



## **City of Fair Oaks Ranch**

### **REQUEST FOR PROPOSALS**

### **MUNICIPAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES**

**DUE BY:**

**Firms must submit one (1) unbound original and \_\_\_\_\_ bound copies labeled “Proposal for Municipal Solid Waste Collection, Disposal and Recycling Services” to the City of Fair Oaks Ranch, Attention: Clayton Hoelscher: 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015, no later than 2:00 P.M. on \_\_\_\_\_.**

## **1. BACKGROUND**

The City of Fair Oaks Ranch (City) is issuing a Request for Proposals (RFP) to award a contract for municipal solid waste collection, disposal, and recycling services. The City is requesting proposals for the collection, removal and disposal of municipal solid waste for residential services and to divert suitable materials for recycling. The City will review proposals and award to the lowest responsible bidder that provides the best value for the municipality. Proposers must submit a proposal in accordance with the following minimum requirements contained in this document.

The City intends to enter into a five year agreement with optional renewals. The awarded contractor must meet all provisions of this RFP in the Franchise Agreement to provide services to the City.

## **2. RATES**

By submitting a response to this RFP, Proposers agree that they have carefully read and considered all the terms and conditions of the RFP and are offering to perform such services on behalf of the City, in the type, quantity, and in the manner described, and subject to and in accordance with the terms and conditions outlined in the RFP and at the rates hereinafter set forth. The City reserves the right to negotiate rates prior to award. Proposers must provide pricing for and be able to provide all services included in this section. Rates shall be submitted as follows:

- 2.1.** Total Monthly Residential Rate inclusive of disposal costs for solid waste services to include collection and disposal of Residential Garbage Refuse, Wastewater Sludge Screenings and Recycling Materials.
- 2.2.** Total Monthly Residential Rate inclusive of disposal costs for bi-annual collection and disposal of brush and bulky items.
- 2.3.** Total Monthly Residential Rate inclusive of disposal costs for annual collection and disposal of Household Hazardous waste.
- 2.4.** Proposers should also include a cubic yard price for any special or storm related residential-owned property brush and bulky pickup. This is not a requirement, and the City may or may not utilize the selected contractor for this service. This is only intended to establish a cubic yard price should the City need this service. This price should not be included in the monthly fee.

## **3. MONTHLY CONTRACT RATE FOR ADDITIONAL CONTAINERS**

In addition, Proposers response shall include monthly rates for additional Residential Containers.

## **4. FRANCHISE FEE**

In consideration of the grant of the franchise herein the Contractor shall agree to:

- 4.1.** Pay the City a franchise fee equal to five (5%) percent of the gross receipts of the Contractor

for Residential Unit services provided in the City. Franchise fee shall be paid each quarter, within thirty days after the quarter. The City may inspect the books of the Contractor related to the services provided to the City upon reasonable notice, at any time during business hours.

- 4.2.** Remit to the CITY an amount equal to 50% of the net proceeds from the sale of all Recyclable Material collected from participants in the recycling program. Contractor shall remit such payment to the City each quarter, within thirty days after the quarter.

## **5. ENHANCED PROPOSAL OPTIONS**

Proposers should provide as an attachment any additional options not listed in this RFP. This is not a requirement.

## **6. EXAMINATIONS**

Each Proposer shall make its own examination, investigation and research regarding the proper method of performing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quality of the work to be performed. The City makes no representations as to the reliability of its estimates of service level and growth.

## **7. DEFINITIONS**

Whenever used in this RFP the following terms shall have (unless otherwise expressly indicated) the meaning defined as follows:

### **7.1. BRUSH AND BULKY ITEMS AND BRUSH AND BULKY ITEMS CURBSIDE PICKUP**

#### **7.1.1 BRUSH AND BULKY ITEMS**

- Brush includes personally trimmed and severed parts of all domestically cultivated trees and shrubbery. Above average disposal of brush should be taken into consideration as historically, up to 800 tons, per event has been picked up. Currently, residents are allowed one pile that does not exceed 15'L x 6'W x 6'H.
- Bulky items consist of household items such as large appliances with Freon removed, household fixtures, furniture, yard equipment with gas removed, mattresses, etc. Items have no size or weight limitations but are limited to residential and domestic items. Does not include commercial construction waste, remodeling materials or demolition debris. Currently, the average amount of material collected per event is \_\_\_\_\_.

#### **7.1.2 BRUSH AND BULKY ITEMS CURBSIDE PICK UP**

The collection and disposal of curbside Brush and Bulky items.

- 7.2. CITY**  
The City of Fair Oaks Ranch, Texas.
- 7.3 CITY FACILITIES**  
All municipal-owned buildings located at 7286 Dietz Elkhorn (City Hall Complex), 30955 Meadow Creek Trail (Fire Station) and 7895 Fair Oaks Parkway (Fire Station), and at the Wastewater Treatment Plant located off of No Le Hace Road.
- 7.4. CITY MANAGER**  
The Fair Oaks Ranch City Manager or his/her authorized designee.
- 7.5. COMMERCIAL CONTAINER**  
Metal receptacles designed to be lifted and emptied mechanically provided by the Contractor.
- 7.6 CONTRACT**  
The selected Proposer shall be required to sign a Municipal Solid Waste Collection, Disposal and Recycling Services Franchise Agreement to include the terms provided for in this RFP and any other requirements of the City.
- 7.7. CONTRACTOR**  
The person, corporation, partnership, or legal entity performing the services provided for under this proposal and the resulting contract.
- 7.8. CONTRACTOR'S PUBLIC EDUCATION PROGRAM**  
A Program, maintained by the Contractor, that provides information of materials to be collected, a list of materials that cannot be collected or items which will require a special fee based pick-up, and how to prepare materials for the weekly solid waste and recycling services as well as annual brush/bulky item pick up and household hazardous waste events.
- 7.9. DEAD ANIMAL COLLECTION**  
The collection of dead animals stored in the City's storage cooler.
- 7.10. DISPOSAL SITE**  
A legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste and dead animals.
- 7.11. FRANCHISE AGREEMENT**  
An agreement granting the right and responsibility to provide the Scope of Services provided for within this RFP.
- 7.12. HOUSEHOLD HAZARDOUS WASTE**  
Household Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the United States Environmental Protection Agency (EPA) pursuant to

the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or special disposal treatment. EPA considers some leftover household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic as household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care when disposed of.

**7.13. LANDFILL**

Any facility or area of land receiving Municipal Solid Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas.

**7.14. MONTHLY RESIDENTIAL RATE**

Monthly fee charged by the Contractor to all single-family residential receiving solid waste collection, disposal and recycling services authorized by City Council.

**7.15. PROPOSER**

Vendor submitting a bid, statement of qualifications, or proposal in response to this solicitation.

**7.16. RECYCLING AND RECYCLING FACILITY**

Recycling shall mean a process by which recyclable materials are collected, sorted, processed, or prepared into marketable commodities for manufacturing into new products. Recycling Facility shall mean a facility where recyclable materials are sorted and processed.

**7.17. RECYCLING COLLECTION**

Weekly curbside and City Facility collection of recyclable materials.

**7.18. RECYCLING MATERIALS**

Recycling Materials includes, but not limited to the following:

**Paper Products** - Newspaper, magazines, ad circulars, catalogs, envelopes, file folders, flattened cardboard, paper bags, phone books.

**Glass** - Bottles and jars with labels and lids.

**Cans** - Empty aluminum and steel/tin cans used for beverages and food.

**Rigid Plastic Containers** - Household plastic containers labeled #1-7 with recycling symbol on the bottom of container. Labels and lids may be present.

**Other:** As detailed in the proposal including excluded items.

**7.19. REQUEST FOR PROPOSAL**

Refers to this Request for Proposal document and all attachments and amendments that may be made hereto.

**7.20. RESIDENTIAL CONTAINERS**

A 96-gallon wheeled container made of rigid plastic and provided by the Contractor to residential units for Residential Garbage and Refuse Collection and Recycling Collection.

**7.21. RESIDENTIAL GARBAGE AND REFUSE**

All dry trash, rags, kitchen and household wastes, food containers, lawn trimmings, leaves and other materials typically generated by a residential dwelling unit, which waste is treated by regulation as domestic municipal solid waste.

**7.22. RESIDENTIAL UNIT**

Garbage collection and recyclable material collection services to single-family, residential units will be billed directly by the Contractor. These types of residences include, but may not be limited to, single family residences on one electric meter or duplex dwelling units on one or more meters.

**7.23. ROLL-OFF CONTAINER**

An open top dumpster characterized by a rectangular footprint, utilizing wheels to facilitate rolling the dumpster in place. Container is designed to be transported by special roll-off trucks.

**7.24. SCREENINGS**

That floating and suspended matter, both organic and inorganic, that is removed from the wastewater entering the treatment plant by the mechanically cleaned coarse screens.

**7.25. STORM DAMAGE**

Storm damage refers to damage and debris produced by strong winds, rain, hail, lightning, flooding, storm, tornadoes or turbulent weather that ultimately will be identified at the City Manager's discretion.

**7.26. WASTEWATER SLUDGE**

The accumulated solids separated from the wastewater during processing. That portion of settled solids from the final clarifiers removed from the wastewater treatment processes to the solids drying beds or other solids handling facilities. Estimated annual amount 1,000 tons.

**8. AREA SERVICED BY THIS PROPOSAL**

**8.1.** The area of the City to be serviced by this Proposal is that area commonly known as the City limits of the City of Fair Oaks Ranch, detailed in the map in Attachment I of this RFP. The City reserves the option to alter the physical boundaries of the City of Fair Oaks Ranch shown on the attached map at any time during the contract period.

**8.2.** The service area contains approximately \_\_\_\_\_ residential units. This house count is subject to an upward adjustment to accommodate the anticipated future development in the City. The Contractor will bill each residential unit in the extension areas at the same current rate at the time that service is extended.

**8.3.** Contractor will have exclusive rights to collection of single-family residences of solid waste and recyclables within the City. However, the Contractor's rights will not include items such as material hauled by owner, occupant, or from Contractors whose materials is incidental

and removed at no additional cost with the use of owned vehicles (e.g. roofers, construction contractors, etc.)

- 8.4.** Contractor shall make every effort to continue to provide weekly residential collection of solid waste and recyclable services on same day of the City's current collection schedule as of September 30, 2024. Current schedule to be provided by City as part of the RFP process.

## **9. SCOPE AND INITIAL DATE OF SERVICES TO BE PERFORMED BY CONTRACTOR**

Proposer's response shall include at least the following services in accordance with this RFP, and such other optional services in the enhanced proposal opportunity provided under Section 5, provided such proposed optional services are found to be acceptable by the City. The day ordained by City Council for executing residential solid waste collection, disposal and recycling services for the area within the City of Fair Oaks Ranch shall commence on October 1, 2024.

### **9.1. WEEKLY COLLECTION.**

**9.1.1. RESIDENTIAL UNITS** - Contractor shall provide one curbside Residential Garbage and Refuse collection and one curbside Recycling Material collection per week, for each of the residential units located within the City of Fair Oaks Ranch. The Recyclable Material curbside collection will occur on the same day as normal curbside Residential Garbage and Refuse collection. Such collection services must be provided between the hours of 7:00 A.M. and 7:00 P.M.

**9.1.2. CITY FACILITIES** – Contractor shall provide collection during the hours of 8:00 A.M. and 4:30 P.M. for each of the following locations as follows:

- **City Hall Complex** – collected in 96-gallon and four-yard commercial containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units.
- **Fire Stations** - collected in 96-gallon containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units.
- **Wastewater Treatment Plant** – collected in 96-gallon containers and 20 and 30-yard Roll-Off Containers at a frequency of twice (2) per week and collected by the Contractor on days as the weekly collection of residential units.

### **9.2. CONTAINERS.**

**9.2.1. RESIDENTIAL CONTAINERS** - Contractor shall provide one Residential Container each for: 1) Residential Garbage and Refuse and 2) Recycling Materials to each residential unit.

**9.2.2. COMMERCIAL CONTAINERS** – At a minimum, Contractor shall provide the following commercial containers to the following City Facilities:

- **City Hall Complex** – one (1) 4-yard metal receptacle designed to be lifted and emptied mechanically and fifteen (15) 96-gallon wheeled containers made of rigid plastic.
- **Fire Stations** – four (4) 96-gallon wheeled container made of rigid plastic at each location.
- **Wastewater Treatment Plant** – one (1) 20- and one (1) 30-yard Roll-Off Container, and ten (10) 96-gallon wheeled containers made of rigid plastic.

### **9.3. RECYCLING EDUCATION PROGRAM.**

Participation in curbside Recycling Collection shall be voluntary on the part of the resident. To promote maximum participation, Contractor shall, at the contract proposal price, implement, maintain, and manage a public education program. Contractor shall provide educational material on acceptable recycling materials. The educational material, at the minimum, shall be sent once a calendar year in customer billing statements.

Contractor shall produce resident education tags, the form of which to be approved by the City Manager, to be left by Contractor if non-recyclable material is rejected.

### **9.4. RECYCLING FACILITY.**

Contractor shall include the location of the proposed Recycling Facility to be utilized by Contractor. City shall have the right to approve the Recycling Facility.

### **9.5. ADDITIONAL SERVICES.**

Contractor shall render the following additional services:

**9.5.1.** Curbside Brush and Bulky Item collections twice per calendar year, preferably January and August, to be coordinated and scheduled through the City Manager. During the collection period, all items of non-hazardous waste placed out along the CITY's right-of-way shall be picked up. City is responsible for an advance notice on customer procedures of collection that shall be mailed to each residential unit. Contractor shall reimburse the City all costs for producing and mailing the customer notice including 10% administrative fee of invoice total. The administrative fee does not apply to postage. Announcements of the pickup service shall be mailed in appropriate time to allow customers one week to place items out prior to start of pickup service in their zone. At least four zones should be utilized.

**9.5.2.** Dead Animal Collection at city-owned storage cooler located at 7286 Dietz Elkhorn on each day the Contractor provides residential solid waste pick up in the City.

**9.5.3.** Christmas Tree collection on a date to be determined annually by Contractor and City Manager but no later than mid-January of each calendar year.

**9.5.4.** Storm Damage clean-up and disposal on City-owned property within 48 hours of written request made by the City Manager.



**9.5.5. Wastewater Sludge and Screenings removal and disposal:**

- **Wastewater Sludge** – Collected in a 30-yard Roll-Off Container at a frequency of twice (2) per week.
- **Screenings** - Collected in eight (8) 96-gallon wheeled, drainable, plastic waste wheelers at a frequency of once (1) per week.

**9.5.6. One scheduled Household Hazardous Waste collection event per calendar year. City is responsible for an advance notice on procedures of collection that shall be mailed to each residential unit. The amount collected, in tons, for the last three events were:**

- 2021        17,840
- 2022        14,493
- 2023        21,512

Contractor shall reimburse the City all costs for producing and mailing the customer notice including 10% administrative fee of invoice total. The administrative fee does not apply to postage.

**9.6. EDUCATION INFORMATION.**

Publishing and distribution of public education information, in hard copy and electronic version for use on City’s website, upon the initial award of the contract. The information should contain a list of materials to be collected, a list of materials that cannot be collected or items which will require a special fee-based pick-up, and how to prepare materials for the weekly residential solid waste and recycling service. Said information shall be provided to every new customer, after the initial distribution, and shall be sent to all customers after any changes in collection procedures.

**9.7. CUSTOMER SERVICE OFFICE**

A customer service office for billing, arrangement of services, and receipt of complaints. Customer service shall be available during normal business hours to respond to customer and city inquiries within two (2) hours of the initial call. Contractor shall, on billing statements, provide the Contractor’s customer service phone number.

A 24-hour emergency telephone number with a representative available to respond to emergency calls from the City.

**9.8. FLEET.**

Provision and maintenance of a fleet of solid waste collection vehicles sufficient in number and capacity to perform the work and render the services required. All equipment, including motor vehicles and trucks shall be kept clean and, in good condition and repair at all times. The trucks used in the collection of garbage shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and

rubbish. Said collection vehicles shall have Contractor's name and telephone numbers painted on each side of the vehicle. Contractor shall supply detailed inventories including photographs of their equipment and all accessories by type, model, and year of manufacture and anticipated remaining useful life as of the date of inventory sheet in Attachment V, VI and VII. Such equipment shall include:

- Residential Garbage and Refuse collection vehicles;
- Brush and Bulky Items collection vehicles; and
- Recycling Material collection vehicles.

Collection vehicles shall carry at all times a shovel and a broom or rake, to be used for collection of spilled refuse. Vehicles shall be equipped with two-way communications for constant contact, during operations, with the local office of the company.

#### **9.9. FACILITIES**

Contractor shall supply all necessary transportation and storage facilities for all materials and equipment necessary to perform the Scope of Services required under this RFP. All transportation and storage functions shall be performed by duly licensed and qualified service providers and shall be in compliance with all environmental, health, and safety regulations.

#### **9.10. COMPLIANCE**

Contractor shall be responsible for all applicable local, state and federal taxes and charges, including any state solid waste levy fee in effect. Contractor specifically agrees to pay all applicable solid waste, recycling and household hazardous waste vehicle licensing and permitting fees.

#### **9.11. BUSINESS PLAN**

Submission of a business plan, including budget cost allocations, consisting of a schedule for the Scope of Services required, collection methodology that will be used, recycling material and marketing plan, and cost accounting scheme should be included with the proposal.

#### **9.12. LIABILITY**

Contractor shall be required to follow all applicable local, state and federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. Contractor shall assume all responsibility and liability of all waste once loaded into the Contractor's vehicle, including, but not limited to, safe transportation of waste material, and ensuring that disposal is performed in accordance with regulations. Contractor shall be responsible for the legal disposal of non-recyclable material at a State-approved facility.

### **9.13. HOLIDAY SCHEDULE**

Contractor shall provide a Holiday Collection Schedule as shown in Attachment III.

## **10. SUBMITTAL REQUIREMENTS AND PROVISIONS**

### **10.1 SUBMISSION OF QUESTIONS**

Any questions should be submitted in writing to:  
Clayton Hoelscher, Procurement Manager  
[choelscher@fairoaksranchtx.org](mailto:choelscher@fairoaksranchtx.org)

### **10.2 ADDENDUMS TO THE RFP**

The City of Fair Oaks Ranch shall not be held responsible for any oral instructions related to the project. Any official changes to this RFP will be in the form of a written addendum, which will be published on the City website at <http://tx-fairoaksranch2.civicplus.com/bids.aspx>

### **10.3 WITHDRAWAL OF RFP**

The City reserves the right to withdraw the RFP at any point. At any time prior to the specified solicitation due time and date, firms may withdraw their Proposals by submitting a written request stating the reason for withdrawal.

### **10.4 GENERAL INFORMATION**

The City of Fair Oaks Ranch reserves the right to reject any or all proposals to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

### **10.5 RFP SCHEDULE**

The dates and times listed below are estimated and are subject to change without notice.

- Deadline for written questions to be sent to [choelscher@fairoaksranchtx.org](mailto:choelscher@fairoaksranchtx.org) at 5:00 P.M. on \_\_\_\_\_
- One (1) original and \_\_\_\_\_ copies of the Proposal due no later than 2:00 PM (CST) on \_\_\_\_\_.
- Presentation and Interview with the selection committee (if necessary) – To Be Determined
- City Council Meeting to approve selection and agreement which will include the Scope of Services – To Be Determined

### **10.6 SUBMISSION INSTRUCTIONS**

Proposals should be delivered or sent to 7286 Dietz Elkhorn, Fair Oaks Ranch, Tx 78015. All proposals should be addressed to Clayton Hoelscher, Procurement Manager. The City of Fair Oaks Ranch will receive sealed proposals until 2:00 P.M. on \_\_\_\_\_ and names of proposers will be read. Any proposals received after that time and date will be returned unopened to the bidder. Proposals should contain one (1) unbound original and \_\_\_\_\_ bound copies.

## 10.7 INSTRUCTIONS TO PROPOSERS

The proposals should include the information below and shall follow the format below.

- **Cover Letter/Executive Summary (1 page maximum)**

- **Tab 1 - Relevant Experience**

Provide a list of clients for which your company is currently providing similar services. Provide the contact information for three clients to include the project owner, title, location, current phone number, and e-mail address.

- **Tab 2 - Project Approach**

Describe your technical plan and timeline for accomplishing the scope of services, including at a minimum:

- Describe contingency plans to ensure services are provided in accordance with the schedule.
- Describe how adequate staffing of personnel and equipment will be maintained throughout the duration of this agreement.
- Describe how your company will be able to handle the City's needs while also servicing other clients.
- Submit a business plan as detailed in the RFP.

- **Tab 3 – Price Proposal Form**

The price proposal should be filled out on the "Price Proposal Form" immediately following this Request for Proposals. An itemized cost shall be provided for each service listed in Sections 2.1 - 2.3 of this RFP. Section 2.4 is an optional cost intended to establish a cubic yard price should the City need this service. This price should not be included in the monthly fee.

- **Tab 4 - Certificate of Interested Parties (1295) Form**

A Certificate of Interested Parties Form must be submitted with the original proposal. The 1295 form and instructions for completion can be found at the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>

- **Tab 5**

Proposer shall provide all information listed in the “**List of Attachments**” included in this RFP.

## **10.8 EVALUATION CRITERIA**

All proposals received will be reviewed, evaluated, and ranked according to the content included in the proposal. The City may elect to interview firms.

The City reserves the right to reject any or all Proposals. The highest ranked Respondent(s) may be invited to enter into Contract negotiations with the City of Fair Oaks Ranch. If an agreement cannot be reached with the highest ranked Respondent(s), the City shall notify the Respondent and terminate negotiations. The second highest Respondent may be contacted for negotiations. The process may continue until successful negotiations are achieved. The City reserves the right to terminate negotiations with any and all Respondents should it be in the City’s best interest.

## **10.9 INSURANCE**

All respondents must submit, with the RFP, proof of insurance coverage. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage.

## **10.10 MISCELLANEOUS REQUIREMENTS AND PROVISIONS**

### **ANTI-COLLUSION**

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

### **NO PROHIBITED INTEREST**

Respondent acknowledges awareness of the state laws and applicable City Charter provisions regarding conflicts of interest and required disclosures. No officer, employee or agent of the City shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by the City’s Charter, Code of Ordinances and/or Chapter 171 or 176 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

### **NON-RESIDENT BIDDERS/NO ISRAEL BOYCOTT**

Texas Government Code, Chapter 2252, Texas law prohibits city and governmental units

from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state. Texas Government Code, Chapter 2270 prohibits a governmental entity from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

### **ANTI-LOBBYING PROVISION**

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their Proposal with any member of the City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's Proposal and disqualification from future consideration of similar RFP's.

### **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 payable in Kendall County, Texas. 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 Kendall County, Texas.

### **CONFLICT OF INTEREST**

A statement indicating the respondent has no conflict of interest with the City, including any past or present employees or past or present elected officials of the City, must be submitted with the statement of qualifications. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must 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. This questionnaire must be filed, by law, with the City Secretary 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 the Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

## **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be confidential under Texas Law, or pursuant to a Court order.

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## Price Proposal Form

The individual signing this certifies that he/she is a legal agent of the Company, authorized to submit on behalf of the Company, and is legally responsible for the decisions as to the supporting documentation provided. All itemized, monthly and additional fees should be included immediately following this signature page. An itemized cost shall be provided for each service listed in Sections 2.1 – 2.3. Additionally, proposer shall include pricing structure and methodology for future price increases.

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **LIST OF ATTACHMENTS**

The proposer should include the following information in their proposal.

- I. Map of City of Fair Oaks Ranch City Limits denoting Days of Collection Summary of Services to be Provided by the Contractor
- II. Summary of Services to be Provided by the Contractor
- III. Holiday Collection Service
- IV. Operation History Disclosure Requirement
- V. Garbage Collection Vehicle
- VI. Recyclables Collection Vehicle
- VII. Bulky Waste and Brush Collection Vehicle
- VIII. Certificate of Insurance

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**ATTACHMENT I**

Denote Days of Residential Garbage and Refuse and Recycling Collection  
(For Reference see City Map following this Page)

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**ATTACHMENT II**  
Summary of Services to be Provided by the Contractor

<b><u>CUSTOMER SERVICE</u></b>	<b><u>FREQUENCY</u></b>	<b><u>CHARGE</u></b>
Residential Garbage and Refuse Collection	Once a week	Included in Monthly Fee
Curbside Recycling Collection	Once a week; coincide w/collection day;	Included in Monthly Fee
Curbside Brush and Bulky Items Collection	Scheduled twice per calendar year	Included in Monthly Fee
Out of Cycle Brush and Bulky Items Collection	Monday - Friday; with 48 hrs response	In Accordance with Contractor's Fee Schedule
City Facilities Collection	As detailed in Section 9.1	Included in Monthly Fee
Dead Animal Collection	Each day garbage is collected	Included in Monthly Fee
Wastewater Sludge Removal	Twice per week	Included in Monthly Fee
Screenings Removal	Twice per week	Included in Monthly Fee
Christmas Tree Collection	By mid-January of each calendar year	Included in Monthly Fee
Storm Damage Clean Up - City-Owned Property	Within 48 hours of being notified by the City Manager	Included in Monthly Fee
Storm Damage Clean Up - Residential-Owned Property	Within 48 hours of being notified by the City Manager	In Accordance with Contractor's Fee Schedule
Household Hazardous Waste	One per calendar year, determined by Contractor and approved by City Manager	Included in Monthly Fee
Holiday Schedule	As designated in Contract	Included in Monthly Fee
Education Program	As detailed in Section 9.3 and 9.6	Included in Monthly Fee

**ATTACHMENT III**  
**Holiday Collection Schedule**

List Holidays which will not have Collection Service and provide the amended Collection Day.

DRAFT

**ATTACHMENT IV**  
**Operation History Disclosure Requirement**

1. Have any individuals to be assigned to perform this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class "C" in the last five- (5) years? If yes, please indicate name(s) and nature of the indictment or conviction.
  
2. Has your company or any members of your team been terminated (or Cause or otherwise) from any work being performed for the City of Fair Oaks Ranch or any other Federal, State, Local Government or private entity? If yes, please indicate the firm that experienced termination and describe the nature of the termination event in detail. Include in this disclosure any attempts to terminate such contractual relationships which attempts may still be pending or unresolved.
  
3. Provide references for other similar-sized or larger municipalities you service
  
4. Provide a narrative of your firm's regulatory compliance history during the last ten- (10) years as that history pertains to operations in the state of Texas within any applicable Federal regulatory requirements and the Texas Commission on Environment Quality and its predecessor agencies. Such narrative shall include information for any subsidiaries or affiliates.

**ATTACHMENT V**  
**Garbage Collection Vehicle**

*(Complete one form for each type of vehicle to be used to provide service to the City)*

1. Manufacturer, Model and Year: \_\_\_\_\_

A. Cab and Chassis \_\_\_\_\_

B. Body \_\_\_\_\_

C. Engine \_\_\_\_\_

D. Transmission \_\_\_\_\_

2. Number of Vehicles: \_\_\_\_\_

3. Body: \_\_\_\_\_

A. Type of Body \_\_\_\_\_

B. Rated Capacity \_\_\_\_\_ cubic yard

C. Practical/Net Capacity \_\_\_\_\_ cubic yard

D. Type of Body Loading \_\_\_\_\_

E. Location of Loading  
by Crew Member \_\_\_\_\_

F. Direction and Type  
of Unloading \_\_\_\_\_

G. Vehicle owned, leased or  
other? \_\_\_\_\_

**ATTACHMENT VI**  
**Recyclables Collection Vehicle**

*(Complete one form for each type of vehicle to be used to provide service to the City)*

1. Manufacturer, Model and Year: \_\_\_\_\_

A. Cab and Chassis \_\_\_\_\_

B. Body \_\_\_\_\_

C. Engine \_\_\_\_\_

D. Transmission \_\_\_\_\_

2. Number of Vehicles: \_\_\_\_\_

3. Body: \_\_\_\_\_

A. Type of Body \_\_\_\_\_

B. Rated Capacity \_\_\_\_\_ cubic yard

C. Practical/Net Capacity \_\_\_\_\_ cubic yard

D. Type of Body Loading \_\_\_\_\_

E. Location of Loading  
by Crew Member \_\_\_\_\_

F. Direction and Type  
of Unloading \_\_\_\_\_

G. Vehicle owned, leased or  
other? \_\_\_\_\_

**ATTACHMENT VII**  
**Bulky Waste and Brush Collection Vehicle**

*(Complete one form for each type of vehicle to be used to provide service to the City)*

1. Manufacturer, Model and Year:

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A. Cab and Chassis

---

B. Body

---

C. Engine

---

D. Transmission

---

2. Number of Vehicles:

---

3. Body:

---

A. Type of Body

---

B. Rated Capacity

---

 cubic yard

C. Practical/Net Capacity

---

 cubic yard

D. Type of Body Loading

---

E. Location of Loading  
by Crew Member

---

F. Direction and Type  
of Unloading

---

G. Vehicle owned, leased or  
other?

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