



**RFP 15-08
Service Agreement
City of Galveston, Texas**

RFP #15-07

Date: February 20, 2015

Open: March 27, 2015 @ 11AM

Sealed Responses/Proposals, prepared with **one original, one readable media, and five (5) copies** addressed to the Purchasing Supervisor, City Hall, room 302, 823 Rosenberg, Galveston, Texas 77550, will be received until **11:00AM on March 27, 2015** opened immediately in that office in the presence of the City's auditor or a witness from the Finance Department and the Purchasing Supervisor. Any submission received after **11:00AM** on the date specified will be returned unopened, for the following project.

RFP #15-07

The City of Galveston is seeking sealed proposals from qualified firms or individuals providing portable toilet rentals and service including ADA accessible toilets, scheduled cleaning and portable toilet rentals and services to one company

Proposals package

The Request for Proposals, Attachment 1, any Specifications/line Item Details, and the Proposal Sheet are all considered part of the proposal package. Proposals must be submitted on the forms provided by the City, including the Proposal Sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) will disqualify the submittal from being considered by City Council. Any individual signing in behalf of the submitter expressly affirms that he/she is duly authorized to tender the proposals and to sign the Proposals Sheet/contract under the terms and conditions in this proposal. Submitter further understands that the signing of the contract shall be of no consequence unless the proposals are subsequently awarded and the contract properly executed by City Council.

Note: proposals must be submitted on the forms provided herein. The proposals sheet, tax statement, nepotism statement, non-collusion statement, and any other forms marked as needing to be returned must be completed, signed and witnessed as required or the submittal is non-responsive.

Envelopes will be sealed and marked with the Request for Proposal number and opening time on the outside bottom left corner to avoid the opening before the prescribed time.

Proposals sent by facsimile (fax) machine shall be rejected as being non-responsive specifications.

In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed to:

Tifney M Scott
Purchasing Supervisor

E-mail address: scotttif@cityofgalveston.org

****The Subject Line should read: Portable Toilets
Questions must be received by 5:00 PM March 9th, 2015**

PreBid

There will be a pre pre proposal meeting on Tuesday, March 3, 2015 at 3:00PM in Rm 100 – City Hall, 823 Rosenberg, Galveston TX. The meeting is not mandatory but highly recommended.

Restrictive or ambiguous specifications

It is the responsibility of the prospective submitter to review the entire packet and to notify the Purchasing Office if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or procedures must be received in the Purchasing Office not less than seventy-two hours prior to the submission deadline. Submitters are to respond as specified herein or bid an approved equal.

Modification of proposals

A submitter may modify a response by letter at any time prior to the submission deadline. The modification letter must be received prior to the submission deadline. Alterations made before opening time must be initialed by the submitter guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any supporting data required will be accepted at any time prior to City Council's consideration of the response.

Award of contract

By submitting proposals, the submitter agrees that if their submission is accepted by City Council, they will furnish all items and services upon which prices have been tendered and upon the terms and conditions in the proposals and contract.

Contractor shall submit to the City, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under the required insurance schedule of the Request for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance have been approved by the City of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Galveston.

Evaluation Process

All submissions will be examined by an evaluation committee. The committee will evaluate all submissions based on the specifications written in the actual scope of services. If any specifications should conflict with anything stated in the Invitation for Proposals, the specifications in the actual scope of services shall control except for indemnity provisions.

NOTE: The City of Galveston's decision will rely heavily on the Responders ability to comply with the State of Texas requirements provided in that document entitled: "Request For Proposals For Qualified Grant Administrators Relating to Federal Disaster Declaration – DR-1791-TX." A copy of those relevant portions are attached and incorporated herein for review.

Proposals that do not conform to the instructions given or which do not address all the services as specified may be eliminated from consideration. The City of Galveston, however, reserves the right to accept such proposals if it is determined to be in the City's best interest to do so.

The City of Galveston may initiate discussions with vendors. Discussions may not be initiated by vendors. The City of Galveston expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer. Vendors shall not contact any City of Galveston personnel during the RFP process without the express permission from the City's Purchasing Agent. The City of Galveston Purchasing Agent may disqualify any vendor who has made site visits, contacted City of Galveston personnel or distributed any literature without authorization from this office.

- a. Contract fees are to be negotiated between CITY and the selected grant administrator based on fixed rates or itemized pricing maximums as provided in Exhibit B the "Itemized Pricing for Local Project Delivery Expenses". If agreement of fees and terms cannot be

achieved with selected firm, negotiations shall commence with the alternate firm selected by the CITY, and the process repeated.

- b. Upon successful negotiations, City will execute a contract with the selected administrative firm. The Scope of Work in the final executed contract between CITY and the selected administrative firm will be further defined based on the funded CITY projects and will be made a part of the contract.

All correspondence relating to this RFP, from advertisement to award, shall be sent to the City of Galveston's Purchasing Department. All presentations and/or meetings between the City of Galveston and the vendor relating to this RFP shall be coordinated by the City of Galveston Purchasing Department.

No award can be made until the City of Galveston City Council approves such action.

Submission of a proposal implies the vendor's acceptance of the evaluation criteria and vendor recognition that subjective judgments must be made by the evaluating committee.

Non-discrimination:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Responsibility

The City must decide whether or not the responder has the strengths to be granted an award. Certain criteria must be met such as: financial stability, capability and capacity. History of past litigation due to lack of performance may be considered but not necessarily used as a determining factor.

The award will be made to the submitter who is determined to be the best able to fulfill the requirements as set out in the specifications.

Contract term

The term of the resultant contract will begin on the date of execution by City Council and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

Re-appropriation of Budget Items

The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify responder in writing of this reduction. Responder shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

Force Majeure

If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then

the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

No commitment by the City of Galveston

This Request for Proposals does not commit the City of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a submission to this request, or to procure or contract for services or supplies.

Change Orders, as per Texas Local Government Code section 252.048

- (a) If Changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed, the governing body of the municipality may approve change orders making the changes.
- (b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- (c) If a change order involves a decrease or an increase of \$15,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change order.
- (d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

Appropriation of Funds

The City of Galveston may establish an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the responder's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

Confidentiality of information in proposals

Pursuant to State law, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps them secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

Exception to proposals

The submitter will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to proposal conditions", and will be attached. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Changes in specifications

If it becomes necessary to revise any part of this Request for Proposals, a written notice of such revision will be provided to all submitters. The City is not bound by any oral representation(s), clarification(s), or changes made in the written specifications by the City's employees, unless such clarification or change is provided to submitters in a written addendum from the Purchasing Supervisor.

Protest

Any actual or prospective submitter who is allegedly involved with the solicitation or award may protest. The protest must be submitted in writing to the City of Galveston's Purchasing Supervisor within three working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Supervisor will promptly issue a decision in writing to the protesting party.

All protest lodged by potential or actual responders must be made in writing and contain the following information:

1. Name, address and telephone number of the protestor.
2. Identification of the solicitation or contract number and time.
3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
4. Identification of the issue (s) to be resolved and statement of what relief is requested.
5. Arguments and authorities in support of the protest.
6. A statement that copies of the protest have been mailed or delivered to all interested parties in the invitation to bid or request for proposals process. In the case of Requestffor Proposals, the City of Galveston Purchasing Supervisor shall ask the protester to mail or deliver the protest to relevant parties.

The City of Galveston's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the City of Galveston will be final.

Proof of insurance

The successful submitter agrees to maintain certain types of insurance protection throughout the duration of the project. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best rating of a B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are to be followed as listed below. Any variance from these requirements must be denoted in writing and included as exceptions to the proposals specifications.

Required insurance

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**"

- b. Professional Liability insurance - The Contractor shall maintain in full force and effect a professional liability insurance policy which provides coverage in an amount not less than

\$2,000,000 per occurrence and \$2,000,000 aggregate. Said insurance policy provides coverage to the City for any damages or losses suffered by the City as a result of any error or omission or neglect by the Contractor which arises out of the professional services required by this Agreement

Pursuant to Sec. 2-341 of the City Code, the City has made the following Declaration of policy

It is the policy of the City of Galveston to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all City of Galveston contracts. The purpose and objectives of this article are to:

1. Increase the capacity of local M/WBE's to provide products and services.
2. Increase the opportunities for local M/WBE's to expand their business with the city and other public and private sector business entities.

Provided, however, nothing herein shall require the city to award contracts for services or procurements to a M/WBE which is not otherwise qualified.

Additionally The City of Galveston has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

Laws

Responders must comply with all Federal, State, and local laws and regulations.

Withdrawal of proposals

Submitters may request withdrawal of sealed proposals prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Supervisor in writing. No proposals may be withdrawn for a period of sixty calendar days after the opening.

The City of Galveston reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any submission, and to accept the proposals, which, in its discretion, is in the best interest of the City of Galveston. In case of ambiguity or lack of completeness in stating the prices in any proposals, the City reserves the right to consider the most advantageous proposals thereof.

The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

Indemnity clause

IN ACCORDANCE WITH STATE LAW, THE CONTRACTOR AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE CITY OF GALVESTON, TEXAS, ITS EMPLOYEES, OFFICIALS, AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LAWSUITS, PROCEEDINGS, JUDGMENTS, OR LIABILITIES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF ANYONE UNDER THE CONTRACTOR'S SUPERVISION OR CONTROL.

IN THE EVENT OF ANY CAUSE OF ACTION OR CLAIM ASSERTED BY A PARTY TO THIS AGREEMENT OR ANY THIRD PARTY, THE CITY WILL PROVIDE THE CONTRACTOR WITH TIMELY NOTICE OF SUCH CLAIM, DISPUTE OR NOTICE. THEREAFTER, THE CONTRACTOR SHALL AT ITS OWN EXPENSE, FAITHFULLY AND COMPLETELY DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL LIABILITIES ARISING FROM THIS CLAIM, CAUSE OF ACTION, OR NOTICE.

IF THE CONTRACTOR SHOULD FAIL TO SO SUCCESSFULLY DEFEND, THE CITY MAY DEFEND, PAY OR SETTLE THE CLAIM OR OTHER CAUSE OF ACTION WITH FULL RIGHTS OF RECOURSE AGAINST THE CONTRACTOR FOR ANY AND ALL FEES, COSTS, EXPENSES, AND PAYMENTS, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND SETTLEMENT PAYMENTS, MADE OR AGREED TO BE PAID IN ORDER TO DISCHARGE THE CLAIM, CAUSE OF ACTION, DISPUTE OR LITIGATION.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND CITY OF GALVESTON, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY OF GALVESTON FROM CONSEQUENCES OF CITY OF GALVESTON'S OWN NEGLIGENCE, WHEN THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY OF GALVESTON UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. CONTRACTOR ASSUMES NO LIABILITY FOR THE SOLE NEGLIGENCE OF CITY OF GALVESTON, ITS OFFICERS, AGENTS, OR EMPLOYEES.

Provision to be applied if Indemnity is Void

If the foregoing indemnity provision is found void for any reason, and only in that case, then the parties agree that if any claim or suit for damages of any nature arising out of or occasioned by Contractor's breach of any of the terms or provisions of this Contract or by any negligent act or omission of Contractor, its officers, agents, associates, employees or subcontractors, then Contractor will be obligated to pay for the legal defense of the City, its officers, agents and employees against such claim or suit (including the costs and expenses associated with that defense). It is additionally expressly agreed that any payment due as a result of any successful claim or lawsuit shall be paid by the party or parties found liable in the proportion of liability found against that party after the matter has been finally litigated or, alternatively, in the proportion agreed upon by the parties if the matter is settled. This provision does not waive any immunity or defense available to either party under Texas law. The provisions of this Paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

This agreement is binding upon and is to inure to the benefit of the parties, their successors, assigns, and personal representatives.

City of Galveston
Department of Finance
Purchasing Division

**INVITATION FOR PROPOSALS SHEET
RFP #15-07
CITY OF GALVESTON, TEXAS**

Having read and understood the instructions, terms, conditions and specifications, we submit the following:

Witness

Company Name

**Date
Signature**

Authorized Representative

Printed Name

Title

Correspondence Address

Remit Address

City, State, Zip Code

City, State, Zip Code

Tax Identification Number (Tin/Fien/Ssn)

Telephone Number

Fax Number

Email address

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED
ATTACHMENT A – “PROPERTY TAXES STATEMENT”**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING
SUPERVISOR DEEMING SUBMISSION
“NON-RESPONSIVE.”**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that
owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property
taxes to the City whether an assumed name, partnership, corporation, or
any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Bidder's Printed or Typed Name

Bidder's Signature

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT B – “NEPOTISM STATEMENT”

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR SUBMISSION “NON-RESPONSIVE.”

The Submitter or any officer, if the Submitter is other than an individual, shall state whether Submitter has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Submitter is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Submitter is **NOT** an individual:

_____ The officers of the company submitting are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer:

Employee and title of City Official or Employee:

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

ATTACHMENT C –“NON-COLLUSION STATEMENT”

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THESE PROPOSALS IN COLLUSION WITH ANY OTHER SUBMITTER, AND THAT THE CONTENTS OF THESE PROPOSALS AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSALS HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THESE PROPOSALS.

VENDOR _____

ADDRESS _____

PHONE _____

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

POSITION WITH COMPANY _____

**SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID** _____

**COMPANY OFFICIAL
(PRINTED NAME)** _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

THE CITY OF GALVESTON, TEXAS

DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN PAYMENT OF PROCUREMENT.

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED



CITY OF GALVESTON

Section I - Introduction

Overview of the Request for Proposals

The City of Galveston (City) is seeking proposals from qualified firms or individuals providing portable toilet rentals and service, including ADA (Wheelchair) accessible toilets, scheduled cleaning and portable wash basins. The firm or individual will provide portable toilet rentals and services within the city limits. The City is considering franchising the portable toilet rentals and services to one company. Therefore, it is soliciting proposals from qualified companies interested in providing this service.

This RFP covers all portable toilet rentals and service, including ADA (Wheelchair) accessible toilets, scheduled cleaning and portable wash basins within the City of Galveston city limits. The term of the Agreement will commence on June 1, 2015 and will continue for three years. It may be extended by the City for two consecutive years for a total of five years

Organization of RFP

This RFP is organized into the following sections:

Section I summarizes the City's goals and objectives, describes the City's rights concerning the procurement process, and presents the procurement schedule.

Section II presents the scope of requested collection, processing, and disposal services.

Section III describes the proposal submittal process.

Section IV outlines the proposal submittal requirements.

Section V describes the type of criteria that may be used to evaluate proposals.

City's Goals and Objectives

The City is interested in receiving proposals from companies that have demonstrated experience initiating and providing portable toilet rentals and services described in this RFP, under a franchise agreement with a community comparable to the service area(s) described in Section II of this RFP. The City seeks contractors who place a high priority on customer service.

The City's goals for this service are as follows:

- Maximize the quality of services provided to customers
- Minimize street impact from collection vehicles
- Protect the health and safety of its citizens
- Receive a franchise fee from contractor

Rights Reserved by the City

The City reserves the right, in its sole discretion, to pursue any or all of the following actions concerning this RFP:

- Permit the timely correction of errors and waive any informality or minor irregularity from the RFP
- Issue addenda to the RFP
- Request additional information and/or clarification from the proposers
- Extend the deadline for submitting proposals
- Withdraw this RFP
- Reject any or all proposals
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate or misleading information; proposals not submitted with the proper quantity of copies; proposals not submitted with proper deposit; proposals submitted after the

deadline; or proposals with other process or content errors or deficiencies

- Select the proposal(s) that might not offer the lowest cost, but in the judgment of the City, are nevertheless deemed to offer the best value for the public and City
- Solicit subsequent requests for best and final offers
- Negotiate for modification of any proposal, with mutual consent of proposer
- Award the Agreement to one or more proposers
- Award the Agreement to a proposer(s) without further discussion or negotiation
- Re-advertise for proposals or issue subsequent requests for proposals for the same, similar, or related services
- Amend the draft Agreement
- Amend the Galveston Municipal Code
- Take any other action it deems in the best interest of the City, its residents, and businesses

General RFP Agreements

This RFP shall not be construed by any party as an agreement of any kind between the City and such party. Any award of a contract shall be subject to the approval of the City Council.

This RFP does not obligate the City to accept any proposal, negotiate with any proposer, award an Agreement, or proceed with the development of any project or service described in response

to this RFP. The City has no obligation to compensate any proposer for its expense of preparing its proposal and participating in this procurement process.

Submission of a proposal shall constitute acknowledgment, acceptance of and commitment to provide the proposed services in accordance with all the terms and conditions contained in this RFP, its attachments, addenda, or clarifications and the draft franchise agreement, unless an exception to particular terms and conditions is expressed in writing in the proposal. The proposals are to be firm for a period of 180 days from the date the proposal is submitted. Proposals may not be altered after submittal, except in response to City's request for clarification.

The City shall have the right (but not the obligation) to perform an investigation and review of each proposer's ability to perform the work required. Each proposer must agree to cooperate with such investigation. Such cooperation by proposers shall include, but not be limited to, the verification of the proposer's capability and experience in the provision of services and any other component of work that may be required under this procurement.

The City hereby notifies all proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract related to the provision of services under the Agreement on the

basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

The City makes a concentrated effort to ensure any addenda issued relating to this RFP is distributed to all interested parties. It shall be the proposer's responsibility to inquire as to whether any addenda to the RFP have been issued. Upon issuance by the City or its consultant, all addenda are part of the proposal. Signing the proposal signature form, Attachment 3, shall constitute acceptance of all addenda.

Section II - Scope of Requested Services

The City is requesting proposals to provide portable toilet rentals and services including scheduled cleaning of the portables toilets and portable wash basins within the City of Galveston city limits commencing June 1, 2015, for a period and will continue for three years. It may be extended by the City for two consecutive years for a total of five years.

Scope of Service

The franchised collection contractor shall have the right to provide portable toilet rentals in the City-defined service areas, except for those materials described in Section 4.2 of the Agreement. The franchised collection contractor shall dispose of all solid waste at the City of Galveston's Main Wastewater Treatment Plant located at 5200 Port Industrial Blvd, or as otherwise specified by the Director of Public Infrastructure.

City Fees

In consideration of the exclusive rights provided to contractor, contractor shall pay franchise fees to the City each month equal to the amount 8% of its gross receipts measured by the portable toilet collection service fees and revenues collected and other income from any source derived from the operation of the portable toilet collection service, within the city jurisdiction.

Subcontractors

Contractor(s) may enter into agreements with subcontractors to provide services requested in the RFP subject to the prior written consent of the City. Agreements with the subcontractor must meet the requirements of the level and type of insurance specified in Section 12.4.9 of the Agreement. Contractor(s) shall designate the City as a pre-approved assignee of any subcontracts.

Municipal Code Revisions

The changes to the existing collection arrangements proposed by the City may require the revision of the City's Municipal Code. It is anticipated that the Municipal Code will be revised before the execution date of the Agreement.

Section III - Proposal Submittal Process

Companies submitting proposals to the City shall follow the procedures described in this Section and the procedures included in subsequent clarifications or addendums to this RFP, which are issued by the City.

Each proposer shall carefully examine each term of this RFP and Agreement; and each proposer shall judge all the circumstances and conditions affecting his/her proposal. Failure on the part of any proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the proposer did not understand the conditions of this RFP or claim excuse from performance.

The proposer shall comply with all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

Please note that at no time shall proposers, or their agents, have contact with City staff or elected officials regarding this procurement process.

Step One – Written Questions

The City directs proposers to submit all questions and requests for information in writing to the Purchasing Supervisor. Therefore, any questions, requests for clarification, or requests for additional information regarding the RFP should be submitted via email to the Purchasing Supervisor

Step Two – Pre-Proposal Meeting and Subsequent Questions

A pre-proposal meeting will be held at City Hall, Room 100 on March 3, 2015 at 3:00PM. The City may, but is not obligated to, accept proposals received from proposers who do not attend the pre-proposal meeting.

Proposers shall submit written questions related to the RFP and Agreement prior to the pre-proposal meeting via email to the Purchasing Supervisor as described in step one. In addition, oral and written questions will be accepted at the pre-proposal meeting.

As appropriate, preliminary oral responses will be provided at the conference. Written responses to all questions will be provided as soon as possible subsequent to the pre-proposal meeting. In the event of any inconsistencies between oral and written responses, the written responses shall govern. Additional questions may be submitted up to March 9, 2015. Written requests for clarifications will be responded to in writing and shared with all interested proposers of record via addendum posted on the website. The City will endeavor to provide all responses to proposer questions and all addenda to this RFP no later than March 16, 2015.

Step Three – Proposal Submittal

Proposers shall submit five double-sided copies and one unbound double-sided production-ready copy of the complete proposal in three-ring binders. In addition, electronic media (i.e., CD, DVD, flash drive, etc.) containing an electronic copy of all completed rate and proposal forms (i.e., forms provided in Attachment 6), in Microsoft Excel format, shall be submitted in a sealed package. Included in the electronic media should be a Microsoft Word compatible electronic “redline/strikeout” version of the draft franchise agreement noting each and every exception taken and suggesting replacement contract language, if any. Only one copy of permit documents (2nd bullet of Item 2.3.2 in Section V) must be submitted. Proposals must be printed on 100% post-consumer recycled-content paper and copies must be double-sided. All pages shall be numbered.

The package shall be sealed and clearly labeled:

PROPOSAL FOR PORTABLE TOILET RENTALS

RFP #

FROM:

Name of Proposer: _____

Address:

Contact Person:

Telephone Number: _____

Fax Number:

E-mail:

The proposal may be mailed or hand delivered to:

**Office of the Purchasing
Supervisor City of
Galveston
823 25th Street Room 306
Galveston, TX 77550**

All proposals must be received prior to 11:00AM on March 27th, 2015. All proposals received will be opened and recorded at that time. The time clock in the City’s Purchasing Division will be the official clock for documenting the time of proposal submittal. Postmarks will not be accepted as proof of receipt.

Proposals must be accompanied by a \$25,000.00 proposal surety in the form of a cashier’s or certified check or bidder’s bond, payable and acceptable to the City of Galveston. The proposal surety shall be submitted with the proposal(s) in a separate, clearly labeled envelope. The purpose of the proposal surety is to guarantee that the successful proposer will execute an Agreement with the City. If the selected proposer does not execute an Agreement within 30 calendar days after receiving notice of the award of Agreement, the City shall keep the proposal surety to offset the potential cost associated with identification

of an alternate service provider and schedule delays. Proposal sureties will be returned to all proposers no later than 10 days after the execution of an Agreement with the successful proposer, or after rejection of all proposals.

Proposals received by the City shall become the property of the City and are subject to public disclosure. Note that all rate and cost proposal information shall become property of the City and subject to public disclosure as this information is necessary for the City Council to evaluate the value of proposals.

Step Four – Clarification of Proposal Information

Proposers may be asked to clarify information through writing, interviews, or site visits with City staff or its consultant. Proposers shall cooperate with the City's request for such clarification. Proposers who do not cooperate with or who provide incomplete or ambiguous responses to requests for clarification may be deemed non-responsive.

Step Five – Proposal Evaluation

The City will review all proposals that are deemed to have met the minimum qualifications of this process and are responsive to the requirements of this RFP. This evaluation will be based on the criteria described in Section VI of this RFP.

An evaluation panel will be convened for the purposes of this RFP process. The City's evaluation panel will involve, at least, one representative from a City Department with no direct interest in the service(s) being requested by this RFP. The City may also include representative(s) from outside the City organization which may include attorneys, consultants, and/or employees from other Agencies.

A recommendation of selection of contractor(s) will be based on: proposed collection fees, qualifications of the respondent and references. A discussion of the relative strengths and weaknesses of each proposer regarding their qualifications and technical proposal will also be part of the consideration. This is not an inclusive list.

Step Six – City Council Selection of Preferred Proposers

The City Council will consider the recommendation of the evaluation panel. Based on those recommendations and the City Council's determination of the best value to the City, the City Council will direct staff to either execute the Draft Franchise Agreement as written or negotiate the final terms with specific proposers. The City Council may also determine that there is not sufficient value provided to the City by franchising the portable toilet rentals and may reject all proposals.

Step Seven – Negotiations

Based on the direction of the City Council, the City may enter into negotiations with one or more proposers for each service area. The scope of these negotiations shall be limited to those items identified by the proposer as exceptions to the Draft Franchise Agreement but may be expanded by the City Council to include other items that improve the value provided to the City.

Should any preferred proposer be unable to execute an agreement with the City within 30 days of the City Council’s selection of a preferred proposer, the City may terminate negotiations with that proposer and enter into negotiations with one or more back-up proposers.

Proposed Timeline – ALL dates * are tentative and subject to change without notice to proposer

Prebid:	Tuesday March 3rd at 3PM
Questions Deadline:	March 9 th at COB
Addendum:	March 13 th
Proposals due:	March 27 th
Shortlist	Week of April 6 th *
Interviews	Week of April 13 th *
Council Approval	April 23 rd *
Contract	May *

Section IV - Proposal Requirements

This section includes an outline for the proposal as well as a description of the specific information to be included in each section of the proposal. At a minimum, the proposer is to provide all information required in this section as part of its proposal. Proposals should focus on demonstrating the proposer’s ability to fulfill the obligations of the Agreement. The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet.

Proposal Outline

The following outline shall be used by proposers when completing their proposals:

- i. Title Page
- ii. Cover Letter including company name, address, contact name, phone number, fax number, and e-mail address, signature of the designated representative authorized to bind the proposing company
- iii. Table of Contents

1.0 Company Description

1.1 Business Structure

1.2 Description of Proposer's Experience

1.3 Description of Proposer's Service Implementation Experience

1.5 Financial Information

1.5.1 Financial Statements

1.5.2 Financing Plan

1.6 Key Personnel

1.7 Billing

1.8 Price Proposal shall include pricing for all services. Pricing shall be inclusive unless indicated otherwise on a separate pricing sheet. The proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized.

1.9 References

2.0 Proposal Signature Page

3.0 Addenda Signature Pages

1.0 Company Description

1.1 BUSINESS STRUCTURE

State that proposer is authorized to do business in Texas.

Identify the legal entity(ies) that would execute the Agreement. State whether each entity is a sole proprietorship, partnership, corporation, or joint venture. Describe in detail the relationship of the proposer to the entity that will execute the Agreement. If the proposer is a joint venture, describe where (if at all) the entities have collaborated before.

State the number of years the entity(ies) have been organized and doing business under this legal structure. Proposal should include all the names of proposer's (and executing entities' if different than proposer's) owners/stockholders with greater than a 10% holding and creditors owed a debt greater than 10% of the company's total assets.

Identify other entities with common ownership and/or management.

1.2 DESCRIPTION OF PROPOSER'S EXPERIENCE

Describe the proposer's experience in providing similar services to three to five jurisdictions in Texas. The jurisdictions described should be of similar size and demographics to the service area of the City. Proposers without municipal franchise experience will not be disqualified solely on that basis, however that lack of experience will be considered in the evaluation of proposer qualifications. The services provided to

reference jurisdictions should be similar to those being procured through this RFP. The description shall include:

The service performed (i.e., portable toilet rentals and services);

The jurisdiction where the activities were performed and commencement date of the agreement;

The name, address, and telephone number of each jurisdiction representative responsible for administering the agreement;

The number of customers served, tons collected, and number of vehicles dispatched per day.

1.3 DESCRIPTION OF PROPOSER'S SERVICE IMPLEMENTATION EXPERIENCE

Describe how the proposer has previously handled the specific requirements for the procurement of vehicles and personnel, training of personnel, transition of billing and fee collection services, determination of routes and operating procedures, delivery of containers, public education, and the preparation of procedures to ensure a smooth transition from one company to another and one type of service to another.

Include descriptions of solutions to common problems that occur during implementation (e.g. inaccurate customer lists, lack of coordination of the removal and replacement of portable toilets, service day changes, missed accounts at the beginning of a contract, large number of customer calls in the beginning of the contract, etc.). Include descriptions of any other problems and solutions from previous initiations of contracts.

Also, include a minimum of three references for jurisdictions for which the proposer has initiated a new portable toilet rental contract and/or new portable toilet services. Describe the number of accounts for each reference. List the problems that occurred during the implementation of the new contract and solutions implemented to solve the problems.

1.4 INFORMATION REGARDING LITIGATION, REGULATORY ACTIONS, AND PAYMENT OF LIQUIDATED DAMAGES

Describe all past and pending civil, legal, regulatory, and criminal actions now pending or which have occurred in the past 10 years against key personnel (as identified by the proposer in Section 1.6), proposing entity, and all subsidiaries owned by proposing entity. List the amount of liquidated damages the proposing entity has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages.

Proposer shall also describe all extraordinary events including: criminal wrong-doing; forfeitures; payment of fines, liquidated damages, or assessments greater than \$1 Million; or, any indictment or conviction involving (directly or indirectly) a public agency or representative.

Section V - Proposal Evaluation Criteria

The City will review and evaluate all proposals after deemed responsive. To receive proper consideration, the proposal must meet the requirements of this RFP. The evaluation process will provide credit only for those capabilities and advantages that are clearly stated in the written proposal(s). In other words, advantages that are not stated will not be considered in the evaluation process.

Proposers whose proposals include a significant failure to comply with the RFP may be dropped from the evaluation process.

The City’s evaluation process will involve at least one representative from a City Department with no direct interest in the service(s) being requested by this RFP and a representative from the City’s Purchasing Division. The City may also include representative(s) from outside the City organization which may include attorneys, consultants, and/or employees from other Agencies.

It is the intent of the City to objectively evaluate the proposals received. The assignment of a score to a particular qualitative element is necessarily subjective and may result in a range of scores from different evaluators. The City currently anticipates using the following weighted evaluation criteria in that evaluation process. The City Council may, at its sole discretion, adjust the weighting of each of the criteria at any time or consider other factors.

Criteria	Maximum Score	% of Total
Responsiveness to RFP	Pass/Fail	N/A
Financial Stability	Pass/Fail	N/A
Proposer Qualifications	60	15%
Technical Proposal for Services	60	15%
Service Reliability/Sustainability	20	5%
Ability to Enforce Franchise Terms	20	5%
TOTAL QUALITATIVE SCORE	160	40%
Cost and Rate Proposal	240	60%
TOTAL MAXIMUM SCORE	400	100%

Note that when the City evaluates the rate and cost proposals, the City will examine the reasonableness of the rates and costs; and, for comparison purposes, the City will estimate annual gross rate revenues for each based on the current customer base. In addition, the City may estimate the gross rate revenues (as a net present value amount) that may be generated

over the term of the Agreement making reasonable assumptions regarding changes in employment cost index, producer price index, consumer price index, disposal fees, and processing fees and use the estimated net present value gross rate revenues to compare proposals.

Any award shall be based on the proposals judged as providing the best value in meeting the interest of the City and the objectives of the project.

The City reserves the right to make the selection of proposer(s) based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.