



REQUEST FOR PROPOSALS

2013-06-01

REFUSE COLLECTION, RECYCLING AND DISPOSAL SERVICES

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

Sealed, written proposals must be received no later than 2:00 p.m. on Friday, July 19th, 2013. 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 2:00 p.m. on Wednesday, July 24, 2013.

The City Council will award a contract at a meeting to be held on Tuesday, August 20th, 2013 at 7:00 p.m. The proposed services would begin on October 1, 2013.

THIS IS A REQUEST FOR PROPOSALS, NOT A COMPETITIVE BID PROCESS.

**SECTION I:
INSTRUCTIONS TO CONTRACTORS**

1. SCOPE OF WORK

The contractor shall provide, in a good workmanlike manner, 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 1506 residential customer accounts billed and collected by the City and 40 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.

2. PREPARATION OF THE PROPOSAL

Formal proposals shall be received at City Hall on or before 2 p.m. on Friday, July 19th, 2013. Physical address is 30603 FM 1093 Rd, Fulshear, Texas 77441. Mailing address is P.O. Box 279, Fulshear, Texas 77441. For information call 281-346-1796.

Proposals will be evaluated from receipt until Council makes its award at the meeting on Tuesday, August 20th, 2013. The successful proposer must mobilize its equipment and personnel to be ready to begin service to the City on October 1, 2013.

Only the services listed in this Request for Proposal and included in the 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.

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The proposal amount is for a Base Proposal only with Alternates. It is the intent of the proposal 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 then established for the Customer, which includes the Base Rate, Franchise Fee (if applicable) and/or Billing Fee.

Two (2) copies 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 Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City 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 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.

6. 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. 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 certified mail, and if explanations are necessary, a reply shall be made in the form of an Addendum, via certified mail. A copy of this Addendum will be forwarded to each Contractor. Every request for such explanation shall be in writing addressed to the City, PO Box 279, Fulshear, Texas 77441 or faxed to the City Administrator, at 281-346-2556. Any verbal statements regarding same by any person, previous 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 mailed by certified mail, return receipt requested, to all prospective Contractors (at the respective addresses furnished for such purposes), not later than five (5) 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 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 a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal.
- (g) Comprehensive List of Cities with which Company has contracted for Solid Waste collection and disposal at any time within the past five years.

- (h) Comprehensive List of three (3) current Texas Cities 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) Proposed Local Office and Management Team with their resumes.
- (k) Other information at the Discretion of the Proposing Company.
- (l) Pricing information
- (m) Draft copy of contract you expect to use

13. QUALIFICATIONS OF CONTRACTOR

In the event that the City shall require additional supporting data regarding the qualifications of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information:

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the City, that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the Contract.

The Contractor may satisfy any or all of the experience and qualifications requirements of this Paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

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 for the number of residential units 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. In particular, 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. The City intends the Contract be awarded within sixty (60) days following the date Proposals are publicly opened and read.

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 AND TERMINATION

The term of the Agreement shall be for a period of three (3) years, commencing on October 1, 2013 and concluding on September 30, 2016 with a two year renewal option.

22. REMUNERATION

Contractor shall quote a rate for service per household per month. The Contractor shall rebate a franchise fee to the City on a monthly basis; 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.

A. Operating Cost Adjustment. At any time during the term of this Agreement, the Contractor may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Contractor shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. 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.

B. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste covered by this Agreement will be disposed of by the Contractor at a Landfill(s) chosen by the Contractor in its sole discretion (the "Initial Landfill(s)"). In the event that the Contractor is unable to use the Initial Landfill(s) due to reasons out of its control, the Contractor (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Contractor at such other Landfill exceed those previously charged to the Contractor at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Contractor in connection with transporting the Municipal Solid Waste to such other Landfill exceed those that would have been incurred by the Contractor if such Municipal Solid Waste was transported to the Initial Landfill(s).

C. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

**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 containers provided by residents or 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 90 - 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 Bank: a program, which credits customers for the value of their recycling efforts.
- 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: Nonputrescible 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 shall occur a minimum of once weekly, provided, that (i) such Municipal Solid Waste is placed in a Polycart provided by the Contractor and (ii) such Polycarts 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 and/ or one (1) extra 30 Gallon Cart, or 2 Bags, provided by the resident.
- 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 Wastes Collection: In addition the Contractor **may** provide collection service for brush/bulky wastes and/or bundles to all residential customers for up to two (2) cubic yards, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky 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 two additional City facilities including the Irene Stern Community Center and the Cross Creek Ranch Sewer Plant.

- 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 City shall be charged \$_____ per additional haul required. 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. (or such other time period agreed upon between the City and the Contractor) for the residents to bring unwanted items to discard (excluding Hazardous Waste, tires and batteries). The City and Contractor shall mutually agree upon the dates for the clean-up events.

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 in order 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 Contractors 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 Contractor will provide billing to and collection from all residential and commercial accounts.

10.00 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.

11.00 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.

11.00 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:

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.

12.00 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.

13.00 SEVERABILITY

In the event that 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 PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL**

The proposal amount is for a Base Proposal, two alternates and other alternate proposal items. It is the intent of the proposal 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 undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal for the City of Fulshear, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

BASE PROPOSAL (Residential):

Solid waste collection and disposal one time per week, (containers provided by resident); Recyclables collected And processed one time per week (container provided By Contractor); Green Waste collected and recycled one time per week in bags or bins provided by customer.

\$ _____

ALTERNATE 1

Automated collection of refuse (one time per week) and Recyclables (one time per week) in containers provided by The Contractor. Green Waste collected and recycled one time per week in bags or bins provided by the customer.

\$ _____

ALTERNATE 2

Automated collection and refuse (two times per week) and Recyclables (one time per week) in containers provided by Contractor. Green Waste collected and recycled one time per week in bags or bins provided by the customer.

\$ _____

OTHER ALTERNATE PROPOSAL ITEMS

Recycle Bank Program cost, if any.

\$ _____

Residential Household Hazardous Waste Program

\$ _____

Recycling Services at City Parks and City Facilities

\$ _____

Recycling Services for Multi-Family Residential Properties

\$ _____

For the Services provided to Commercial, Industrial, Institutional, Municipal Facilities, and Multi-Family Residential Units the Contractor shall charge per month for each Container utilized the following rates:

<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.

Subject to adjustment by the Contractor in its sole discretion, for the Services provided the Contractor shall charge for each Roll-Off utilized the following fees:

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	\$ _____

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

THIS REQUEST FOR 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 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 _____, 2013.

**SOLID WASTE COLLECTION
REQUEST FOR PROPOSAL
Qualification Checklist**

Name of Company: _____

- ___1. Initialed Original RFP
- ___2. Enclosed two (2) copies of RFP
- ___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.

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

Reviewed by: _____