



REQUEST FOR STATEMENT OF QUALIFICATIONS/PROPOSALS

RFQ/RFP 2019-02

NOTICE TO PROPOSERS

REFUSE (Solid Waste) COLLECTION, RECYCLING AND DISPOSAL SERVICES

The City of Fulshear is soliciting requests for qualifications and proposals to provide for the collection and disposal of residential solid waste, recyclables and green waste.

The Request for Proposals (RFP) package is available on the City's website at: http://www.fulsheartexas.gov/current_rfqs_and_rfps/, or can be obtained:

By Mail: The City of Fulshear
P.O. Box 279
Fulshear, TX 77441

Pickup: The City of Fulshear
30603 FM 1093 W
Fulshear, TX 77441

Sealed, written proposals must be received no later than 10:00 a.m. on Friday, June 20, 2019. Proposals submitted after that date and time will not be considered. The City reserves the right to reject any or all proposals and to award a contract based upon the best value for the City. All Proposals will be opened at City Hall 30603 FM 1093 Rd. Fulshear, Texas 77441 at 10:15 a.m. on Friday, May 31, 2019.

The successful proposer must furnish a Performance Bond for the initial term of the contract and for any renewal terms.

A proposal bond or certified check must accompany the proposal in accordance with the instructions to Proposers.

The City of Fulshear expects to award a contract at a City Council meeting as early as July 16, 2019 at 7:00 p.m. The proposed services are tentatively slated to begin as early as September 1, 2019.

**SECTION I:
INSTRUCTIONS TO CONTRACTORS**

1. SCOPE OF WORK

The contractor shall provide, in a good workmanlike manner, a Statement of Qualifications and a Proposal for the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work in accordance with the provision.

The City currently has 4024 residential customer accounts billed and collected by the City and 90 commercial accounts. Collection does not include construction or demolition debris. The residential waste is currently collected once a week and recycling is collected once a week. Collection occurs only between the hours of 7:00 a.m. and 7:00 p.m. during the week; no Saturday or Sunday collection.

2. PREPARATION OF THE STATEMENT OF QUALIFICATIONS/ PROPOSAL

Formal Statements of Qualifications and Proposals shall be received at City Hall on or before 10 a.m. on Friday, June 20, 2019. All submittals should be addressed as follows:

City of Fulshear
RSQ/RFQ 2019-02 Solid Waste Services
Attn: City Secretary
Physical address: 30603 FM 1093 Rd, Fulshear, Texas 77441.
Mailing address: P.O. Box 279, Fulshear, Texas 77441.

Questions and/or additional information should be directed to:

Sharon Valiante
Director of Public Works
svaliante@fulsheartexas.gov
281-346-1796

Proposals will be evaluated from receipt until Council makes its award at a regular City Council meeting as early as August 16, 2019. The successful candidate must mobilize its equipment and personnel to be ready to begin service to the City as early as September 1, 2019.

Only the services listed in this Request for Proposal and included in any addenda will be considered for the award of basic solid waste disposal services and recycling. However, the City welcomes respondents to include a list of alternate services and fees above the minimum requirements listed in this Request for Proposals. The City of Fulshear may, if successful negotiations can be reached, include other items for consideration of award.

All Statements of Qualifications and Proposals must be prepared and signed by the Contractor in the format attached hereto. **THE Request for STATEMENTS OF QUALIFICATIONS AND PROPOSALS MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in this document must be filled in, together with appropriate schedules, and must be completed in full in ink or typewritten.

It is the intent for the Statement of Qualifications and the proposals to be reviewed and considered to determine the best possible cost without regard to any potential franchise fee or billing fees. All franchise fee and/or billing fee will be determined by the City and added to the base bid provided by Contractor. One rate will be established for the Customer.

Two (2) hard copies and one (1) electronic (thumb drive) copy of the Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Contractor, their address, and plainly marked with "Solid Waste ". If forwarding by mail, the sealed envelope containing the Statement of Qualification and Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City, at is option, may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Statement of Qualification/Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified above shall not be considered.

3. PROPOSAL SECURITY

Each proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount of five thousand dollars (\$5,000.00) as a guarantee on the part of the Contractor that he will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Contractor which addresses all the material provisions of the proposals and response thereto), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contract, or, if no Contractor's Proposal has been selected within sixty (60) days after the date of the opening of the Proposals, upon demand of the Contractor at any time thereafter, so long as he or she has not been notified of the acceptance of his Proposal.

A letter shall accompany the Proposal from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

The successful Contractor will be required to furnish a Performance Bond as security for the faithful performance of this Contract.

The Contractor shall pay premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

4. INDEMNITY AGREEMENT AND EVIDENCE OF INSURANCE

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of the Contractor in the performance of this contract. The City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which are caused by the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	Statutory
Comprehensive & General Public Liability	\$500,000	\$1,000,000
Property Damage	\$500,000	\$500,000
Comprehensive Auto Liability Bodily Injury	\$500,000 per person \$1,000,000 per occurrence	
Comprehensive Auto Liability-Property Damage	\$500,000 \$250,000	
Excess Umbrella Liability	\$5,000,000	

5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Contractor by certified mail, return receipt requested.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within ten (10) days after his/her receipt of formal notice of award, Contractor will be considered to have abandoned all his/her rights and interests in the award, the Contractor's proposal security may be declared forfeited to the City as liquidated damages and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect. Such forfeited security shall be the remedy of the City.

5. SECURITY FOR FAITHFUL PERFORMANCE

A letter shall accompany the Proposal from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person(s) or corporation submitting the Proposal in the event they are the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to \$50,000 for a term of three (3) years that may provide for a pro rata reduction therein annually over the term of the Contract.

The Contractor shall pay premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

7. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. REMEDY

Remedy

- a. Subject to applicable laws, in the event the City determines that the contractor has breached This contract or has failed to perform. the City may take any of the following actions, which are not exclusive:
 - 1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages, or
 - 2. Charge to and collect from the contractor liquidated damages pursuant to **Section 5** of this contract, or
 - 3. Commence an action at law for monetary damages or seek other equitable relief, or
 - 4. Seek recovery from the corporate surety for all damages resulting from the failure of the contractor to observe and perform any provision of the contract.
- b. The contractor shall not be relieved of any of its obligations to comply promptly with any provision of the contract by reason of any failure of the city to enforce prompt compliance.

8. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

9. CONDITIONS

Each Contractor shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself/ herself with conditions existing, shall in no way relieve him/her of any obligations with respect to his Proposal or to the Contract. The City shall make all such documents available to the Contractors. Except with respect to events or conditions, which are not discoverable, the Contractor shall make his/her own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

10. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the City in writing, via email to accounting@fulsheartexas.gov or by fax to The City of Fulshear, 281-346-2556, attention: Accounting, and if

explanations are necessary, a reply by the City, in writing, shall be made in the form of an Addendum, via email and/or fax. A copy of this Addendum will be forwarded to each Contractor. Any verbal statements regarding same by any person, prior to the award, shall be non-authoritative and not binding.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

Any, and all, such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective Contractors (at the respective email addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of Proposals.

11. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal 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 Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each partner to the joint venture shall execute the Proposal.

12. COMPETENCY/QUALIFICATIONS OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The City reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources.

The City will require submission **with the Proposal** of certified supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor. The Contractor will be required to furnish the following information:

- (a) Cover letter signed by the appropriate authorities.
- (b) Performance Guaranty in the form of a certified check, proposal bond from a surety company or cashier's check drawn in favor of the City of Fulshear and in the amount of \$5,000 and proof from a corporate surety ensuring a Performance Bond totaling \$50,000.
- (c) Certificate of Insurance evidencing that insurance has been procured and will be in force.
- (d) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (e) Evidence that the Contractor is in good standing under the laws of the State of Texas, and, in the case of corporations organized under the laws of any other State, evidence that the Contractor is licensed to do business and in good standing under the laws of the State of Texas or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

- (f) Evidence, in form and substance satisfactory to the City, that Contractor has been in existence as an ongoing company in excess of five (5) years and possesses not less than five (5) years actual operating experience as a solid waste company in refuse collection and disposal.
- (g) A comprehensive List of five (5) current Texas Cities or Special Districts which Company has contracted for Solid Waste collection and disposal at any time within the past five years with their address, a point of contact's name and telephone number.
- (i) An itemized list of the Contractor's equipment available for use on the Contract.
- (j) A proposed listing of available Polycart sizes and a "roll - out" of polycarts, recycle bins and dumpsters for residential, commercial and multifamily use.
- (k) Proposed Local Office and Management Team with their resumes.
- (l) Pricing information
- (m) A completed Form 1295
- (n) Any other information and substance that the Contractor possesses the managerial and financial capacities to perform all phases of the work and that the Contractor is adequately prepared to fulfill the requirements called for in the Contract Documents.

14. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal:

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as availed by financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous City contract for failure to perform.

15. BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed.

16. QUANTITIES

The current quantities, 4024 residential customer accounts and 90 commercial accounts, are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize his own or other estimates and to provide for growth or shrinkage factors.

17. METHOD OF AWARD

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. Any alteration, delineation or erasure of the Contract Documents and of the Proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City.

Contractor is expected to enter into a contract supplied by the City.

The award of contract, if made, shall be made to the proposer whose proposal, in the City of Fulshear's sole discretion, furthers the best interest of the City. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the proposer under consideration, and the validity of the proposal. Award of a contract, if made, shall be made by the City Council of the City of Fulshear, Texas.

Contractor shall quote the rate for service per household as a per month and per year rate. Charges shall include all disposal costs.

The Contractor shall rebate a franchise fee to the City monthly; such remittance shall be received at the City by the 25th of the month following the month service was rendered. Contractor shall be entitled to payment for all services rendered in excess of franchise fees.

18. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

19. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

20. REPORTING REQUIREMENTS

Contractor shall provide the City with monthly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected, Financial Recap Report outlining prior month receivables, adjustments, payments, current billing, and arrears breakdown, and a monthly aged receivables report.

21. TERM OF CONTRACT

The term of the Agreement is expected to be for a period of three (3) years-one month, commencing on September 1, 2019 and concluding on September 30, 2022 with two (2), two-year renewal options.

22. MODIFICATION TO RATES

- a. All modifications under this contract shall be subject to the approval of City Council.

If approved by City Council, the fees which may be charged by the contractor for the third and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) and the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category "Gasoline", both as published by the U.S. Department of Labor, Bureau of Labor Statistics. As of the last month of the first year of the contract and every twelve months thereafter (the "Rate Modification Date"), the fees shall be increased or decreased for the ensuing twelvemonth period in a percentage amount equal to at least 90% of the net percentage change of the All Items Index plus 10% of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the contract and the index value for the Rate Modification Date divided, by the index value for the first full month prior to the commencement of the contract.

- b. As soon as possible after a Rate Modification Date, Contractor shall send to the City a comparative statement setting out for both the All Items Index and Gasoline Index.
1. The index value on the first full month prior to the commencement of the Contract;
 2. The index value on the Rate Modification Date preceding the date of the statement;
 3. The net percentage change;
 4. The composite percentage change equal to the net percentage change in the All Items Index plus the net percentage change in the Gasoline Index; and
 5. The increase or decrease in the fees which may be charged by the contractor.

On the next billing date after the approval of the City Council, the **City** shall pay to the contractor (subject to the required approval of Council), or the contractor shall credit to the City, as the case may be, a lump sum equal to any increase or decrease applicable to that portion of the current period which has elapsed and, thereafter, the fees charged by the contractor shall be modified to reflect any change until a different comparative statement is received by the City. The maximum increase allowed under this section, 22. Modification to Rates, shall be eight percent (8%) per year.

- c. In addition to the above, the contractor may petition the **City** at any time for additional rate and price adjustments on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations: changes in location of disposal sites or changes in disposal charges, an increase in the number of residential units as set forth in Paragraph 17 of the Instructions to Proposers, such as City growth or annexation; and for other reasons.

**SECTION II:
GENERAL SPECIFICATIONS**

1.0. DEFINITIONS

- 1.01.1 Automated Collection: Special trucks, equipped with a mechanical/robotic arm that lifts and empties collection carts.
- 1.02 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds. [All bags must be placed inside the Polycart provided by Contractor.]
- 1.03 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 1.04 Brush: Plants or grass clippings, leaves or tree trimmings.
- 1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.
- 1.06 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, four (4) inches in diameter, or 50 lbs. in weight. Total amount of "bundled" material set out for collection each week (per home) shall not exceed two (2) cubic yards (6' x 3' x3').
- 1.07 City: The City of Fulshear.
- 1.08 Commercial and Industrial Refuse: All bulky waste, construction debris, garbage, rubbish and stable matter generated by a customer at a commercial and industrial unit.
- 1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a residential unit.
- 1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.
- 1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.
- 1.12 Commodity Buyer: A buyer or processor selected by Contractor pursuant to the contract documents, of recyclable materials delivered by Contractor.
- 1.13 Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 1.14 Contract Documents: The Request for Proposals, instruction to Contractors, Contractor's proposal, general specifications, the contract performance bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

- 1.15 Container (Refuse): A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.16 Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.
- 1.17 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.
- 1.18 Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight than have expired from any cause except those slaughtered or killed for human use.
- 1.19 Disposal site: See Landfill (Sanitary).
- 1.20 Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.21 Green Waste: Grass, leaves, tree trimmings, branches, tree trunks, and other items derived from plants.
- 1.22 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated hereunder or applicable state law concerning the regulation of hazardous or toxic wastes.
- 1.23 Landfill (Sanitary): A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.
- 1.24 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.25 Polycart: A rubber-wheeled receptacle with a maximum capacity of 35 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.
- 1.26 Recyclable Materials: Commodities collected by the Contractor pursuant to the contract documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PE and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.
- 1.27 Recycle Rebate: Amount Contractor provides to City as profit sharing program from recyclable materials.

- 1.28 Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.29 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.30 Residential Household Hazardous Waste Program: scheduled pickup for a single site or semi-annual pickup of hazardous waste.
- 1.31 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.32 Rubbish: Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).
- 1.32 Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical
- 1.33 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
- 1.34 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.35 Unusual accumulated: (a) For residences, each regular collection more-than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; and (c) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

2.00 TYPES OF COLLECTION

- 2.01 Residential Collection: At the premises of residential accounts held by the City and served by the Contractor, collection, including recyclables shall occur a minimum of once weekly, provided, that: (i) such Municipal Solid Waste is placed in a Polycart provided by the Contractor, (ii) recyclables are placed in a recycle bin or Polycart provided by the contractor and (iii) such Polycarts and/or bins are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit, unless otherwise specified. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.
- 2.02 Excess or Misplaced Municipal Solid Waste. The Contractor shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Polycart provided by the Contractor.
- 2.03 Handicapped Residential Units. The Contractor will assist Handicapped Residential Units with house-side collection of their Polycarts, and/ or Carts, Bags, Boxes or Bundles provided that the Contractor receives prior notice from the Handicapped Residential Unit or the City of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Residential Units.
- 2.04 Brush/Bulk/Green Wastes Collection: In addition, the Contractor **may** provide collection service for brush/bulky/green wastes and/or bundles to all residential customers for up to four (4) cubic yards, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky, Green Waste, and Bundles.
- 2.05 Commercial, Industrial, Institutional, Municipal Facilities and Multi-Family Residential Unit Collections. The Contractor will collect Municipal Solid Waste from Commercial, Industrial, Institutional, Municipal Facilities and Multi-Family Residential Units at least once per week. The Contractor shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Polycarts, Bins or Containers provided by the Contractor. However, the Contractor shall be obligated to offer and provide sufficient service to Commercial, Industrial, Institutional, Municipal Facilities, and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial, Institutional, Municipal Facilities or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Contractor shall be compensated for these additional Services as provided for in the attached Rate Sheet.
- 2.06 Municipal Locations. The Contractor will provide, at no cost to the City, up to an aggregate number of three (3) two, three or four-yard (at the city's discretion) Containers to collect Municipal Solid Waste at City Hall once or twice per week, as needed. Additionally, the Contractor shall provide, at no cost to the City one (1) two, three or four-yard (at the City's discretion) bin at three (3) additional City facilities including the Irene Stern Community Center, 6920 Katy Fulshear Rd, the City of Fulshear Sewer Plant, 30618 FM 1093, and the Cross Creek Ranch Sewer Plant, 29002 ½ FM 1093.
- 2.07 Special Events. The Contractor will provide, at no cost to the City, an adequate number of Container(s) per event to collect Municipal Solid Waste at certain City sponsored events; provided, that the City gives the Contractor reasonable prior written notice of the date of such special event as well as the number of Containers that will be required. Events may be added or deleted as negotiated through later contract amendments.

2.08 Semi -Annual Community Clean-Ups. In addition, the Contractor will provide, at no cost to the City, an aggregate number of two (2) forty-yard Roll-Offs per Clean-Up event with two (2) hauls per Roll-Off to collect Municipal Solid Waste at the City's Annual Community Clean-Up. The event shall be only for the residents of the City and shall be scheduled on a Saturday from 8:00 a.m. to 2:00 p.m. for the residents to bring unwanted items to discard (excluding Hazardous Waste, e-Waste, tires and batteries).

3.00. COLLECTION OPERATION

3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 7:00 o'clock P.M. No collection shall be made on Saturday or Sunday.

3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

3.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

3.04 Holidays: The following shall be holidays for purposes of this Contract:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet his obligation as required. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.**

3.05 Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint or the next business day and shall be promptly resolved. The contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than the next business day if notification is provided after 2:00 p.m.

3.06 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the City, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 3.08 Non-Routine Collection: The Contractor shall be required to provide annual Christmas tree collection for recycling purposes. The Contractor shall provide thirty (30) hauls at no charge, per contract year. Contractor shall furnish, at no charge, 2,000 educational fliers per year. Said fliers shall include information about the Contractor's services in the City of Fulshear, pickup schedule for recyclables and bulky items, and Contractor's contact information. The City reserves the right to review and approve the information printed on the flier.
- 3.09 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TNRCC and/or the USEPA.
- 3.10 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall report the location of such conditions to the City Hall so that proper notice can be given to the customer at the premises to properly contain refuse. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container for an additional fee. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- 3.11 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.
- 3.12 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- 3.13 Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter

refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

5.00 INDEMNITY

The Contractor assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Contractor agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) incident to its performance of the Services caused by a willful or negligent act or omission of the Contractor, its officers and employees. However, the Contractor shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

6.00 REMEDY

The City's remedy for breach of contract under the Contract to be awarded, or the Contractor's failure to perform shall be to make demand under the terms of the Performance Bond, the liability insurance required of the Contractor, and the indemnity provisions of the Contract.

7.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the liability of the Contractor.

8.00 OWNERSHIP

Title to Refuse and Dead Animals shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the customer's premises, whichever last occurs.

9.00 BILLING/COLLECTION

The City will act as collector. The Contractor shall submit statements to and collect from all residential and commercial units for all services provided by the contractor, including those such accounts that are delinquent. Contractor shall submit statements to the City for services provided in accordance with Sections 20 and 3.0.

10.00 DELINQUENT AND CLOSED ACCOUNTS

The contractor shall discontinue refuse collection service at any residential or commercial unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the contractor shall resume refuse collection on the next regularly scheduled collection day.

11.00 CONTRACTOR BILLINGS TO CITY

The contractor shall bill the City for services rendered to residential, multi-family, commercial, and Industrial units at the end of each month and the **City** shall pay the contractor on or before the end of the next month. Such billing and payment shall be based on the price rates and schedules set forth in the contract documents. The contractor shall be entitled to payment for services rendered to residential and commercial units irrespective of whether or not the City collects from the customer for such service.

12.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

13.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. If the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City or has otherwise substantially failed to perform its duties hereunder thirty (30) days after providing notice to the Contractor, the City Council may terminate this Contract.

The City shall not unreasonably withhold condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Contractor can demonstrate that such rate increase is necessary to offset the Contractor's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Contractor may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

14.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at:

The City Manager
30603 FM 1093 Rd.
P.O. Box 279
Fulshear, Texas 77441

If to the Contractor at:

ATTN: _____

or, such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

15.00 FORCE MAJEURE

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

16.00 SEVERABILITY

If any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

**SECTION III:
CONTRACTOR'S STATEMENT OF QUALIFICATIONS AND PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL**

It is the intent of the Statement of Qualifications/Request for Proposal (SOQ/RFP) to consider the proposer's statements of qualifications and to determine the lowest possible cost without regard to potential franchise fees and/or billing fees. All franchise fees and/or billing fees will be determined by the City and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Rate, Franchise Fee (if applicable) and/or Billing Fee. The proposal shall include a section solely for the statement of qualifications and will include/address the following:

SOQ/PROPOSAL FORMAT:

TO: The City Manager of the City of Fulshear, Texas

The undersigned proposer agrees, if this SOQ/RFP is accepted, to enter into a contract with the *City* of Fulshear, Texas ("City"), to complete all services and perform all work in strict conformity with the terms and conditions set forth in the contract document and any laws, statutes, ordinances, rules, or regulations of any governmental agencies or public authorities relating thereto and the restrictive covenants of the **City**.

Proposer declares that no person(s) or entity(ies) other than those named herein are interested in this proposal: that this proposal is made without collusion with any other person, firm or corporation: and that no person or persons acting in any official capacity for or employed by the City are directly or indirectly interested in this proposal, or in any portion of the profit to be derived thereof, or employed by or in any way an owner of any interest in proposer.

This SOQ/RFP is not required by law to be awarded to the lowest responsible proposer. Therefore, the City retains the right to award this contract based upon the SOQ/RFP which is deemed to be the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. **The term for the operations agreement is expected to be for a thirty-seven (37) month period beginning September 1, 2019 and shall include an additional two-year extension thereafter at the discretion of the City Council.**

In submitting this SOQ/RFP, proposer represents, as more fully set forth in the RFP, that proposer has:

1. Examined the Table of Contents, Notice to Proposers, Request for SOQ/RFP's, Instructions to Proposers, Specifications–Outline, General Specifications, Proposal Cost Format, Contractor's Proposal, Performance Bond, Contract for Services, and any addenda or changes to the RFP solicitation, with all conditions contained therein;
2. Examined the actual size and locality where the services are to be performed and there is adequate landfill capacity for the life of this contract and any extension provided for therein;
3. Familiarized himself/herself with the legal requirements, including, but not limited to, all federal, state and local laws, ordinances, rules and regulations;
4. Made such independent investigations as he/she deems necessary;
5. Has **satisfied** himself/herself **as to all conditions affecting cost, progress or performance** of the work and all difficulties that may arise or be encountered in the performance of the work: and
6. Has made his/her bid based on the above examinations, and not based on any representations or promises made to him by the *City*. or any agent of the City.

Proposer agrees as follows:

1. That this proposal shall remain open and may not be withdrawn for one-hundred and twenty (120) days after the prescribed date of acceptance by the City;
2. That he/she accepts all the terms and conditions of the RFP, including, without limitation, those dealing with the disposition of his/her proposal security;
3. And that, upon acceptance of the contract, he/she will execute a contract and will furnish the required Performance Bond and insurance certificates as **set** forth in the attached contract documents.

In accordance with the above understanding and agreements, proposers will submit a Statement of Qualifications as outlined in Sections I and II of the General Specifications and complete the work for the following in the contract area consisting of single and multi-family residential and designated nonresidential customers. Prices shall include all applicable federal, state, county and City taxes for the following and should be provided as a rate schedule **(in table form)** that lists the residential rate per month and per year as a numerical value as well as the amount written in words (all rates shall include landfill fees.):

BASE BID - Residential (Multi-family not included in this item):

Curbside Non- automated: Minimum Solid waste collection and disposal one time per week, container(s) provided by contractor
Recyclables collected, and processed one time per week (container provided By Contractor);
Recycle Rebate to City – (adequate break out/summary of contractor’s costs to recycle vs proposed rebate to City)
Green Waste collected and recycled one time per week in bags or bins provided by customer
Bulky/Bundled Waste – minimum once/month

ALTERNATE 1

Curbside - Automated collection and disposal of refuse (one time per week);
Recyclables collected, and processed one time per week (container provided By Contractor);
Recycle Rebate to City – (adequate break out/summary of contractor’s costs to recycle vs proposed rebate to City)
Green Waste collected and recycled one time per week in bags or bins provided by customer
Bulky/Bundled Waste – minimum once/month

ALTERNATE 2

Curbside Non- automated: Minimum Solid waste collection and disposal two times per week (no Saturdays or Sundays), container provided by contractor
Recyclables collected, and processed one time per week (container provided By Contractor);
Recycle Rebate to City – (adequate break out/summary of contractor’s costs to recycle vs proposed rebate to City)
Green Waste collected and recycled one time per week in bags or bins provided by customer
Bulky/Bundled Waste – minimum once/month

ALTERNATE 3

Curbside Non- automated: Minimum Solid waste collection and disposal two times per week (no Saturdays or Sundays), container provided by contractor
Recyclables collected, and processed one time per week (container provided By Contractor);
Recycle Rebate to City – (adequate break out/summary of contractor’s costs to recycle vs proposed rebate to City)
Green Waste collected and recycled one time per week in bags or bins provided by customer
Bulky/Bundled Waste – minimum once/month

Applicable to the Base Bid and each Alternate above:

The monthly recycling service fee per residential unit for once a week curbside collection of recyclable materials shall be listed as a rate per residential unit and as a rate for residential unit Senior Citizens (65 years old and older) by a per month and a per year rate in a numerical value and as a written amount.

The service fee includes the use of contractor's recycling containers during the term of the contract. The recycling service fee is subject to fee modifications and adjustments as outlined in the contract

OTHER ALTERNATE PROPOSAL ITEMS

Residential Household Hazardous Waste Program
Recycling Services at City Parks and City Facilities
Recycling Services for Multi-Family Residential Properties

COMMERCIAL, INDUSTRIAL, MULTIFAMILY RESIDENTIAL AND MUNICIPAL:

For the Services provided to Commercial, Industrial, Institutional, Municipal Facilities, and Multi-Family Residential Units the Contractor shall outline/show the charge per month for each Container with the appropriate monthly rates and shall list the proposed items in the following manner:

<u>Container Size</u>	<u>Collections Per Week</u>	<u>Monthly Rate</u>
Small Business Hand Pick-Up (up to 2 containers)	One	\$_____
2 yards	One	\$_____
2 yards	Two	\$_____
3 yards	One	\$_____
3 yards	Two	\$_____
4 yards	One	\$_____
4 yards	Two	\$_____
6 yards	One	\$_____
6 yards	Two	\$_____
8 yards	One	\$_____
8 yards	Two	\$_____
10 yards	One	\$_____
10 yards	Two	\$_____

For any collection that the Contractor is required to make in excess of the above weekly figures, the Contractor shall charge an additional \$_____ per month per Container. The foregoing rates apply to all Commercial, Industrial, Institutional, Municipal Facilities and Multi-Family Residential Units that are located within the City's corporate limits.

ROLL-OFF CONTAINERS

For-Roll Off Containers, the Services provided the Contractor shall include a listing for a charge for each Roll-Off as shown below:

Delivery Fee \$ _____
 Rental Fee \$ _____ per day
 Haul Fee – 20 yard \$ _____
 Haul Fee – 30 yard \$ _____
 Haul Fee – 40 yard \$ _____
 Disposal Fee \$ _____ per ton

EXTRA ROLL OFF CONTAINERS:

20 Cubic Yard Per Haul \$ _____
 30 Cubic Yard Per Haul \$ _____
 40 Cubic Yard Per Haul \$ _____
 Delivery and Exchange \$ _____
 Daily Container Rental \$ _____

For all other items of consideration, insert additional pages here.

ADDITIONAL SERVICES:

DISASTER RECOVERY SERVICES - Contractor shall provide debris collection and disposal services which may be required due to damage or destruction from flood, tornado, hurricane, windstorm or any other local disaster. Below is a sample disaster recovery services bid proposal sheet.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

<u>ITEM</u>	<u>DESCRIPTION OF SERVICE</u>	<u>COST</u>	<u>UNIT</u>
1	Bagged Vegetative/Woody Debris Removal at Curbside and Disposal	\$	CY
2	Non-Bagged Vegetative/Woody Debris Removal at Curbside and Disposal	\$	CY
3	Heavy (bulk) Trash Collection not including Vegetative/Woody Debris at Curbside and Disposal	\$	CY
4	Pickup of all Bagged Debris at Curbside and Disposal	\$	TON

- NOTES:**
- A. Tipping fee at final disposal site(s) will be the responsibility of the Contractor
 - B. Items # 1,2, and 3 to be picked up with grapple/brush truck.
 - C. Item #4 to be picked up using compactor trucks.
 - D. CY = Cubic Yard

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

ACKNOWLEDGEMENT OF RECEIPT – CITY OF FULSHEAR CONTRACT DOCUMENT

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

(CONTRACT DOCUMENT PROVIDED AT POINT OF SOLICITATION – DOCUMENT PROVIDED VIA DOWNLOAD FROM CITY WEBSITE AND/OR AVAILABLE WITH SOLICITATION PACKAGE PICK UP AT CITY HALL, 30603 FM 1093, FULSHEAR TEXAS)

THIS REQUEST FOR STATEMENTS OF QUALIFICATIONS AND PROPOSAL IS SUBMITTED TO THE CITY OF FULSHEAR, TEXAS FOR REFUSE COLLECTION AND DISPOSAL BY:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

LEGAL STATUS OF CORPORATION:

_____ INDIVIDUAL; _____ PARTNERSHIP; _____ CORPORATION

_____ JOINT VENTURE

CERTIFIED STATEMENT

I, _____, authorized representative for _____ hereby certify that all of the following supporting data and statements provided by the Contractor, as required in the City of Fulshear's Request for Statements of Qualifications and Proposals on Solid Waste, are true and complete and should be used in determining whether our company is a qualified, responsible vendor.

Print Name

Title

Signature

Company Name

Address

Telephone

E-mail Address

State of Texas)

County of _____)

Before me, _____, the undersigned authority, on this date personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and sealed this _____ day of _____, 2019.

**SOLID WASTE COLLECTION
REQUEST FOR PROPOSAL
Qualification Checklist
(To be completed by City staff)**

Name of Company: _____

- ___1. Initialed Original SOQ/RFP
- ___2. Enclosed two (2) hard copies of SOQ/RFP and one (1) electronic (thumb drive) copy
- ___3. Proposal Bond _____ or \$5,000 Certified Check _____
- ___4. Letter from Surety Co. stating ability to secure performance bond of \$50,000.
- ___5. Certificate of Insurance showing limits:
 - Workers Compensation
 - \$500,000 Comprehensive & General Public Liability
 - \$500,000 Property Damage
 - \$1,000,000 Comprehensive Auto Liability – Bodily Injury
 - \$500,000 Comprehensive Auto Liability – Property Damage
 - \$5,000,000 Excess Umbrella Liability
- ___6. Itemized List of Equipment available for use of Contract
- ___7. Latest Financial Statement(s)
- ___8. Evidence that Contractor is in good standing with State Law
- ___9. Evidence that Contractor has been in business for five (5) years with actual operating experience in refuse collection and disposal, recyclables collection and processing.
- ___10. All other specific information required by proposal documents (Sections I and II of this document).

_____ **QUALIFIED** _____ **DISQUALIFIED**

Reviewed by: _____