

REQUEST FOR PROPOSAL  
FOR  
SOLID WASTE COLLECTION SERVICES



Response Deadline

July 11, 2008

3:00 PM Central Standard Time (CST)

To:  
Controller's Office  
Brushy Creek MUD  
16318 Great Oaks Drive  
Round Rock, TX 78681

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**BRUSHY CREEK MUNICIPAL UTILITY DISTRICT  
REQUEST FOR PROPOSAL FOR  
SOLID WASTE COLLECTION SERVICES**

**I. Introduction**

Brushy Creek Municipal Utility District (the "District") is accepting sealed proposals from qualified contractors for solid waste collection services for a **three (3) year** period beginning approximately **October 1, 2008** and ending **September 30, 2011**.

**II. Conditions Qualifying Contractors**

A. Qualifications of Contractor

Proposals will only be accepted from contractors who are actively engaged in offering the service called for in this RFP.

Where a service is to be performed by a subcontractor, the proposer must name the subcontractor, and the District reserves the right to determine whether the named subcontractor is fit and capable to perform the required work.

Each proposer shall submit, with the proposal, supporting data regarding the qualifications of the contractor in order to determine whether the contractor is qualified and responsible. The contractor must furnish the following information:

- i. Satisfactory evidence that the contractor, or in the case of a joint venture, the principal partner, has been in existence as a going concern in recycled materials management and/or solid waste management.
- ii. Evidence that the contractor is licensed or permitted to do business in the State of Texas, County of Williamson.
- iii. Specify the number and type of all packer-type and recyclables collection truck bodies that will be used during the performance of the contract period.

B. Observance of Laws

The contractor at all times shall observe and comply with all Federal, State, County and local laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work.

C. Performance

In case of default by the selected contractor, the District may procure services from other sources and shall hold the contractor responsible for any costs to the District to procure the services of a new contractor and for the costs to the District for providing the services in the interim period between the default and the procurement of a new contractor.

D. Equal Employment Opportunity

The contractor agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, political affiliation, national origin, sex, marital status, status with regard to public assistance, disability, age, arrest or conviction record, or military status. When required by law or requested by the District, the contractor shall furnish a written affirmative action plan.

E. Bond and Insurance Information

The selected contractor shall at all times during the term of the contract maintain in full force and effect the insurance coverage of the types and amounts set forth in the signed contract. The selected contractor will furnish evidence satisfactory to the District to the effect that such insurance has been procured and is in force, and the certificates shall name the District as an additional insured.

Performance bonds must be executed in a form acceptable to the District.

**III. Procedural Instructions**

A. Intent

The RFP process is intended to result in the selection of a contractor whose proposal, conforming to the RFP, will be most advantageous to the District in price for the services and other factors considered. The District desires that the contractor will be fairly compensated for services rendered to the District to include the furnishing of all labor, tools, equipment and materials, supplies and services necessary to satisfactorily collect Refuse from Residential Units within the District, to transport collected Refuse to an authorized disposal location, and to properly dispose of such Refuse and curbside collection, processing and marketing of designated recyclables.

The District is not bound to select one contractor for both District waste and recycling services but may instead choose different contractors for these services.

B. RFP Questions

Questions regarding the proposal process or specific aspects of this RFP must be in writing via e-mail to [m.petter@bcmud.org](mailto:m.petter@bcmud.org), no later than **4:00 PM (CST) June 20, 2008**. The subject line shall read: ***“Questions for Solid Waste Collection Services RFP.”*** Phone calls and faxes WILL NOT be accepted. Questions will be consolidated and provided via e-mail to all proposers on record as having received the RFP.

C. Timeline

RFP distributed to Contractors:	May 1, 2008
Publication in Round Rock Leader:	May 1, 2008 and May 6, 2008
Questions regarding RFP:	June 20, 2008 by 4:00 PM (CST)
Responses to Questions:	June 27, 2008
Proposals due from contractors:	July 11, 2008 by 3:00PM (CST)
Recommendation to Board of Directors:	July 24, 2008
Estimated Implementation:	October 1, 2008

D. Sealed Proposals

Proposals must be submitted in a sealed envelop using the attached response forms. The proposer shall return One (1) original and three (3) exact duplicate copies of the completed proposal forms and other pertinent information and reports to the attention of: Controller's Office, Brushy Creek Municipal Utility District, 16318 Great Oaks Drive, Round Rock, TX by **3:00 PM (CST) on July 11, 2008.** Any proposals received after the above date and time will not be considered. Facsimiles and e-mails will not be accepted.

All proposals must be sealed and the envelope clearly marked, "CONFIDENTIAL SOLID WASTE COLLECTION SERVICES PROPOSAL ENCLOSED."

All costs associated with the preparation and submission of proposals are the sole responsibility of the proposer and shall be signed and dated by an official authorized to bind the company in legal matters.

All submitted proposals become the property of the District and information included therein or attached thereto shall become public record after the agreement is finalized.

**IV. Selection Process**

All proposals will be evaluated by District staff. Its recommendation will be submitted to the Board of Directors for consideration at a regularly scheduled meeting following the proposal date deadline.

The criteria that will be used to make the selection includes the following, not necessarily in the order listed:

- (a) Cost.
- (b) Quality of services.
- (c) Experience in providing services to similar accounts.
- (d) Services proposed match requested services.

The District reserves the right to reject any or all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items as it deems to be in the best interest of the District. Acceptance of a proposal will be based on the total package of services offered by the contractor.

The District may submit written questions to any proposer. These questions will be prepared for the purpose of explanation or clarification of items submitted. Individual questions will be sent only to the proposer expected to answer. Answers must be submitted in writing to the District within three (3) business days of receipt of the question. Written answers will become part of the proposal.

**V. Acceptance of Terms and Conditions**

- A. Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP. The contractor chosen will be required to enter into a formal contract with the District. The entire RFP and response will be incorporated into the contract. If the selected contractor does not execute a contract within thirty (30) days after being notified of selection, the District may give notice to the contractor of the District's intent to select the next most qualified contractor or call for new proposals, depending upon which course of action the District deems most appropriate. The District may cancel the contract for convenience with or without cause upon a minimum of ninety (90) day's

written notice to the contractor. The contractor may not cancel the contract for any reason except for failure of the District to fulfill its obligations after notice and opportunity to cure.

- B. The contractor shall be designated as the District's refuse collection contractor for a three (3) year period, commencing on **October 1, 2008** (or such other date specified in the contract) and ending on **September 30, 2011**. The District and contractor may extend the term of the contract by mutual written agreement.
- C. The contractor agrees to indemnify, hold harmless, and defend the District, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs or expense, including reasonable attorney fees, arising out of or relating to the acts, errors or omissions of the contractor, its employees, agents, or subcontractors.
- D. All prices for services that are contained in the selected proposal shall remain fixed for the entire length of the original contract, with the exception of the following: (1) the addition or modification of services; or (2) termination of contract (in which event all payment obligations of the District shall terminate).
- E. The contractor agrees to record all inquiries or complaints received on a form approved by the District and supplied by the contractor, and the form will be summarized on a monthly basis by the contractor and delivered to the District on a monthly basis or more frequent if requested by the District.

#### **VI. Type of Collection/Required Services**

- A. The contractor shall provide curbside collection of bags, containers, sacks or bundles of refuse to each residential unit once per week. Containers, bags, etc., shall be placed at roadside for collections by 7 a.m. on the designated collection day. Brush not placed in a sack shall be placed in bundles of no more than forty (40) pounds and five (5) feet in length. Sacks or bundles of Refuse shall be limited to forty (40) pounds or less. Contractor shall provide to each residential unit a 96 gallon trash can at no additional cost. For residents that select to pay for recycling services, an 18-gallon recycling container will be provided at no additional cost.
- B. The contractor shall also provide for collection on the regular pick-up day per week of bulky waste which meets the above specifications relating to weight and length. This service shall be included in the base rate.
- C. The contractor shall offer special pick-up services. Special pick-up shall consist of materials requiring special handling, such as items not meeting the size and weight restrictions specified, or pick-up services requested by a customer for a day other than a regular collection day or at times other than regular collection times. Special pick-up shall be requested by the customer and arrangements for payment shall be made between the contractor and the customer. The District shall have no responsibility for payment to contractor regarding special pick-up services.
- D. The contractor agrees to provide at no additional charge, refuse collection services once per week at all District owned buildings and facilities, including all parks, pools, the maintenance yard, and the District's water treatment facility. Contractor shall furnish approximately fifty (50) 96 gallon refuse containers to the District for each of these facilities. Contractor shall also furnish one 30-yard roll off dumpster per month at the District's maintenance yard at no additional cost.
- E. In response to the District's request, the contractor agrees to provide containers for special events conducted by the District at no additional cost, approximately one (1) time per month.

**VII. Average Volume**

The District has the following “typical” monthly volumes:

1 cart, no recycling	2,805
1 cart with recycling	1,590
1 cart, 2 recycle bins	6
2 carts	62
2 carts with recycling	43
3 carts	1
3 carts with recycling	38
TOTAL	4545

**EXHIBIT A**  
**PROPOSAL FORMS INSTRUCTIONS**

- All lines on each form must be completed.
- A checkmark and cost (if applicable) should be entered for each line item of service described on Exhibit B. If a service cannot be met by the proposer, then a checkmark should be placed in the “No” box on the line item representing that service.
- If the proposer will not charge for a service described on Exhibit B, then the term “no cost” should be entered on the line item representing that service.
- If there is no per item cost for a particular service, but an annual fee, then the term “N/A” should be entered on the “unit price” line and an amount entered on the “annual cost line.”
- Exhibits B, C, D, E, and F, must be completed and returned with the proposal.
- All additional documents, reports, and enclosures requested in the RFP must be submitted with the proposal.

**The proposal must be signed and dated by an official authorized to bind the contractor in legal matters.**

**EXHIBIT B  
SERVICES RENDERED**

Instructions: Please check “YES” to verify that service provider will offer the service and indicate the fee/cost for same. If the service is not available, please check “NO”.

FREQUENCY	DESCRIPTION OF SERVICE	YES	UNIT PRICE	MONTHLY FEE	ANNUAL COST	SERVICE NOT PROVIDED
1 x week	Single 96 Gallon Refuse Container, per customer					
2 x week	Single 96 Gallon Refuse Container, per customer					
	Two 96 Gallon Refuse Containers, if requested, per resident					
	Additional refuse container					
	Senior Citizen single 96 Gallon Refuse Container					
	Senior Citizen two 96 Gallon Refuse Container					
	18-gallon recycling container at curbside, per customer					
	Additional recycling container, if requested, per resident					
	Bulky Items at curbside, per customer					
	1 – 20 yard dumpster for MUD Water Treatment Facility for Sludge					
2 x per year	1- 30 yard dumpster for MUD trash, brush, concrete, blacktop & other non-hazardous wastes					
2 x per year	1- 30 yard dumpster for MUD trash, brush, concrete, blacktop & other hazardous wastes					
1 x per	Provide assistance with					

year	annual collection of Christmas trees					
	<b>Supplemental Services:</b> Please use the space below to describe additional services offered which are not listed above including the cost/fee for same					
	<b>TOTAL PROPOSED COST</b>					



- d. Recycling Procedures
  
  - e. Limitation on Items to be collected:
  
  
  - f. Containers (provided and delivery thereof)
- 
- (4) State or submit a copy of your Business Transition Plan immediately prior to, or near completion of, the term of the contract, including the removal of carts and recycling bins.
  
  - (5) Enclose a copy of your current Trash Collection Guidelines including “Refusal to Serve”.
  
  
  - (6) State or attach safety policies including but not limited to: contaminated waste; litter or spillage, and school traffic safety plans.
  
  
  - (7) Equipment list:
  
  
  
  - (8) Identify any discrepancies between the requested services and your proposal:

**EXHIBIT D  
CONFLICT OF INTEREST**

**The Board of Directors of Brushy Creek Municipal Utility District (the “District”) in compliance with Section 49.199 of the Texas Water Code has adopted a Code of Ethics Policy. In accordance with this policy, please disclose the following information:**

- 1. Whether or not any of the Board of Directors or Management Staff listed below has a substantial interest in the contractor’s business or its affiliates.**
  
- 2. Whether or not any of the Board of Directors or Management Staff listed below has a direct or indirect contractual relationship with the contractor or its affiliates.**

**2008  
Board of Directors  
Brushy Creek Municipal Utility District**

- Paul Tisch, Board President**
- Cris Yackle, Board, Vice President**
- Rebecca Tullos, Treasurer**
- Bob Grahl, Assistant Treasurer**
- Russ Shermer, Secretary**
  
- Tom Clark, General Manager**
- Mike Petter, Controller**

**EXHIBIT E**  
**CONTRACT AND ACCEPTANCE**

Upon selection of a contractor, the District shall then negotiate with the contractor a contract that incorporates the terms and conditions of this Request for Proposal, along with other terms and conditions specified by the District. If a satisfactory contract cannot be negotiated, then the District shall end negotiations with that contractor and select an alternative contractor, or end this procurement, as determined in the sole discretion of the Board of Directors of the District.

By execution below, the proposing contractor agrees to the terms and conditions set forth herein.

Proposal Submitted:

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Date

**EXHIBIT F  
CHECK-OFF LIST**

**Instructions:** A check mark is required next to each item as verification that proposer has complied with the requirements for each item as specified in the RFP:

**COMPLETION & SUBMITTAL OF THE FOLLOWING EXHIBITS:**

**Exhibit B – Services Rendered** \_\_\_\_\_

**Exhibit C – Additional Information** \_\_\_\_\_

**Exhibit D – Conflict of Interest** \_\_\_\_\_

**Exhibit E – Contract** \_\_\_\_\_

**Exhibit F– Check off List** \_\_\_\_\_

**ENCLOSURES:**

**RFP:**

**Signed by an official authorized to bind the contractor in legal matters** \_\_\_\_\_

**Submitted in Sealed Envelop marked  
“CONFIDENTIAL SOLID WASTE COLLECTION  
SERVICES PROPOSAL ENCLOSED”** \_\_\_\_\_