

REQUEST FOR PROPOSAL
FOR
SOLID WASTE COLLECTION AND RECYCLING SERVICES



Response Deadline

February 10, 2025

12:00 PM Central Standard Time (CST)

To:

**Catherine Lanzara
Brushy Creek MUD
16318 Great Oaks Drive
Round Rock, TX 78681**

c.lanzara@bcmud.org

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EXHIBITS

EXHIBIT A - Proposal Forms Instructions

EXHIBIT B - Residential Services Pricing Sheet

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EXHIBIT D - Additional Information

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

I. Introduction

Brushy Creek Municipal Utility District (the “District”) is accepting sealed proposals from qualified contractors for solid waste collection and recycling services for a **three (3) year** period beginning approximately **October 1, 2025** and ending **September 30, 2028**. The selected contractor shall be required to furnish all labor, tools, equipment and materials, supplies and services necessary to satisfactorily collect refuse from residential accounts and District facilities located within the District; to transport collected refuse to an authorized disposal location, and to properly dispose of such refuse; and to provide curbside collection, processing and marketing of designated recyclables. The District does not seek Services for commercial establishments located within the District, all of which are responsible for securing their own Services.

II. Procedural Instructions

A. RFP Questions

Questions regarding the proposal process or specific aspects of this RFP must be in writing via e-mail to c.lanzara@bcmud.org, no later than **12:00 PM** (CST) January 27, 2025. 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 posted as an addendum on **February 3, 2025** by 5:00pm CST on the District’s website www.bcmud.org.

B. Timeline:

RFP distributed to Contractors:	January 13, 2025
Publication in Wilco Sun:	January 15, 2025
Publication on Texas Smart Buy:	January 10, 2025
Publication on CivCast:	January 10, 2025
Publication on Brushy Creek MUD Website	January 10, 2025
Questions regarding RFP:	January 27, 2025
Responses to Questions:	February 3, 2025
Proposal due from contractors:	February 10, 2025, by 12:00 P.M. (CST)
Public Proposal Opening:	February 10, 2025, 12:00 P.M.
Interviews:	February 24, 2025, through March 7, 2025
Recommendation to Board of Directors:	March 27, 2025, or April 10, 2025
Estimated Implementation:	October 1, 2025

C. Sealed Proposals

Proposals must be submitted in a sealed envelope 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: Catherine Lanzara, Brushy Creek Municipal Utility District, 16318 Great Oaks Drive, Round Rock, TX by **12:00 P.M. (CST) on February 10, 2025.** 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 AND RECYCLING 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.

III. 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 receipt and evaluation of the proposals.

The criteria that will be used to make the selection includes, but is not limited to, the following factors in no particular order of priority:

- (a) Quality of Services
- (b) Responsiveness to customer complaints and service deficiencies
- (c) Experience and qualifications in providing similar Services
- (d) Cost of Services

THE QUALITY OF SERVICES RENDERED BY THE CONTRACTOR, AND RESPONSIVENESS TO CUSTOMER COMPLAINTS, IS CRITICAL TO THE DISTRICT. THE DISTRICT ENCOURAGES PROPOSERS TO INCLUDE WITHIN THEIR PROPOSALS CONCEPTS THAT REFLECT THE PROPOSER'S COMMITMENT TO ENSURE CUSTOMER COMPLAINTS WILL BE ADDRESSED AND RESOLVED IN A TIMELY MANNER. BY WAY OF EXAMPLE, THE PROPOSAL SHOULD SPECIFY ANY PROPOSED FINANCIAL PENALTIES TO WHICH THE CONTRACTOR WOULD BE SUBJECT FOR FAILURE TO TIMELY RESPOND AND REMEDY CUSTOMER COMPLAINTS OR DEFICIENCIES IN 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.

IV. Final Contract

- A. The contractor selected by the District will be required to enter into a formal contract with the District specifying the terms and conditions under which the selected contractor will render the Services and be compensated. If the selected contractor does not timely execute a contract in the form specified by the District, the District may terminate contract negotiations with such contractor and seek to enter into a contract with the next most qualified contractor or call for new proposals, as determined in the District's sole discretion. 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 contract term shall be three (3) years, commencing on **October 1, 2025** (or such other date specified in the contract) and ending on **September 30, 2028**. The District and contractor may extend the term of the contract by mutual written agreement.
- C. The contract shall obligate the contractor 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 in connection with the Services. Without limitation, the contractor's indemnification obligation shall include any costs incurred by the District for the improper disposal of wastes.
- D. The contract shall require the contractor to record and furnish to the District on a monthly basis all customer inquiries and complaints, and remedial action taken by contractor, regarding the Services on a form approved by the District. The forms will be made available to the District upon request. The contract will require the contractor to summarize all customer inquiries, complaints and remedial action taken by the contractor.
- E. The contract shall require the contractor to report monthly tonnage of both refuse and recycling materials.

V. Pricing and Payment Matters

- A. The selected contractor shall bill the District for all Services to residential accounts. The District shall bill and collect payments from its residential customers directly.
- B. Regular Services rendered to District facilities shall be at no additional cost to the District.
- C. Each proposer must complete **Exhibit "B"** to specify the unit cost for providing

Services according to the type of Services, type of refuse, and number of carts selected by a customer.

- D. The contract must provide cost certainty to the District for all Services rendered for the entire term of the contract. This may be achieved by fixed pricing for the entire contract term, or cost methodologies that specify in detail how any adjustments will be made.

VI. Description of District Service Expectations

- A. Set forth below is a summary of the Services furnished to the District's residential customers by the current provider of Services. Each proposer should specify in its proposal any proposed modifications to these terms:
- i. The contractor shall provide curbside collection of bags, containers (personal cart up to 96-gallons), 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.
 - ii. Brush not placed in sacks shall be placed in bundles of no more than forty (40) pounds and four (4) feet in length.
 - iii. Sacks or bundles of refuse shall be limited to forty (40) pounds or less. Up to six (6) bags or bundles can be placed once per week.
 - iv. Contractor shall provide to each residential unit (1) 96-gallon trash cart and (1) 96 gallon recycle cart at no additional charge. Additional garbage or recycling carts are available to customers for an additional monthly fee.
 - v. Recycling is collected every other week on the regular garbage collection day.
 - vi. The contractor shall provide customer service and be the direct point of contact for residents. The contractor shall provide reports to the District on a bi-weekly basis regarding all customers with complaints (service concerns, cart concerns), cart changes, and bulk pickups. In the instance of a complaint (service concerns, cart concerns), the contractor shall report the complaint within 24 hours to the District.
 - vii. 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.
 - viii. The contractor shall offer two (2) annual bulk item pick-ups per calendar year. Items should weigh forty (40) pounds or less and the length should be no more than three (3) cubic yards. Items include but not limited to: Non-Freon appliances

(washer, dryer, stove etc.) (Please provide 2 feet of side clearance for appliances)
 • Carpeting (must be less than 4' long) • Furniture • Scrap metal (must be less than 4' long) • Treated wood (fence materials) • Mattresses • Tree limbs *must be bundles with rope or twine* - Limbs must not exceed 4" in diameter - Limbs must not exceed 4' in length. This service shall be included in the base rate.

The contractor shall offer an annual Christmas tree recycling day. The trees will be collected curbside, delivered to a recycling facility where they can be processed for mulching.

- B. Set forth below is a summary of the Services furnished to the District at District facilities and events by the current provider of Services. Each proposer should specify in its proposal any proposed modifications to these terms:
- i. The contractor shall provide at no additional charge, refuse collection services once per week at all District owned buildings and facilities, including parks, pools, the maintenance yard, and the District's water treatment plant facility. (**Exhibit C specifies the number of refuse and recycling bins at such facilities**)
 - ii. Contractor shall furnish approximately fifty (50) 96-gallon refuse containers to the District for these facilities.
 - iii. Contractor shall also furnish a total of four (4) 10-yard dumpsters (2) garbage, (2) recycle, to be serviced twice per week. (1) garbage, and (1) recycle at the District's maintenance yard and (1) garbage, and (1) recycle at the District's Community Center at no additional cost.
 - iv. The contractor will provide containers for the following special events conducted by the District at no additional cost. The contractor will provide a trailer, 10 port-O-Potty's, and two (2) ADA compliant facilities for the BBQ Cook-off and Hairy Man Festival. Along with personnel to help with waste services.

Date	Event Title	Location	# of Trash	# of Recycle	Bathrooms	Drop Off Date	Pick Up Date
3/1/2025	Doggy Play Day	Pepper Rock Park - next to the pavilion	5	3		2/28/2025	3/3/2025
3/14-3/15/2025	Community Camp Out	Community Center- the edge of the field/parking lot behind the fire station	5	3		3/13/2025	3/17/2025
4/12/2025	Egg Hunt	Cat Hollow Park - near the sand volleyball court in the center of the park	8	6		4/11/2025	4/14/2025
5/2/-5/3/2025	BBQ Cook-Off	Community Center - West side of parking lot (Recreation side)	60	60	Trailer + 10 Port-O-Potty, 2 ADA	4/30/2025	5/5/2025
5/16/2025	Summer Kick-Off Pool Party	Cat Hollow Park - next to the pool entrance	5	3		5/15/2025	5/18/2025
7/4/2025	4th of July Parade & Festival	Cat Hollow Park - near the sand volleyball court in the center of the park	8	6		7/3/2025	7/5/2025
10/18/2025	Hairy Man Festival	Cat Hollow Park - near the sand volleyball court in the center of the park	50	40	Trailer + 10 Port-O-Potty, 2 ADA	10/16/2025	10/20/2025
12/13/2025	Holiday in the Park	Cat Hollow Park - near the sand volleyball court in the center of the park	8	6		12/12/2025	12/15/2025

Additional Services

Date	Event Title	Location	Port- O - Potties	Hand Washing	Handi-Cap Port-O-Potties	Bathroom Trailer	Drop Off Date	Pick Up Date
5/2/2025	BBQ Cook-Off	Community Center - West side of parking lot (Recreation side)	10	5	2	1	4/30/2025	5/5/2025
10/18/2025	Hairy Man Festival	Cat Hollow Park - near the sand volleyball court in the center of the park	10	2	2	1	10/15/2025	10/20/2025

VII. Quantity of Services

Set forth below is the number of residential accounts and carts for which Services were rendered as of October 2024:

Service Description	Residential Count	Total Carts
1 Cart	3	3
1 Cart / 1 Recycling	5,144	10,288
1 Cart / 2 Recycling	71	213
1 Cart / 3 Recycling	1	4
2 Carts	-	0
2 Carts / 1 Recycling	198	594
2 Carts / 2 Recycling	24	96
2 Carts / 3 Recycling	1	5
3 Carts / 1 Recycling	5	20
3 Carts / 2 Recycling	1	5
5 Carts / 3 Recycling	-	0
NO Charge	17	34
TOTAL	5,465	11,262

**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 C**, 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, F, G and H 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
RESIDENTIAL SERVICES PRICING SHEET**

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

FREQUENCY	DESCRIPTION OF SERVICE	YES	No	UNIT PRICE	MONTHLY FEE	ANNUAL COST	SERVICE PROVIDED YES or NO
1 x week	Single 96 Gallon Refuse Container, per customer						
1 x every 2 weeks	Single 96 Gallon Recycle Container, per customer						
	Additional refuse container						
1 x week	Senior Citizen single 65 Gallon Refuse						
1 x every 2 weeks	Senior Citizen single 65 Gallon Recycle						
	Bulky Items at curbside, per customer, two (2) annual scheduled pick ups per year. Charge for additional pickups after the two (2) annual pickups						
	30-yard dumpster for wood, brush, & trees recycling						
Serviced twice (2) per week	10-yard dumpsters for MUD trash, brush, concrete, blacktop, & other non-hazardous wastes						
Serviced twice (2) per week	10-yard dumpsters for MUD Recycling						
1 x per year	Provide annual curbside collection of Christmas Trees by collecting trees						
	Supplemental Services: Please attach a description of any additional services offered which are not listed above, including the cost/fee for same						
	Provide containers for special events. Provide a trailer port-o-potty with ADA compliant facilities						
	TOTAL PROPOSED COST						

**EXHIBIT C
DISTRICT FACILITIES PRICING SHEET**

NAME	LOCATION	NUMBER OF 96 GALLON GARBAGE CONTAINERS	NUMBER OF 96 GALLON RECYCLE CONTAINERS	PRICING
Highland Horizon Pool	416 Highland Horizon, Austin, TX 78717	3	2	N/A
Sendero Springs Pool	4203 Pasada Lane, Round Rock , TX 78681	4	2	N/A
Cat Hollow Pool	8600 O'Conner Drive, Round Rock, TX 78641	4	2	N/A
Creekside Pool	4300 Brushy Creek Road, Round Rock, TX 78681	4	2	N/A
Sendero Springs Park	4203 Pasada Lane, Round Rock , TX 78681	5	1	N/A
Creekside Park	4300 Brushy Creek Road, Round Rock, TX 78681	5	1	N/A
Highland Horizon Park	416 Highland Horizon, Austin, TX 78717	6	2	N/A
Cat Hollow Park	8600 O'Conner Drive, Round Rock, TX 78641	13	6	N/A
Pepper Rock Park	8609 Pepper Rock Park Drive, Austin, TX 78717	8	1	N/A
Public Works Building	901 Great Oaks Drive, Round Rock, Tx 78641	1 (emptied weekly)	1 (emptied weekly)	N/A
NAME	LOCATION	10 Yard Garbage Dumpster	10 Yard Recycle Dumpster	
Community Center	16318 Great Oaks Drive, Round Rock TX 78681	1	1	N/A
Maintenance Yard	Great Oaks Drive, Round Rock TX 78681	1	1	N/A

NAME	LOCATION	30 Yard Wood		
Maintenance Yard	Great Oaks Drive, Round Rock TX 78681	1 (12 pickups per year)		N/A
NAME	LOCATION	Additional Dumpsters		
Upon request, furnishing 20-Yard dumpster at District water treatment plant facility for collection and disposal of up to 10 tons of sludge	Corner of Great Oaks Drive and Sam Bass Road, Round Rock, Texas			\$_____per disposal (including dumpster and disposal)
Upon request, furnishing 30-Yard dumpster for disposal of non-hazardous waste and debris	At various locations specified by the District from time to time			\$_____per disposal (including dumpster and disposal)

**EXHIBIT D
ADDITIONAL INFORMATION**

Each proposer should complete each question set forth below. (Attach additional sheets if necessary.)

- (1) State the full name and address of company and parent company if a subsidiary.
 - a. State the address of the office location closest to the District Office at 16318 Great Oaks Drive, Round Rock, TX 78681:
 - b. Legal notices should be sent to:
 - c. Name, contact phone number and email address of individual(s) who will be considered responsible for the District account:
- (2) State experience with municipalities or utility districts. Also, identify current customers in Williamson County or Travis County.
- (3) Has your company ever been terminated from services before a contract expiration date? If so, please explain the circumstances for termination.
- (4) State or attach a response for each of the following matters relating to your proposed Services:
 - a. Customer Service- Please describe your procedures for receiving and addressing customer inquiries and complaints. (Attach a copy of your form used to record customer service complaints)
 - b. Specify any proposals to ensure timely resolution of customer complaints, including proposed financial penalties for failure to resolve customer complaints or service deficiencies:

- c. Describe how any missed collections are addressed, including time periods:

- d. State time periods for collections within the District including days and hours (The District's preferred collection times are after 7:00 AM and before 3:00 PM):

- e. Specify Holiday Calendar Schedule:

- f. Recycling Procedures - Please provide recycling procedures along with methods of monthly reporting to the District.

- g. Limitation on Items to be collected or recycled:

- h. Specify whether you are willing to cause containers to be branded with the following Brushy Creek Logo at no additional cost:



- i. Please provide any detail on technology used to monitor collection and recycling Services and customer service.
- (5) State or submit a copy of your Business Transition Plan immediately prior to, or near completion of the term of the contract, including the installation and removal of carts and recycling bins.

- (6) Enclose a copy of any current Trash Collection Guidelines including excluded wastes or materials.
- (7) State or attach safety policies including but not limited to: contaminated waste; litter or spillage, and school traffic safety plans.
- (8) Describe whether Proposer utilizes automated trucks or persons to pick up curbside bins.
- (9) Describe how many vehicles and type used to provide the Services:
- (10) 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.
- (11) Attach 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.
- (12) Attach evidence that the contractor is licensed or permitted to do business in the State of Texas, County of Williamson.
- (13) Identify any discrepancies between the requested services and your proposal:

- (14) Attach any additional information you would like the District to consider for purposes of evaluating the quality and cost of Services rendered by Proposer:

Exhibit E

Questionnaire and Information Form

QUESTIONNAIRE AND INFORMATION FORM

Proposer MUST complete this form in its entirety. If a question is not applicable, Proposer should state "not applicable".

BUSINESS AND CONTACT INFORMATION

Business Name: _____ Federal Tax ID # _____

Address: _____ City/State/Zip: _____

Contact Name: _____ Phone #: _____ Fax #: _____

E-Mail: _____ Web Site: _____

Number of Years been in Business: _____

Type of Business Entity: Corporation LLC LP LLP Other _____

In What State & Year Did Business Organize in Your Current Structure: _____

Full Legal Name of Parent or Holding Company, if any: _____

(Note: if there are several tiers of ownership, attach a corporate organizational chart)

Services Provided by Business: _____

PROPOSER INFORMATION/PERFORMANCE

In the past three (3) years, has Business:

- (a) Been engaged in any litigation? Yes No If yes, attach explanation.
- (b) Completed all contracts it was awarded? Yes No If no, attach details.
- (c) Been awarded a bonus for early completion of work? Yes No If yes, attach details.
- (d) Defaulted on a contract? Yes No If yes, attach details.
- (e) Been assessed liquidated damages? Yes No If yes, attach details.

SIGNATURE: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

Exhibit F

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**EXHIBIT F
CONFLICT OF INTEREST**

The Board of Directors of the District, in compliance with Section 49.199 of the Texas Water Code, has adopted a Code of Ethics Policy, and the District is subject to the requirements of Chapters 171 and 176 of the Texas Local Government Code. In accordance with the District's policy and Texas law, please disclose the following information:

1. Whether or not any of the Board of Directors or Management Staff listed below, or a family relative thereof, has a substantial interest in the Contractor or its affiliates.
2. Whether or not any of the Board of Directors or Management Staff listed below, or a family relative thereof, has an employment or other business relationship with the Contractor or its affiliates.
3. Whether the Contractor has provided a gift to any of the Board of Directors or Management Staff listed below or a family relative thereof.

Furthermore, Texas Government Code Section 2252.908 ("Section 2252.908") requires business entities entering into a contract with a local government entity such as the District to complete a FORM 1295 promulgated by the Texas Ethics Commission (TEC) (which is available on the TEC website at <https://www.ethics.state.tx.us/forms/1295.pdf>) and to file it electronically with the TEC before the time the business entity executes and submits the contract to the local governmental entity. As a condition of execution of a contract for the Project by the District, the contractor will be required to electronically file a FORM 1295 with the TEC and provide the District with a completed FORM 1295 and certification of filing generated by the TEC's electronic filing application, as required by Section 2252.908.

District Board of Directors

President/Assistant Treasurer- Michael Tucker
Vice-President- Kim Filiatrault
Secretary- Ken Reifschlager
Treasurer- Rebecca Tullos
Assistant Secretary - Tracey Calloway

District Staff

Shean Dalton, General Manager
Amy Giannini, District Engineer
Alex Owens, Recreation Manager
Bradley Holsapple, Facilities Manager
Chelsea Lockhart, Administration Manager

**EXHIBIT G
CONTRACT
ACKNOWLEDGEMENT**

By execution below, proposer acknowledges and agrees that upon selection of a contractor, the District shall seek to negotiate 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 the proposer and select an alternative proposer, or end this procurement, as determined in the sole discretion of the District. Under either circumstance, the District shall be without further duty or obligation to the proposer.

Proposal Submitted:

Name of Contractor

Address

Authorized Signature

Title

Telephone

E-mail address

Date

**EXHIBIT H
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 – Residential Services Pricing**
- Exhibit C - District Services Rendered** _____
- Exhibit D – Additional Information** _____
- Exhibit E –Questionnaire & Information Form** _____
- Exhibit F – Conflict of Interest**
- Exhibit G – Contract Acknowledgement** _____
- Exhibit H –Check off list** _____
- Exhibit I –Map of Service Area** _____

ENCLOSURES:

RFP:

Signed by an official authorized to bind the contractor in legal matters _____

**Submitted in Sealed Envelope marked
“CONFIDENTIAL SOLID WASTE COLLECTION
SERVICES PROPOSAL ENCLOSED”**

Exhibit I

