for the entire term of the contract; one (1) year starting after proposal is awarded by City Council to the successful proposer. A renewal option is included as a part of this proposal for an additional two (2) one-year periods, renewable on anniversary of the original date, provided proposer can maintain proposal prices and both parties are in mutual agreement.

26. The insurance requirements are included in the proposal document. Proposers agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent low proposer once notification has been received.
SPECIAL PROVISIONS

1. **Price escalation:** The City of Mesquite favors fixed pricing. However, due to market conditions, which may result in an increase in the costs of materials awarded by this contract during the contract term, the City may consider, at its option, a request by the successful Proposer for a price escalation equivalent to the percentage increase of materials. Price escalation will be made under the following conditions: 1) no request for a price escalation will be considered for the first year of the contract period; 2) Contractor will be required to provide written confirmation from his supplier indicating the exact percentage of increase as well as the effective date of the escalation; 3) The City reserves the right to accept or reject the price increase; and 4) If the price increase is rejected, the Contractor shall provide the materials at the contracted price or may cancel the contract for the remaining term.

2. The successful proposer’s rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City’s authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.

3. Any deviations from specifications and alternate proposals must be clearly shown with complete information provided by the proposer. They may or may not be considered by the City.

4. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.

5. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.

6. The City reserves the right to require additional technical and pricing information and negotiate all elements which comprise the Vendor’s proposal to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.

7. Proposers shall submit a total of five (5) references.

8. Proposers shall fill out the following required documents, as noted in the bid proposal. If the following forms are not included, the bid proposal may be considered non-responsive.

**Check List:**
- Conflict of Interest Questionnaire
- Non-Exclusion Affidavit for General Contractors
- References
- Temporary Firm Hourly Rate Sheet

**SCHEDULE OF EVENTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Anticipated Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP mailed to prospective proposers</td>
<td>August 4, 2016</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>August 17, 2016 @ 10:00 a.m.</td>
</tr>
<tr>
<td>Question Deadline</td>
<td>August 19, 2016 @ 5:00 p.m.</td>
</tr>
<tr>
<td>Proposal Opening Date (deadline for submitting proposals)</td>
<td>August 23, 2016</td>
</tr>
<tr>
<td>City Council Approval of Award</td>
<td>September 6, 2016</td>
</tr>
<tr>
<td>Contract Initiation</td>
<td>September 14, 2016</td>
</tr>
</tbody>
</table>
YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the Conflict of Interest Questionnaire (FORM CIQ) can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and FORM 1295 can be found at the Texas Ethics Commission web site at the following web address:

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

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who
has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the
vendor meets requirements under Section 178.006(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.

| 1 | Name of vendor who has a business relationship with local governmental entity. |
| 2 | Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated
   completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which
   you became aware that the originally filed questionnaire was incomplete or inaccurate.) |
| 3 | Name of local government officer about whom the information is being disclosed. |
| 4 | Describe each employment or other business relationship with the local government officer, or a family member of the
   officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer.
   Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form
   CIQ as necessary. |
| A | Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? |
|   | Yes ☐ No ☐ |
| B | Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction
   of the local government officer or a family member of the officer AND the taxable income is not received from the
   local governmental entity? |
|   | Yes ☐ No ☐ |
| 5 | Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or
   other business entity with respect to which the local government officer serves as an officer or director, or holds an
   ownership interest of one percent or more. |
| 6 | Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts
   as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). |
| 7 | Signature of vendor doing business with the governmental entity Date |

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/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.
Standards of Conduct

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don’t offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City’s ethic’s officer at 972-329-8723. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee’s official duties for the City.
Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City’s ethics officer at 972-329-8723. All calls to the City’s ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Cliff Keheley
City Manager
INSURANCE VERIFICATION PROGRAM
LETTER OF AUTHORITY

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

The City of Mesquite has provided Insurance Certificate Administrators (ICA) authority to monitor certificates of insurance, endorsements and other policy information from our vendors and contractors. ICA will request, receive, evaluate and order corrections from such companies.

ICA will provide the City of Mesquite with verification that any insurance document your agent or insurer certifies conforms to the contract requirements.

It is necessary that you have your agent or insurer promptly cooperate with ICA by having them provide the information ICA requests.

All correspondence regarding certificates of insurance and insurance policy information for the City of Mesquite should be sent to the following address. There is no need to provide copies to the City of Mesquite.

City of Mesquite

c/o ICA
input@icaprogram.com
P.O. Box 2566
Fort Worth, TX 76113-2566
Phone: 817-332-5313

Please forward the enclosed instructions to your agent/broker. Thank you for your cooperation.
INSURANCE

A. AMOUNTS OF INSURANCE
   Contractor agrees to provide and to maintain the following types and amounts of insurance, written on an occurrence basis, for the term of the awarded Contract.

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Worker’s Compensation - and Employer’s Liability</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td></td>
<td>$100,000 per occurrence</td>
</tr>
<tr>
<td>2. Commercial (Public Liability), including but not limited to:</td>
<td>Bodily Injury:</td>
</tr>
<tr>
<td></td>
<td>$500,000 per person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 per occurrence and</td>
</tr>
<tr>
<td></td>
<td>Property Damage:</td>
</tr>
<tr>
<td></td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>with general aggregate of $1,000,000</td>
</tr>
<tr>
<td>Automobile Policy:</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

B. OTHER INSURANCE REQUIREMENTS
   The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to comply within 10 business days after notice of award and according to these requirements shall be cause for termination of the awarded Contract.

For any pesticide spraying performed, the City of Mesquite will require the successful bidder to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility rated at least A-VII by Best’s Key Rating Guide and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney’s office or their authorized agent for their adequacy as to form, content, form of protection, and providing company.

Insurance required by the awarded Contract shall name the City as additional insured, shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

The Contractor further agrees that with respect to the above required insurances, the City shall:

1. Be named as additional insured/or an insured, on all required insurance except workers’ compensation and errors and omissions coverage. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate.
2. Be provided with a waiver of subrogation, in favor of the City on all required insurance. Blanket Endorsements are acceptable in meeting this requirement if copies of the endorsements are provided along with the certificate.

3. Prior to execution of the awarded Contract, proof of insurance shall be provided through the City Attorney’s office or their authorized agent with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

C. ADDITIONAL WORKER’S COMPENSATION INSURANCE REQUIREMENTS

1. Definitions:

   Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory Worker’s Compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

   Duration of the project - includes the time from the beginning of the work on the project until the contractors’/person’s work on the project has been completed and accepted by the governmental entity.

   Persons providing services on the project (subcontractor” in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements. Which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

4. If the coverage period shown on the contractor’s current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The contract shall obtain from each person providing services on a project, and provide to the governmental entity:

   (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and

   (b) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
Non-Exclusion Affidavit for General Contractors

Federal, state, and local government agencies, not-profits, and other organizations that use federal money to fund all or part of any program or project are required to follow specific requirements regarding the use of such federal funds. One of these requirements is that no contract, subcontract, grant, financial assistance, or other forms of assistance provided using federal funds may be awarded to individuals or entities that have been suspended, debarred, or otherwise excluded from participation in federally funded programs.

The U.S. federal government maintains a Web site known as the “System for Award Management” (SAM) at www.sam.gov. One of the purposes of the SAM Web site is to provide a comprehensive list of all individuals, firms, and other entities that have been suspended, debarred, or otherwise excluded from participation in federally funded contracts, subcontracts, grants, etc. SAM provides a simple means of helping government, non-profit agencies, and other organizations ensure that they do not award federally-funded grants, contracts, subcontracts, or other financial or non-financial benefits to any individual, firm, or other entity that has been excluded by any agency from participation in such federally funded activities.

I, ________________________________ (Contractor Representative), hereby certify that neither I nor ________________________________ (Name of the company or organization I represent) nor any subcontractors that I or said company may employ to work on any federally funded activity have been suspended, debarred, or otherwise excluded by any federal agency from participation in any federally funded activity. I further acknowledge my understanding that, before entering into a contract with me or with the company or organization I represent, City of Mesquite staff will perform a search on www.sam.gov to verify whether I, the organization I represent, or any subcontractors I may employ to work on any federally funded activity, have been excluded from participation in any federally funded activity.

______________________________  ________________________________
Signature of Contractor Representative      Date

Sworn to and subscribed before me this ______ day of ____________, 20________

______________________________
Notary Public in and for _____________ County, _____________ (Insert State Name)
PROPOSAL EVALUATION

RFP shall be awarded to the best-quoted proposal. The proposals will be evaluated on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful offerer. Award of a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

Sealed Proposal Submission

Proposals shall be sealed and clearly marked with the Proposer’s name and return address, and indicate the proposal number and title. Facsimile or e-mail submitted proposals will not be accepted. Responses received after the deadline cannot be considered and will be returned unopened. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other delivery method employed by the Proposer.

Proposers or their authorized representatives are expected to fully inform themselves as to the general terms and conditions, requirements and specification of this Proposal Invitation before submitting proposals. Failure to do so will be at the proposers own risk.

CRITERIA FOR EVALUATION IN ORDER OF IMPORTANCE:

1. Cost of Hourly Wages. 25%
2. Response time – Maximum of one (1) hour. 25%
3. Firm quality demonstrated through experience list of references. 20%
4. Location of Company. 25%
5. Attendance of Pre-Proposal Conference. 5%

Negotiations may be conducted with responsible proposers who submit proposals determined to be susceptible of being selected for award. All proposers will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.
PROPOSAL INFORMATION

ANNUAL CONTRACT FOR TEMPORARY PERSONNEL SERVICES FOR SOLID WASTE

The City of Mesquite is requesting that proposals be submitted from temporary agencies to provide information on the quality and cost of temporary labor services for the Solid Waste Division. The City utilizes laborer temporaries each year. Each temporary worker requested works from a minimum of four (4) hours up to several weeks depending on the work load and manpower shortage.

GENERAL CONDITIONS:

1. Bidders/Proposers will quote an hourly rate for labor type of temporary worker described in the job description included in this request for proposal. These rates will remain effective for one year. The rate should encompass any payments to the temporary employee. Worker’s compensation coverage will be the responsibility of the firm.

2. Benefits paid to the temporary employee (by the personnel service) are not a requirement of this RFP. If the pay rate and billed rate includes benefits, please include an explanation of the benefits provided.

3. The selected firm/firms will appoint one employee of the agency who will service this contract and who will be the liaison between the City and the firm.

4. The agency will be required to provide temporaries and will have a maximum of up to one hour of the phone request and if the City is not contacted and/or provided with a temporary within that time period the City reserves the right to contact another agency for service.

5. The agency will provide workers who possess the necessary skills, knowledge and ability to perform the job into which they are to be placed, as per attached job description. The Agency will not send a temporary who does not possess the skills requested.

6. The City reserves the right to reject workers provided by the successful agency if they are found to be unacceptable before or after starting on the job to which they have been assigned.

7. There shall be no obligation on the part of the City to hire any temporary worker it is supplied under the terms of this RFP on a full-time basis following the term of the assignment.

8. The agency shall operate a staging area for prospective day laborers to wait for assignments.

9. The agency shall provide a delivery service for the transportation of the day laborers to their job assignments.

10. Should the City wish to hire an individual who has been filling a temporary position, neither the individual nor the City will be required to pay a placement fee.

11. Prices quoted shall prevail for the entire term of the contract; one (1) year starting after proposal is awarded by City Council to the successful bidder/proposer. A renewal option is included as a part of this proposal for an additional two (2) one-year periods, renewable on anniversary of the original date, provided bidder/proposer can maintain bid prices and both parties are in mutual agreement.

12. The selected firm/firms will perform, at no additional charge, a standard DPS criminal history check which includes Texas information only. Criminal background checks which utilize sources other than or in addition to DPS and for areas beyond Texas, shall be available upon request.
13. Breathalyzer tests may be required for some temporary positions.

14. The Police Department may conduct additional background checks for temporary positions hired.

15. Dress code: tank tops, shorts, cut-off shirts, t-shirts with offensive language and open-toe shoes are **not permitted**.

**PROPOSAL RESPONSE:**

Response to this request shall include, but not be limited to the following information. Please respond in the following order:

1. Describe testing procedures used to determine skills of workers.

2. Ability to provide driver’s license checks and the amount of time to determine the results of check.

3. Ability to provide background checks and the amount of time to determine the results.

4. List of references for which similar services have been provided.

5. Methodology used to supply qualified personnel after notification of need.

6. State your average time to place a worker after the request.

7. Describe procedures to replace workers that do not meet job expectations.

8. Note the cost per hour on the attached rate sheet.


10. Describe details of insurance coverage provided, if any. At a minimum, Worker’s Compensation shall be provided by temporary agency.

11. All RFP submittals must include a cover letter that has a brief introduction of the company including where the company is located, names and contact information of staff representatives that will service the City’s account and be signed by an employee authorized to bind their company with a contract with the City of Mesquite.
TEMPORARY WORKER QUALIFICATIONS

LABORER “GUNSLINGER”:
Solid Waste Division - No experience required. Loading sanitation/brush trucks, lifting trash and recycle items weighing up to 50 pounds or more. Responsible for picking up brush and general clean up. Ability to perform heavy manual labor and work in adverse weather conditions. Agency shall operate a staging area for prospective day laborers to wait for assignments. Agency shall provide a delivery service for the transportation of the day laborers to their job assignment.

TEMPORARY FIRM HOURLY RATE SHEET

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<tr>
<th>JOB CATEGORY</th>
<th>HOURLY RATE</th>
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<td>1. Laborer “Gunslinger”</td>
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Questions
Proposers are asked to examine this RFP upon request. All questions or clarifications shall only be directed in writing via fax or e-mail to Purchasing, 972-216-6201 before the designated deadline stated on page 1 for written questions. Questions received after the date specified above may not receive response. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.
**TERMINATION FOR DEFAULT**

The City of Mesquite reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Mesquite reserves the right to terminate the contract immediately in the event the successful proposer fails to:

- meet delivery or completion schedules
- otherwise perform in accordance with the accepted proposal

Breach of contract or default authorizes the City to award to another proposer, purchase elsewhere, and charge the full increase in cost to the defaulting proposer.

**NON-PERFORMANCE CONDITION**

If the product or training is not in conformance with the specifications and requirements of the City, the vendor shall redo and complete any work necessary, bring the product or training into compliance at the vendor’s expense.
# REFERENCES

Five (5) Work References (Include: Names, Addresses, Phone No’s., Dates and Work Description).

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SUBMISSION FORM

YOU MUST SUBMIT A COVER LETTER WITH YOUR PROPOSAL

COVER LETTER AND SUMMARY

This section should contain the name and address of the proposing firm and the names and telephone numbers of the individuals authorized to answer technical, price, and/or contract questions. A representative authorized to bind the company must sign the cover letter. Prefacing the proposal, include a summary that gives in brief, concise terms, and a summation of your proposal and the expected benefits of the proposal to the City of Mesquite.

The cover letter must specify which service you are proposing:

ANNUAL CONTRACT FOR TEMPORARY PERSONNEL SERVICES FOR SOLID WASTE
NOTICE

The following blank spaces in the contract are not to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of contract, which the successful Proposer will be required to execute.
**CONTRACT FOR PURCHASE**
**OF GOODS AND/OR SERVICES**

THIS CONTRACT is made and entered into this the _____ day of __________________, ____ by and between the City of Mesquite, Texas, a Municipal corporation located in Dallas County, Texas, (hereinafter called CITY), acting through its duly authorized City Manager, Cliff Keheley, and (enter name of successful Bidder), a (sole proprietor/partnership/corporation), of the City of ______________, County of ______________, State of ______________ (hereinafter called COMPANY), acting by and through its duly authorized agent.

WITNESSETH: That for and in consideration of the mutual covenants hereinafter set forth, the CITY and COMPANY agree as follows:

I. **DESCRIPTION OF GOODS AND/OR SERVICE**
The CITY agrees to purchase and the COMPANY agrees to provide all of the goods and/or services as specified in the contract documents, such goods and/or services generally described as follows:

**ANNUAL CONTRACT FOR TEMPORARY PERSONNEL SERVICES FOR SOLID WASTE**

for the bid sum not to exceed the total amount of ____________________________ ($ ), paid upon completion of service and acceptance of goods in current funds at the unit or total prices, at COMPANY’S own proper cost and expense, including all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, bonds and other accessories and services necessary to complete delivery of same, in accordance with the contract documents, hereinafter defined, and subject to such additions and deductions as provided therein.

II. **CONTRACT DOCUMENTS**
The contract documents shall consist of this written agreement and the bid proposal including special and general provisions, advertisement for bid, instruction to bidders, bidders proposal, all addenda issued prior to award of contract, all plans, drawings, technical specifications and all other documents identified as pertaining to this Contract all of which are incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the other contract documents. The contract documents constitute the entire agreement between the CITY and COMPANY, and all are as fully a part of the Contract as if attached to and repeated in this agreement. The contract documents may be altered, amended or modified only as provided herein.

III. **PURCHASE/WORK ORDER**
The goods and/or services to be provided under this Contract shall be commenced by COMPANY upon final execution of this Contract and on a date to be specified in a written “Purchase Order” or “Work Order”(whichever applicable), in accordance with the contract documents. Time is of the essence for this Contract.

IV. **MODIFICATION AND ASSIGNMENT**
This Contract may not be altered, modified or amended except in writing properly executed by the parties and may not be assigned to a third party.

V. **TERMINATION**
Unless otherwise provided in the contract documents, CITY may terminate this Contract at any time without cause with thirty- (30) days written notice. Additionally, CITY shall have the right to cancel this Contract if COMPANY fails to provide the goods and/or services in accordance with the contract documents after giving seven- (7) days prior written notice. Irrespective of which party shall effect termination or the cause therefor, CITY shall within thirty (30) days of termination compensate COMPANY for any delivery of goods and/or services made up to the time of termination. No amount shall be due for lost or anticipated profits.
VI. GOVERNING LAW AND VENUE
The parties agree that the laws of the State of Texas shall apply to and govern this Contract and venue for any legal proceeding shall be in Dallas County, Texas.

VII. INDEPENDENT CONTRACTOR/INDEMNITY
It is agreed for all purposes hereunder, the COMPANY is and shall be an independent contractor and shall not, with respect to their acts or omissions, be deemed an agent or employee of CITY.

COMPANY agrees to indemnify and hold harmless and defend CITY, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from COMPANY's goods and/or services provided in connection with or incidental to this Contract and from any liability arising out of, or resulting from, the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons WHETHER OR NOT ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY THE ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF THE OFFICERS, EMPLOYEES OR AGENTS OF THE CITY.

COMPANY further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licenses, invitees and other persons, as well as their property, while engaged in the delivery of such goods and/or services pursuant to this Contract or while on City's premises where the services are being provided. It is expressly understood and agreed that CITY shall not be liable or responsible for the negligence of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Further, CITY assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premise defects, real or alleged, in the vicinity where such goods and/or services are to be delivered by COMPANY, which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by COMPANY. COMPANY understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of COMPANY, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that CITY and COMPANY will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the COMPANY or CITY, and CITY shall have the right to compromise and defend the same to the extent of its own interests.

VIII. INSURANCE
COMPANY shall provide and maintain, for the term hereof, all such insurance as set forth in the contract documents and it is the responsibility of COMPANY to provide CITY with a Certificate of Insurance, evidencing compliance at the time of execution hereof.

IX. DISCRIMINATION REGULATIONS
COMPANY, in the execution of this Contract and particularly in the employment practices engaged in, agrees that it will not discriminate on the basis of race, color, religion, national origin, sex, age, handicap or disability.

X. NOTIFICATION
All notices and communications required herein shall be personally delivered or mailed to the other party by United States certified mail, return receipt requested. Unless otherwise changed in writing by the respective party, notice intended for COMPANY shall be sent to the COMPANY’s address as shown on COMPANY’s Proposal; notice intended for CITY shall be sent to CITY at the following address:

Mailed notices shall be deemed to have been received three (3) days after mailing.
XI. COMPLIANCE WITH APPLICABLE LAWS

COMPANY 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 COMPANY or the services and/or items to be provided, specifically and not limited to any ethics laws. In particular, COMPANY is put on notice that CITY will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as “Chapter 176”) requiring any person who contracts or seeks to contract with CITY to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning same to CITY in accordance with Chapter 176. Additionally, Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and instructions on filing Form 1295 can be found at the Texas Ethics Commission web site at the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Failure to comply with any applicable laws, including Chapter 176, may result in: i) the forfeiture by COMPANY of all benefits of this Contract; ii) the retainage by CITY of all services performed by COMPANY and iii) the recovery by CITY of all consideration, or the value of all consideration, paid to COMPANY pursuant to this Contract.

XII. SEVERABILITY

If any part of this Contract shall be stricken for any reason whatsoever or found to be invalid or unenforceable, that part will be severed and the remainder of this CONTRACT will continue in full force and effect.

XIII. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Contract, and any other provisions of this Contract which, by their terms, are contemplated to survive (or to be performed after) termination of this Contract, shall survive cancellation or termination thereof.

XIV. 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 contract on behalf of the parties hereto.
IN WITNESS WHEREOF, CITY and COMPANY have executed this Contract in _______ counterparts, each of which shall be deemed an original, the day and year first written above.

CITY OF MESQUITE
(CITY)

By: ________________________________
Cliff Keheley, City Manager

Signature
Printed Name: ______________________

ATTEST:

By: ________________________________
Sonja Land, City Secretary

Acknowledgment
State of Texas, County of Dallas: Before me the undersigned authority on this day personally appeared
__________________________, known to be the person whose name is subscribed to the foregoing document and known to me to be the ________________ (title) of
__________________________ (company name) and acknowledged to me that (s)he executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the _____ day of ________________________, _____.

APPROVED AS TO FORM:

By: ________________________________
City Attorney or designee

Notary Public in and for the State of Texas
ADVERTISEMENT FOR BID PROPOSAL

The City of Mesquite will receive separate sealed bid proposals for the following item at the office of the Manager of Purchasing. Proposals will be received and publicly acknowledged at the location, date and time stated below. Only the name of the proposers responding to this request for proposal shall be read aloud.

RFP NO.: 2016-096
PROPOSAL TITLE: Request for Proposal for Annual Contract for Temporary Personnel Services for Solid Waste
OPENING DATE: August 23, 2016
OPENING TIME: 2:00 P.M.

The Specifications and Bid Proposal Forms may be obtained on and after Thursday, August 4, 2016 in the office of the Manager of Purchasing located in the Municipal Building, 1515 N. Galloway Avenue, Mesquite, Texas mailing address: P.O. Box 850137, Mesquite, TX 75185-0137, or by telephoning: 972-216-6201. Until the final award by the Mesquite City Council, said Council reserves the right to reject any or all bid proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interest of said Council will be realized herein. No bid may be withdrawn for a period of at least forty-five (45) days after the actual date of opening thereof.

A Pre-Proposal Conference will be held at 10:00 a.m. on Wednesday, August 17, 2016 in the Fire Administration Conference Room located at 1515 N. Galloway, Mesquite, Texas 75149. Although it is not required, prospective Proposers are encouraged to attend this conference.

CITY OF MESQUITE

[Signature]
Ryan Williams, Purchasing Supervisor

ADVERTISE: August 4, 2016
August 11, 2016
## Overall Bid Questions

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<th>Question</th>
<th>Answer</th>
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<tbody>
<tr>
<td>There are no questions associated with this bid.</td>
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