THE CITY OF EDINBURG

NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **, Monday, February 03, 2014**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2014-68
PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIALS

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of:

LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Ramiro Gomez, Director of Solid Waste Management, at (956) 381-5635.

If Hand-delivering Bids: 415 West University Drive,
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
c/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG
INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the **PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIALS** for the City of Edinburg.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL,**" and one (1) copy marked "**COPY**". Each bid must be completely filled out and **SUBMITTED IN ORIGINAL FORM**, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas 78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SALES TAX

State sales tax must not be included in the bid.

INSTRUCTIONS TO BIDDERS (Continued):

SUBSTITUTIONS
No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE
If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS
Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE
Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY
Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY
When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING
Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME
The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD
The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS
Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE
The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all

INSTRUCTIONS TO BIDDERS (Continued):

royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-1895) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIALS as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INSTRUCTIONS TO BIDDERS (Continued):

RIGHT TO WAIVE
City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING
Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN
The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID
The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION
Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS
Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS
In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT
The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE
Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

INSTRUCTIONS TO BIDDERS (Continued):

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

AWARD

For purposes of this project, award will be contingent on approval of budget.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

BID BOND INFORMATION

If the contract amount is over twenty-five-thousand dollars ($25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

CITY OF EDINBURG
REQUEST FOR BIDS FOR
PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIALS

BID NO. 2014-68

BID OPENING DATE: February 03, 2014 at 3:00 p.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIALS :

GENERAL REQUIREMENTS AND AGREEMENT FOR PROCESSING, MARKETING AND SALE OF RECYCLABLE MATERIALS:

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

PROCESS, MARKETING AND SALE OF RECYCLABLE MATERIALS

SECTION I. GENERAL TERMS AND CONDITIONS

City of Edinburg (COE) Department of Solid Waste Management, hereinafter referred to as the City, seeks offers in response to this Bid Request (BID) from entities qualified and experienced in recyclable materials processing and marketing services to accomplish the following: receiving, sorting, processing, storing, marketing, selling, and transporting of recyclable material collected from the City's Drop Off Center, Commercial Recycling Collection Program and office recycling programs.

ADDITIONAL INFORMATION: COE is requesting that BID's be routed to: City Secretary, at 415 West University Drive, Edinburg, Texas 78541.

CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with COE, shall file a completed conflict of interest questionnaire with COE Secretary not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with COE; or (2) submits to COE an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with COE. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed, executed conflict of interest questionnaires may be mailed or delivered by hand to the CitySecretary's Office. If mailing a completed conflict of interest questionnaire, mail to: City Secretary's Office, P.O. Box 1079, Edinburg, TX 78539. If delivering a completed, executed conflict of interest questionnaire, deliver to: City Secretary's Office, City of Edinburg City Hall, 415West University Dr., Edinburg, TX 78540. Bidders should contact its own legal counsel with any questions regarding the statute or form.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC SUBMISSION OF BIDS: City of Edinburg's City Secretary Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. COE will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:COE reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Bid Request (BID) packet and to notify COE Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in COE Secretary Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

BID DELIVERY: COE requires submitters, when hand-delivering statements of qualifications, to have a City of Secretary Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES: COE reserves the right to waive minor informalities or technicalities when it is in the best interest of COE.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of COE.

TERM The initial term of the contract shall be for one year from date of award to September 30, 2014, with an option to renew for two additional one-year terms at the discretion of the Edinburg CITY Council.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a bid:

- To examine thoroughly the contract documents and other related data identified in the bid documents.
- To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
- To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.
- To promptly notify COE Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

TERMINATION: COE has the authority and express right to terminate any Agreement awarded under this BID or any Work Order resulting from the Agreement at any time during the term of the Agreement for any reason, including but not limited to, instances where COE finds that the Contractor's work is negligent, not satisfactory, with or without cause, or not in accordance with the Agreement requirements.

SECTION II. BID REQUIREMENTS

PURPOSE: The intent of this Bid Request and resulting contract is to obtain bids from entities qualified and experienced in recyclable materials processing and marketing services to accomplish the following: receiving, sorting, processing, storing, marketing, selling, and transporting of recyclable material.

BID REQUEST: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any COE limitations will result in disqualification of the submitted BID

SECTION III.GENERAL SCOPE OF SERVICES AND INFORMATION

The Bidder shall perform and/or arrange all tasks pertaining to these tasks which will include, at a minimum, receiving, sorting, processing, storing, marketing, selling, and transporting (if necessary) recyclable materials collected by the City. These services shall commence only with the executed contract. This BID specifically excludes collection services. The scope of work is as follows but is not limited to:

SERVICES:

1. The Bidder shall comply with all applicable Texas Commission on Environmental Quality (TCEQ), and other state, local, and federal laws and regulations pertaining to the provision of the services detailed in this BID. Bidder shall avoid those practices that create a perception of nuisance to citizens such as odors, noise and litter.

RECYCLING COMMODITIES:

1. Under the City's Recycling Program, City Recycling Collection crews receive and collect the recycling commodities below that must be processed, marketed, and sold.
2. Newsprint: Also referred to as old newspaper (ONP), shall include newspaper and advertising supplements and other paper grades as delivered to local subscribers of newspaper distributed in THE Edinburg area.
3. Mixed Paper: Includes magazines, junk mail, paperboard and telephone directories.
4. Sorted Office Paper: Shall mean high grade paper from offices such as computer paper, sorted white ledger, copier paper and office stationary.

5. Old Corrugated Containers (OCC): Includes boxes with unbleached and unwaxed paper with ruffled liners.

6. Glass: Includes household glass containers, bottles and jars, including amber, flint, green, mixed and/or crushed glass

7. Tin, Steel, and Bi-Metal Containers: Includes food, beverage, nonfood and aerosol cans made of mixed metal, such as tin and steel.

8. Used Aluminum Beverage Cans (UBC): Consists of household beverage cans made of aluminum.

9. Plastics: Includes plastic bottles, containers and packages made from various resins including PETE, HDPE, and other plastics, codes #1 and #2.

Please note that the City does not require customers to flatten plastic, metal and aluminum containers. In addition, plastic bags, labels, lids, nozzles and metal neck rings may also be present in the recyclable materials delivered to the processing facility.

QUANTITIES:

Based on the City's collection figures since implementing from all of its recycling operations, the FY 12/13 projection is approximately 1058 tons. The FY 12/13 projected tonnage of each commodity collected (including residual material) is listed belowin Table 1.

Staff has noted that due to the array of different service options, estimates were utilized as minimum amounts for this BID. Actual quantities vary significantly and are dependent on yearly service requests.

TABLE 1

ESTIMATED WASTE CATEGORIZATION

Recycling Commodity	*Estimated Annual Tonnage*	*Estimated Percentage*
Newsprint (ONP)	103	9.63
Old Corrugated Containers (OCC)	360	33.64
Mixed Paper	280	26.17
Hard Book Cover (CBS)	210	19.63
Used Aluminum Beverage Cans (UBC)	9	.84
Tin, Steel, Bi-metal	9	.84
PETE	35	3.27
HDPE	22	2.06
Glass	42	3.93
Total	1070	100%

Table Notes:
1. The above figures cannot be interpreted as a guarantee of future quantities to be collected by the City.

1. On a semi-annual basis, the Bidder shall conduct audits to determine the contamination rate, estimated tonnages and percentages of each recycling commodity noted in Table 1 for the City's recyclable materials delivered to the processing facility. A representative of the City will be present during the audits. These audits will be performed at no additional charge to the City as part of this contract.

2. In addition, the City expects the Bidder to provide feedback as needed to the City regarding contamination including the general types of contamination found and the specific truck numbers in the recyclable materials delivered.

3. The City reserves the right to add or delete recycling commodities at any time during the term of this contract and any extensions. Modifications may be made by the City to the recycling program for the purpose of optimizing

operational efficiencies, increasing the quantities of recyclable material collected, and for any other beneficial or economical reason(s).

PROCESSING AND MARKETING OF MATERIALS:

The Contractor shall provide all labor, services, equipment, and other resources necessary to accept, process, and market the recyclable materials collected at the recycling center. The Contractor will provide a list of acceptable recyclable materials at the beginning of the initial contract term and it must include, at a minimum, corrugated cardboard, mixed paper, newspaper, plastic containers, metal cans, and glass containers as defined in the definitions section of the scope of work. Any changes to this list shall be made in writing to the City for consideration and approval.

Facilities: The Contractor shall identify in the bid documents the Material Recovery Facilities (MRFs) to which the collected recyclable materials will be delivered and all MRFs must be approved by the City prior to the beginning of the contract.The Contractor shall provide the City with the name, telephone number, point of contact, facsimile number, address, operating hours, and delivery procedures for each facility that will be receiving recyclables from the recycling center. The City reserves the right to inspect the MRF(s) at any time while performing under the terms of this contract and to reasonably reject any MRFs selected by Contractor.

Each City-approved facility must hold applicable permits and be licensed to operate as a MRF or a transfer site. Contractor's facility will be available to accept loads of recyclable materials Monday through Saturday, including holiday (except Fourth of July, Thanksgiving, and Christmas).

The Contractor shall recycle (market and sell) all recyclable materials delivered to each facility and not dispose of recyclables by some other means (landfill, incineration, ect.), excluding normal by pass waste such as materials not accepted for recycling at the recycling center.

The Contractor shall accept their recyclables in "as is" condition. The contractor shall be responsible for removing and disposing of any contamination without disposing of recyclables in the process.

Weight Tickets: The Contractor shall have certified weight scales at the receiving site. Each vehicle shall be separately weighed to determine weight of material for each collection container delivered. The Contractor shall generate certified weight tickets issued at the time of delivery for each Contractor's facility. Each delivery ticket must include the date and time of delivery, truck number, incoming truck weight (tare weight), and the weight of the material being delivered. The Contractor shall keep on file certified weight tickets for all materials delivered under this contract. Weight tickets shall be submitted to the City upon request.

Reports/Invoices: The Contractor shall prepare a monthly report that lists total tonnages for each material called, including details for each load (ticket number, date of delivery, and weight of material delivered). The report shall be submitted to the City by the 15th of each month. Invoices will not be due nor be processed for payment unless the monthly report is provided.

Revenue from sale of Recyclable Materials: The Contractor shall market and sell materials delivered from the recycling center and offer the City a fair market price on the sale of the material. The Contractor shall offer a price per commodity (cardboard, mixed paper, commingled containers, tin, aluminum, scrap metal) based on a daily market price for each commodity. Pricing shall be based on the following markets:

a) Cardboard – The Official Board Markets price per ton for Old Corrugated Containers (OCC), Transacted Paper Stock Prices – Low Grades, Southeast Region, as published in the second issue of Official Board Markets (OBM) for the month in which the fiber materials were delivered to the Contractor. In the event that OBM list a range of prices, the highest price of the range shall be used. For mixed paper, a rebate shall be based on the Official Board Markets price per ton for #1 Mixed Paper, Transacted.

b) Mixed Paper – The Official Board Markets price per ton for #2 Mixed Paper Stock Prices – Low Grades, Southeast Region, as published in the second issue of Official Board Markets (OBM) for the month in which the fiber materials

were delivered to the Contractor. In the event that OBM list a range of prices, the highest price of the range shall be used.

c) Commingled Containers – The Waste and Recycling Newspaper pound for Plastic Containers, as posted electronically for Announced Recovered Materials Prices, New York Region, Plastics, the average price for 'PET Baled' and HDPE Baled' on the 15th day of the month in which the plastic material was delivered to the Contractor. Listed price in pounds shall be converted to a price per ton. In the event that Waste and Recycling News lists a range of prices, the highest price of the range shall be used.

d) Tin, Aluminum, scrap metal – The American Metal Market price per pound for scrap iron and steel prices and nonferrous scrap prices as posted weekly by the AMM for Materials Prices, Houston Region, Scrap Iron and Steel and Non-Ferrous Scrap, for the day for which material was delivered to the Contractor. Listed price in pounds shall be converted to a price per ton. In the event that AMM lists a range of prices, the highest price of the range shall be used.

e) Glass – Stock Market price per pound for mixed scrap glass, for the day for which material was delivered to the Contractor. Listed price in pounds shall be converted to a price per ton.

Revenue

Any revenue will be provided to the City in the form of a check, made payable to "The City of Edinburg" and submitted monthly by the 15th for the month following the month in which the materials were delivered to the facility.

PAYMENTS, RECORDS AND REPORTING:

Vendor shall submit payment/remit invoice for the recyclable commodities received from the City's recycling programs by the last day of the following month based on the tonnage delivered. Payment is due during the next month following the delivery of material for processing.

The following information shall accompany monthly payments/invoices:

a. Date, truck number, scale ticket number, and net weight for all incoming loads per day;

b. Monthly total tonnage by type of recycling commodity received for processing;

c. Monthly totals of tons of residuals (by weight) processed;

d. Revenue received from the sale of recyclables by commodity by month and Purchasers of Recyclable Materials;

e. Processing payment due the Bidder;

f. Data Sharing of this BID.

Vendor must provide adequate detail on cost so that the City may review and approve .The City reserves the right to request and receive additional detail when needed.

Quarterly and Annual Reporting: As part of the data sharing requirements, records shall be kept on a daily and cumulative basis regarding the City's recycling program and shall be available to the City upon request. Information reporting shall be disseminated by an agreed upon electronic format.

Monthly reports of the previous month's activities will be due to the City by the last day of each month. Annual reports will be due by October 31st following the City's completed fiscal year (October 1st- September 30th).

SECTION VI. AWARD OF CONTRACT, RESERVATION OF RIGHTS

NUMBER OF CONTRACTS.
COE reserves the right to award one, more than one or no contract(s) in response to this BID.

ADVANTAGEOUS CONTRACT.
The Contract, if awarded, will be awarded to the BIDDER(s) whose Submittal(s) is/are deemed most advantageous to COE, in comportment with Texas Professional Services Procurement Act requirements, and as determined by the selection committee, upon approval of COE Council.

FINAL SELECTION AND COE COUNCIL APPROVAL.
COE may accept any Submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate BID on the part of COE. However, final selection of a BIDDER is subject to COE Council approval.

REMEDY OF TECHNICAL ERRORS.
COE reserves the right to accept one or more submittals or reject any or all submittals received in response to this BID, and to waive informalities and irregularities in the submittals received. COE also reserves the right to terminate this BID, and reissue a subsequent solicitation, and/or remedy technical errors in the BID process.

PREPARATION COSTS.
This BID does not commit COE to enter into a Contract, award any services related to this BID, nor does it obligate COE to pay any costs incurred in preparation or submission of a submittal or in anticipation of a contract.

INSURANCE AND INDEMNITY.
If selected, BIDDER will be required to comply with the Insurance and Indemnity Requirements established herein or as prescribed by law.

INDEPENDENT CONTRACTOR.
BIDDER agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be (an) independent contractor(s), responsible for its (their) respective acts or omissions, and that COE shall in no way be responsible for BIDDER's actions, and that none of the parties hereto will have authority to bind the other or to hold out to third parties.

PURCHASE ORDERS,
As Needed. Execution of a contract does not obligate COE to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at COE's discretion, as needed, and will be communicated to the vendor through individual Purchase Orders.

SECTION VII. GENERAL CONTRACT TERMS AND CONDITIONS

CONTRACT
This bid, submitted documents, when properly accepted by COE, shall constitute a contract equally binding between the successful bidder and COE. No different or additional terms will become a part of this contract with the exception of a Change Order.

The award of the contract shall be made to the responsible bidder whose bid is determined to be the lowest evaluated, taking into consideration the relative importance of price and other factors set forth in the Bid Request in accordance with the Texas Local Government Code, Chapter 262.

CONFLICT OF INTEREST
No public official shall have any interest in this contract, except as permitted by and subjectto the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

CONFIDENTIALITY
All information disclosed by COE to successful Bidder for the purpose of the work to be done or information that comes to the attention of the successful Bidder during the course of performing such work is to be kept strictly confidential.

ADDENDA
Any interpretations, corrections or changes to this BID will be made by written addenda. Sole issuing authority of

addenda shall be vested in COE Purchasing. Addenda will be mailed to all who are known to have received a copy of this Bid Request. Bidders shall acknowledge receipt of all addenda.

CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the COE Purchasing.

ASSIGNMENT

The successful Bidder shall not sell, assign, transfer or convey any contract resulting from this BID, in whole or in part, without the prior written consent of COE Council.

VENUE

This agreement will be governed and venue construed according to the laws of the State of Texas. This agreement is fully performable in Edinburg, Texas.

SUBMITTAL OF CONFIDENTIAL MATERIAL

Any material that is to be considered as confidential in nature must be clearly marked as such by the Bidder and will be treated as confidential by COE.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective Bidder must meet the following requirements:

A prospective Bidder must affirmatively demonstrate their responsibility; have adequate financial resources, or the ability to obtain such resources as required; be able to comply with the required or proposed delivery schedule; Have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive an award.

COE may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

SUCCESSFUL BIDDER SHALL

Successful Bidder shall defend, indemnify and save harmless COE and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful Bidder shall pay any judgment and cost of litigation which may be obtained against COE growing out of such injury or damages.

PRIME CONTRACTOR RESPONSIBILITIES

The selected Bidder shall be required to assume responsibility for all items and services offered in his bid whether or not he produces or provides them. The COE shall consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

USE OF SUBCONTRACTORS

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this BID. This general requirement notwithstanding, Bidders may enter into subcontractor arrangements. Bidders may submit a bid in response to this BID, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the COE urges the prime contractor to use Texas/ City of Edinburg vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime contractor should be identified to the COE Project Manager.

Information required of the prime contractor under the terms of this BID, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

INSURANCE REQUIREMENTS

Contractor shall furnish the COE with certificates of insurance effecting coverage(s) required by the BID (see Attachment III–Insurance). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and must be approved by the COE before work commences. The COE reserves

the right to require complete certified copies of all required policies, at any time.

SUBCONTRACTOR INSURANCE
The Contractor shall include all subcontractors and COE as additionally insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements Stated herein for the contractor.

PROPOSERS/BIDDERS MUST COMPLY WITH:
All federal, state, county and local laws governing or covering this type of service.

ERRORS AND OMISSIONS IN BID
The COE will not be liable for any error in the bid. Bidder will not be allowed to alter bid documents after the deadline for bid submission, except under the following condition: The COE reserves the right to make corrections or clarifications due to patent errors identified in bids by the COE or the Bidder. The COE, at its option, has the right to request clarification or additional information from the Bidder.

TERMINATION OF CONTRACT
This contract shall remain in effect until contract expires, completion and acceptance of services or default. COE reserves the right to terminate the contract immediately in the event the successful Bidder fails to:

- meet delivery or completion schedules or
- otherwise perform in accordance with the accepted bid or
- File for Bankruptcy.

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

Either party may terminate this contract with a thirty (30) days written notice prior to either party stating cancellation. The successful Bidder must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to COE MANAGER, 415 West University Drive Edinburg, Texas.

PERFORMANCE OF CONTRACT
COE 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 COE in the event of breach or default or resulting contract award.

NO GUARANTEE OF QUANTITIES
The COE reserves the right to increase or decrease the amount, at the unit prices stated in the bid.

Neither the COE nor any Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

PURCHASE ORDER
A purchase order(s) shall be generated by COE to the successful Bidder.

INVOICES
The invoices shall show:

- Name and address of successful Bidder;
- Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- COE Purchase Order Number.
- Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

PAYMENT
Payment will be made upon receipt and acceptance by COE of all completed services and/or products ordered and receipt

of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. Successful Bidder is required to pay subcontractors within the time period established by COE.

OWNERSHIP

All plans, prints, designs, concepts, etc., shall become the property of COE.

FUNDING

Funds for payment have been provided through COE budget approved by the Edinburg City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current COE fiscal year shall be subject to budget approval.

BIDDER'S CERTIFICATION OF OMB A-133 COMPLIANCE

Certification of no suspension or debarment. By signing and submitting any bid for $100,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at http://www.epls.gov

NUMBER OF COPIES TO BE SUBMITTED:

COE requires one (1) original submittal and one (1) copies.

ATTACHMENT I - FINANCIAL BID

Recyclable Commodity	Floor Price ($ per ton)	Percent of Market Price	Processing Fee ($ per ton)	Payment to CITY Estimated Total
Newsprint (ONP)**Loose**				
Old Corrugated Containers (OCC)**Loose**				
Old Corrugated Containers (OCC) **Baled**				
Coated Book Stock (CBS) **Loose**				
Mixed White Paper **Loose**				
Used Aluminum Beverage Cans (UBC)				
Tin, Steel, Bi-metal				
PETE **Baled**				
HDPE **Baled**				
Plastic, Other				
Glass				
Total				

**** FINANCIAL QUOTE WILL BE USED ONLY FOR THE FINANCIAL EVALUATION PORTION OF THE BID; QUANTITIES UTILIZED IN THIS SECTION ARE FOR ILLUSTRATION PURPOSES ONLY. ACTUAL QUANTITIES WILL BE DETERMINED ON A PER EVENT BASIS AND ARE SUBJECT TO THE TERMS OF THE CONTRACT AGREEMENT.**

ATTACHMENT III – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue in effect at all times during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000) per person and $500,000 per occurrence consistent with potential exposure to COE under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000) arising out of the services provided to COE hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar ($500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of COE consistent with potential exposure of COE under the Texas Tort Claims Act;
5. Workers' compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming COE as an additional insured shall be submitted to COE for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to COE prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to COE. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

ATTACHMENT IV – INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

I, _____, authorized representative for _____Company/Vendor

Hereby acknowledge the receipt of COE's required insurance limits. Said requirements:

Will be acquired within 10 working days after notification from the Department of Solid Waste Management of bid awarded by City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.)

Will acquire additional amount needed to meet COE's requirements within 10 working days after notification from the Department of Solid Waste Management of bid awarded by City of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and COE.) OR

Have already been met (see attached copy of insurance certificate).

_____ _____

Authorized Representative Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure that coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

ATTACHMENT V – PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with COE and proceed to complete the project in a timely manner.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

CITY, State, Zip

ATTACHMENT VI – LITIGATION DISCLOSURE

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One YES NO

Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the COE or any other Federal, State or Local Government, or Private Entity?

Circle One YES NO

Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with COE or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

ATTACHMENT VII – BIDDER QUALIFICATIONS – GENERAL QUESTIONNAIRE

BIDDER QUALIFICATIONS - GENERAL QUESTIONNAIRE

Name/Name of Agency/Company: _____

(full, correct legal name)

Address: _____

Telephone/Fax: _____

1. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal? Yes____ No____
2. Is your Company authorized and/or licensed to do business in Texas? Yes____ No____
3. Where is the Company's corporate headquarters located? _____
4. Does the Company have an office located in Edinburg, Texas? Yes____ No____ If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?

   _____ (years) _____(months)
5. State the number of full-time employees at the Edinburg office. _____
6. If the Company does not have a Edinburg office, does the Company have an office located in Hidalgo County, Texas? Yes____ No____ If the answer to the previous question is yes, how long has the Company conducted business from its Hidalgo County office?_____ (years) _____(months)
7. State the number of full-time employees at the Hidalgo County office. _____
8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____
9. If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____
   _____
   _____
   _____
10. Indicate person whom COE may contact concerning your submittal or setting dates for meetings.
    Name: _____
    Address: _____
    Telephone: _____
    Fax: _____
    Email: _____
11. Surety Information
    Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited? Yes ( ) No ( ).
    If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____
    _____
    _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

_____

_____

_____

13. Provide any other names under which your business has operated within the last 10 years.

ATTACHMENT VIII – CONFLICT OF INTEREST QUESTIONAIRE

For vendor or other person doing business with local governmental entity:

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (City Secretary's Office) of the local government no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with City Secretary's Office subject to above instructions.
THIS FORM CAN BE DOWNLOADED FROM AND A COPY MUST ACCOMPANY THE BID: http://www.ethics.state.tx.us/forms/CIQ.pdf

ATTACHMENT IX – SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Historically Underutilized Business (State of Texas) Certification VID Number:_____

Telephone No._____FaxNo._____e-mail_____

Print Name:_____Signature:_____

By signing the attachment and/or the bid, the bidder certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the bid must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.