

REQUEST FOR PROPOSAL (RFP)
MUNICIPAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES
FOR THE CITY OF FAIR OAKS RANCH

1. INTRODUCTION

The City of Fair Oaks Ranch (City) intends to award a contract for municipal solid waste collection, disposal and recycling services. The City is requesting proposals for the collection, removal and disposal of municipal solid waste for residential services and to divert suitable materials for recycling ("RFP"). The City reserves the right not to award a contract after reviewing proposals that were submitted or at any time in which proposals are pending. The City will award the contract to the lowest responsible bidder most highly qualified bidder who provides the best value for the municipality. Proposers interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document. Responses must follow the order and sequence of this Request.

Please read the entire package before proposing, to assure compliance with the RFP. Proposers shall make the necessary entry in all blanks provided. The entire set of documents constitutes the RFP. The Proposer must return this document with all information necessary to properly analyze proposer's response in total.

2. MONTHLY CONTRACT RATE PER RESIDENTIAL UNIT FOR MUNICIPAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES FOR THE CITY OF FAIR OAKS RANCH

By submitting a response to this RFP, Proposers agree that they have carefully read and considered all the terms and conditions of the "Request for Proposal for Municipal Solid Waste Collection, Disposal and Recycling Services for the City of Fair Oaks Ranch" and the attached Franchise Agreement and are offering to perform such services on behalf of the CITY, in the type, quantity, and in the manner described, and subject to and in accordance with the terms and conditions outlined in the Introduction above, the Franchise Agreement, and at the rates (expressed in words and figures) hereinafter set forth. Rates shall be submitted as follows:

- 2.1.** Total Monthly Residential Rate inclusive of disposal costs for solid waste services to include collection and disposal of Residential Garbage Refuse, Brush and Bulky items, and Wastewater Sludge and Screenings, and Recycling Materials.
- 2.2.** Total Monthly Residential Rate including annual Household Hazardous Waste event inclusive of disposal costs for solid waste services to include collection and disposal of Residential Garbage and Refuse, Brush and Bulky items, and Wastewater Sludge and Screenings, Recycling Materials, and Household Hazardous Waste.

3. MONTHLY CONTRACT RATE FOR ADDITIONAL CONTAINERS

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

4. FRANCHISE FEE

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

- 4.1.** Pay the City a franchise fee equal to three (3%) percent of the gross receipts of the Contractor for Residential Unit services provided in the City. Franchise fee shall be paid each quarter, within thirty days after the quarter. The City may inspect the books of the Contractor related to the services provided to the City upon reasonable notice, at any time during business hours.

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

5. ENHANCED PROPOSAL OPTIONS SUBMITTED AT PROPONENT'S DISCRETION
(Proposer to provide as an attachment)

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

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

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

7.1.1 BRUSH AND BULKY ITEMS

Brush includes personally-trimmed and severed parts of all domestically cultivated trees and shrubbery. Above average disposal of brush should be taken into consideration as historically, up to 600 tons, per event has been picked up.

Bulky items consist of household items such as large appliances with Freon removed, household fixtures, furniture, yard equipment with gas removed, mattresses, etc. Items have no size or weight limitations but are limited to residential and domestic items. Does not include commercial construction waste, remodeling materials or demolition debris.

7.1.2 BRUSH AND BULKY ITEMS CURBSIDE PICK UP

The collection and disposal of curbside Brush and Bulky items.

7.2. CITY
The City of Fair Oaks Ranch, Texas.

7.3 CITY FACILITIES
All municipal-owned buildings located at 7286 Dietz Elkhorn (City Hall Complex), 30955 Meadow Creek Trail (Fire Station) and 7895 Fair Oaks Parkway (Fire Station), and at the Wastewater Treatment Plant located off of No Le Hace Road.

7.4. CITY MANAGER
The Fair Oaks Ranch City Manager or his/her authorized designee.

7.5. COMMERCIAL CONTAINER
Metal receptacles designed to be lifted and emptied mechanically provided by the Contractor.

7.6 CONTRACT

The selected Proposer shall be required to sign a Municipal Solid Waste Collection, Disposal and Recycling Services Franchise Agreement to include the terms provided for in this RFP and any other requirements of the City.

7.7. CONTRACTOR

The person, corporation, partnership, or legal entity performing the services provided for under this proposal and the resulting contract.

7.8. CONTRACTOR'S PUBLIC EDUCATION PROGRAM

A Program, maintained by the Contractor, that provides information of materials to be collected, a list of materials that cannot be collected or items which will require a special fee based pick-up, and how to prepare materials for the weekly solid waste and recycling services as well as annual brush/bulky item pick up and household hazardous waste events.

7.9. DEAD ANIMAL COLLECTION

The collection of dead animals stored in the City's storage cooler.

7.10. DISPOSAL SITE

A legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste and dead animals.

7.11. FRANCHISE AGREEMENT

An agreement granting the right and responsibility to provide the Scope of Services provided for within this RFP.

7.12. HOUSEHOLD HAZARDOUS WASTE

Household Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or special disposal treatment. EPA considers some leftover household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic as household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care when disposed of.

7.13. LANDFILL

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

7.14. MONTHLY RESIDENTIAL RATE

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

7.15. PROPOSER

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

7.16. RECYCLING AND RECYCLING FACILITY

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

7.17. RECYCLING COLLECTION

Weekly curbside and City Facility collection of recyclable materials.

7.18. RECYCLING MATERIALS

Recycling Materials includes, but not limited to the following:

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

Glass - Bottles and jars with labels and lids.

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

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

Other: As detailed, in the proposal, by the Contractor such as foil, Styrofoam, etc.

Recycling Materials not allowed includes mirrors, window, ceramic or other glass or glazed materials, and scrap metal.

7.19. REQUEST FOR PROPOSAL

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

7.20. RESIDENTIAL CONTAINERS

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

7.21. RESIDENTIAL GARBAGE AND REFUSE

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

7.22. RESIDENTIAL UNIT

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

7.23. ROLL-OFF CONTAINER

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

7.24. SCREENINGS

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

7.25. STORM DAMAGE

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

7.26. WASTEWATER SLUDGE

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

8. AREA SERVICED BY THIS PROPOSAL

- 8.1.** The area of the City to be serviced by this Proposal is that area commonly known as the City limits of the City of Fair Oaks Ranch, detailed in the map in Attachment I. The City reserves the option to alter the physical boundaries of the City of Fair Oaks Ranch shown on the attached map at any time during the contract period.
- 8.2.** The service area contains approximately 3000 residential units. This house count is subject to an upward adjustment to accommodate the anticipated future development in the City. The Contractor will bill each residential unit in the extension areas at the same current rate at the time that service is extended.
- 8.3.** Contractor will have exclusive rights to collection of single-family residences of solid waste and recyclables within the City. However, the Contractor's rights will not include items such as material hauled by owner, occupant, or from Contractors whose materials is incidental and removed at no additional cost with the use of owned vehicles (e.g. roofers, construction contractors, etc.)
- 8.4.** Contractor shall make every effort to continue to provide weekly residential collection of solid waste and recyclable services on same day of the City's current collection schedule as of September 30, 2017.

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

Proposer's response shall include at least the following services in accordance with this RFP, and such other optional services in the enhanced proposal opportunity provided under Section 5, provided such proposed optional services are found to be acceptable by the City. The day ordained by City Council for executing residential solid waste collection, disposal and recycling services for the area within the City of Fair Oaks Ranch shall be October 1, 2017.

9.1. WEEKLY COLLECTION.

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

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

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

9.2 CONTAINERS.

9.2.1. RESIDENTIAL CONTAINERS - Contractor shall provide one Residential Container each for: 1) Residential Garbage and Refuse and 2) Recycling Materials to each residential unit. Preferred colors for containers are green and brown.

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

- **City Hall Complex** – one (1) 5-yard metal receptacle designed to be lifted and emptied mechanically and ten (10) 96-gallon wheeled containers made of rigid plastic.
- **Fire Stations** – one (1) 96-gallon wheeled container made of rigid plastic at each location.
- **Wastewater Treatment Plant** – one (1) 20- and one (1) 30-yard Roll-Off Container, and four (4) 96-gallon wheeled containers made of rigid plastic.

9.3. RECYCLING EDUCATION PROGRAM.

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

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

9.4. RECYCLING FACILITY.

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

9.5. ADDITIONAL SERVICES.

Contractor shall render the following additional services:

9.5.1. Curbside Brush and Bulky Item collections twice per calendar year, preferably February and August, to be coordinated and scheduled through the City Manager. During the collection period, all items of non-hazardous waste placed out along the CITY's right-of-way shall be picked up. CONTRACTOR is responsible for an advance notice on customer procedures of collection that shall be mailed to each residential unit. Announcements of the pickup service shall be mailed in appropriate time to allow customers one week to place items out prior to start of pickup service in their zone. At least four zones should be utilized. As CITY

does not have a transfer/staging area, CONTRACTOR should plan accordingly for disposal travel time.

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

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

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

9.5.5. Wastewater Sludge and Screenings removal and disposal:

- **Wastewater Sludge** – Collected in a 30-yard Roll-Off Container at a frequency of twice (2) per week.
- **Screenings** - Collected in four (4) 96-gallon wheeled, drainable, plastic waste wheelers at a frequency of twice (2) per week.

9.5.6. One scheduled Household Hazardous Waste collection event per calendar year.

9.6. EDUCATION INFORMATION.

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

9.7. CUSTOMER SERVICE OFFICE

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

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

9.8. FLEET.

Provision and maintenance of a fleet of solid waste collection vehicles sufficient in number and capacity to perform the work and render the services required. All equipment, including motor vehicles and trucks shall be kept clean and, in good condition and repair at all times. The trucks used in the collection of garbage shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and rubbish. Said collection vehicles shall have Contractor's name and telephone numbers painted on each side of the vehicle. Contractor shall supply detailed inventories including photographs of their equipment and all accessories by type, model, and year of manufacture and anticipated remaining useful life as of the date of inventory sheet in Attachment V, VI and VII. Such equipment shall include:

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

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

- 9.9.** Contractor shall supply all necessary transportation and storage facilities for all materials and equipment necessary to perform the Scope of Services required under this RFP. All transportation and storage functions shall be performed by duly licensed and qualified service providers and shall be in compliance with all environmental, health, and safety regulations.
- 9.10.** Contractor shall be responsible for all applicable local, state and federal taxes and charges, including any state solid waste levy fee in effect. Contractor specifically agrees to pay all applicable solid waste, recycling and household hazardous waste vehicle licensing and permitting fees.
- 9.11.** Submission of a business plan, including budget cost allocations, consisting of a schedule for the Scope of Services required, collection methodology that will be used, recycling material and marketing plan, and cost accounting scheme.
- 9.12.** Contractor shall be required to follow all applicable local, state and federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. Contractor shall assume all responsibility and liability of all waste once loaded into the Contractor's vehicle, including, but not limited to, safe transportation of waste material, and ensuring that disposal is performed in accordance with regulations. Contractor shall be responsible for the legal disposal of non-recyclable material at a State-approved facility.
- 9.13.** Provision of a Holiday Collection Schedule in Attachment III.

10. QUALIFICATIONS/ BID SECURITY/PERFORMANCE BOND OR PERFORMANCE DEPOSIT IN LIEU OF PERFORMANCE BOND

Submission of a statement of its qualifications to include the following:

- 10.1.** The financial and operational capabilities of the company for providing the Scope of Services required under this RFP.
- 10.1.1. Bid (Proposal) Deposit:** Proponents must furnish the City with a bid (proposal) deposit in the amount set forth in the RFP, being \$5,000. The deposit is submitted with the bid (proposal response). No bid proposal is complete without the bid deposit. The deposit must be a cashier's check payable to the City of Fair Oaks Ranch. Deposits shall be retained by the City until a final Franchise Agreement is signed and all conditions necessary to the award are satisfied. Bid deposits are intended to hold proponents to the full execution of their respective proposals until conclusion of the award process. At conclusion of the solicitation and award process, bid deposits will be returned to proponents.

10.1.2. Performance Bond: During the term of this Contract and any extension thereof, the Contractor agrees to procure and maintain a performance bond (i) payable to the City, (ii) issued by a surety acceptable to the City, and (iii) conditioned upon the Contractor truly and timely performing all of its obligations under this Contract. Such performance bond shall be for a minimum of 100% of the first year value of the awarded Contract. The City will not enter into a Franchise Agreement until the successful proponent has complied with Performance Bond requirements of this RFP.

10.2. Specific information regarding any previous recycling programs that the proposer has implemented/operated within the past five years, including the names, titles and telephone numbers of contact persons at the involved entities for which the program service was performed and/ or agencies that may have been responsible for the program's regulatory oversight.

10.3. Pertinent information about community involvement and membership in good standing of business, civic, community, and environmental organizations. Identify recognition for community service, if any.

11. INSURANCE REQUIREMENTS

11.1. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$2,000,000 per occurrence covering all work performed by the Contractor, its employees, sub-contractors, or independent contractors shall be provided. If this coverage can only be obtained on a "claims made" basis the certificate of insurance must clearly state coverage is on a "claims made" basis. Coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Contract, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Contract, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$2,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Contract.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Contract, automobile liability insurance with either a combined limit of at least \$4,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per occurrence and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the

Contractor.

Qualifying Insurance: The insurance required by this Contract shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

11.2. Secure the following for the benefit of the City with respect to the above required insurance, so that the City shall:

- Be identified as an additional insured on all policies except Worker Compensation Policy;
- Be provided with thirty-(30) days advance notice in writing of cancellation in any policy;
- Be provided with Certificates of Insurance, as Attachment VIII, evidencing the above required insurance pursuant to this Agreement, and thereafter with certificates evidencing renewals or replacement of said policies of insurance; and
- Be provided with waiver of Subornation on Workers Compensation in favor of the City.

12. BILLING AND COLLECTION

Contractor shall bill and collect, in accordance with the monthly fee schedule established by the Franchise Agreement, from all residential units within the contracted service area. City will not be responsible for, and will not provide assistance with collection of delinquent accounts.

13. TERM

The term of the Franchise Agreement shall be for a five (5) year period with no guarantee of renewal.

14. SELECTION CRITERIA BASED ON QUALIFICATIONS/REQUIREMENTS

A City selection committee, as established by the City Manager, will review the proposals and recommend the most highly qualified submitting firms. In the event of equally qualified firms, the Committee may invite the top matched firms for interviews. All proposals will be judged according to adherence to providing services at the best value, thoroughness of provided information, firm's background and related experience, the financial stability of the firm, and cost of service.

The City may also request additional information from Proposers at any time prior to final approval of a selected Proposer. The City reserves the right to reject any or all proposals, or to negotiate modifications or proposals submitted; and accept part or all of the proposals on the basis of considerations other than proceeds or cost. Final approval of a selected Proposer is subject to the action of the City of Fair Oaks Ranch City Council.

15. PROPOSAL PREPARATION

An original (stamped or labeled "Original") and ten (10) signed copies of a "Proposal to furnish Municipal Solid Waste Collection, Disposal and Recycling Services for the City of Fair Oaks Ranch" shall be received at the City of Fair Oaks Ranch 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78015 not later than 3:30 PM Central Standard Time on July 13, 2017. Response submissions shall become a part of the Contract pertaining to obligations and representations made by the successful Proponent. Response submissions must be set forth in the order devised within this RFP.

The proposal shall be accompanied with a business plan, to include a project start up schedule, method of service, materials to be recycled, schedule of services, a cost accounting scheme, qualifications of

contractor, list of comparable-city size Contractor services or have serviced, and other pertinent information required in this Request. The cost accounting scheme shall detail transportation collection, disposal, storage, delivery, marketing, billing, and Educational Program cost so that the CITY may properly evaluate the plans. The City reserves the right to ask for clarification of response items from the proponent without effecting disqualification. This reserved right goes to all items in the proposal as well as those described here.

An authorized official of the Proposer must print or type his/her name and MANUALLY SIGN THE BID.

16. PROPOSAL SUBMITTAL AND OPENING

SUBMISSION DEADLINE: July 13, 2017 at 3:30 p.m.
MAILING ADDRESS: Office of City Secretary
City of Fair Oaks Ranch
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015
PROMINENTLY MARK ENVELOPE: "PROPOSAL TO FURNISH MUNICIPAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES FOR THE CITY OF FAIR OAKS RANCH"
OPENING OF SEALED PROPOSALS: July 13, 2017 at 3:30 p.m., City of Fair Oaks Ranch, City Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch

Proposals shall be opened so as to avoid disclosure of contents to competing proposers and shall be kept secret and confidential during the process of negotiation. At the public opening, only the names of the proposing firms will be announced. All proposals submitted for the RFP shall be open for public inspection after Contract award. Clearly marked and identified trade secrets and confidential information contained in the proposal shall not be opened for public inspection upon request under the Public Information Act. If a third party challenges the trade secret or confidentiality of the information, it will be the responsibility of the proposer to incur all liabilities for that challenge.

17. INQUIRIES ABOUT PROPOSAL SUBMITTAL

All requests for clarification of any item in this proposal shall be submitted in writing, no later than June 29, 2017. Any amendments or clarifications will be developed as expeditiously as possible and distributed to all Proponents. Communications are to be made in writing and addressed to:

City of Fair Oaks Ranch
Attn: Deputy City Manager
7286 Dietz Elkhorn
Fair Oaks Ranch, Texas 78015
(210) 698-0900 x204

18. RFP SCHEDULE

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

June 20 1st publication of Notice of RFP in Boerne Star.
June 27 2nd publication of Notice of RFP in Boerne Star.
June 29 Last day to receive written clarification inquiries.

- July 13 Ten (10) copies of Proposal due no later than 3:30 p.m.
- July 18-19 Selection Committee, if needed, interviews potential proposers and makes recommendation of best value Contractor.
- Aug 3 Regular City Council meeting to award Agreement.

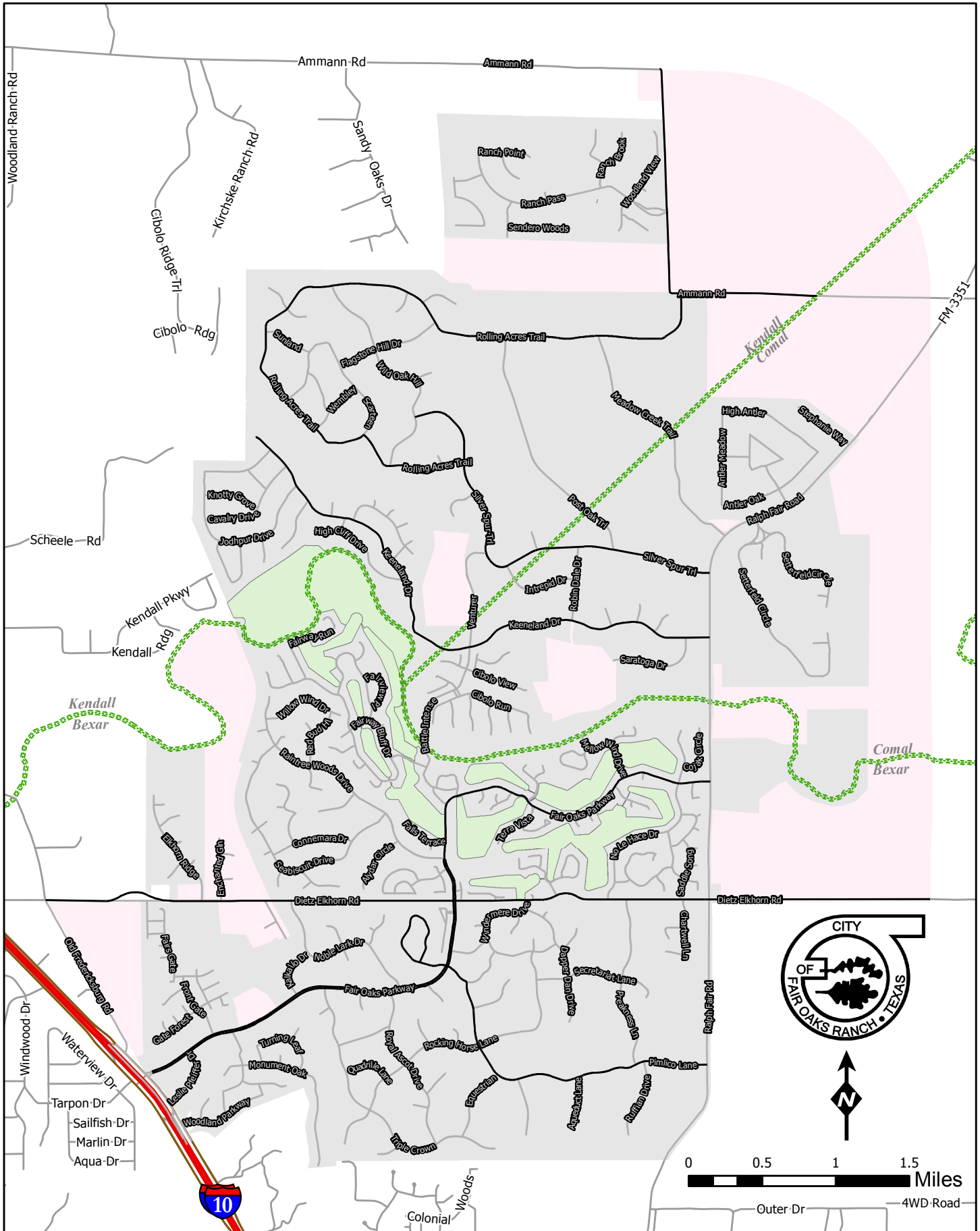
LIST OF ATTACHMENTS

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

ATTACHMENT I

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

Fair Oaks Ranch City Boundary & ETJ



ATTACHMENT II
Summary of Services to be Provided by the Contractor

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

ATTACHMENT III
Holiday Collection Schedule

List of Holiday dates which will not have Collection Service and what is the amended Collection date

ATTACHMENT IV
Operation History Disclosure Requirement

1. Have any individuals to be assigned to perform this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class "C" in the last five- (5) years? If yes, please indicate name(s) and nature of the indictment or conviction.

2. Has your company or any members of your team been terminated (or Cause or otherwise) from any work being performed for the City of Fair Oaks Ranch or any other Federal, State, Local Government or private entity? If yes, please indicate the firm that experienced termination and describe the nature of the termination event in detail. Include in this disclosure any attempts to terminate such contractual relationships which attempts may still be pending or unresolved.

3. Provide references for other similar-sized or larger municipalities you service

4. Provide a narrative of your firm's regulatory compliance history during the last ten- (10) years as that history pertains to operations in the state of Texas within any applicable Federal regulatory requirements and the Texas Commission on Environment Quality and its predecessor agencies. Such narrative shall include information for any subsidiaries or affiliates.

ATTACHMENT V
Garbage Collection Vehicle

(Complete one form for each type of vehicle)

1. Manufacturer, Model and Year: _____

A. Cab and Chassis _____

B. Body _____

C. Engine _____

D. Transmission _____

2. Number of Vehicles: _____

3. Body: _____

A. Type of Body _____

B. Rated Capacity _____ cubic yard

C. Practical/Net Capacity _____ cubic yard

D. Type of Body Loading _____

E. Location of Loading
by Crew Member _____

F. Direction and Type
of Unloading _____

G. Vehicle owned, leased or
other? _____

ATTACHMENT VI
Recyclables Collection Vehicle

(Complete one form for each type of vehicle)

1. Manufacturer, Model and Year: _____

A. Cab and Chassis _____

B. Body _____

C. Engine _____

D. Transmission _____

2. Number of Vehicles: _____

3. Body: _____

A. Type of Body _____

B. Rated Capacity _____ cubic yard

C. Practical/Net Capacity _____ cubic yard

D. Type of Body Loading _____

E. Location of Loading
by Crew Member _____

F. Direction and Type
of Unloading _____

G. Vehicle owned, leased or
other? _____

ATTACHMENT VII
Bulky Waste and Brush Collection Vehicle

(Complete one form for each type of vehicle)

1. Manufacturer, Model and Year: _____

A. Cab and Chassis _____

B. Body _____

C. Engine _____

D. Transmission _____

2. Number of Vehicles: _____

3. Body: _____

A. Type of Body _____

B. Rated Capacity _____ cubic yard

C. Practical/Net Capacity _____ cubic yard

D. Type of Body Loading _____

E. Location of Loading
by Crew Member _____

F. Direction and Type
of Unloading _____

G. Vehicle owned, leased or
other? _____

Attachment IX

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
RESIDENTIAL GARBAGE AND REFUSE WASTE
IN THE CITY OF FAIR OAKS RANCH, TEXAS**

_____, 2017

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
RESIDENTIAL GARBAGE AND REFUSE WASTE
IN THE CITY OF FAIR OAKS RANCH, TEXAS**

STATE OF TEXAS

COUNTY OF KENDALL

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of _____, 2017, by and between _____ (the "Contractor"), and the City of Fair Oaks Ranch, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Contractor the exclusive franchise, license and privilege to collect, haul and dispose of Residential Garbage and Refuse, Brush and Bulky items, Wastewater Sludge and Screenings (as such terms are defined herein individually and collectively referred to a "Municipal Solid Waste") within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Contractor and the City hereby agree as follows:

SECTION 1. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Contractor, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

SECTION 2. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2017 and concluding on September 30, 2022.

SECTION 3. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Brush And Bulky Items - Brush includes personally-trimmed and severed parts of all domestically cultivated trees and shrubbery. Above average disposal of brush should be taken into consideration as historically, up to 600 tons, per event has been picked up. Bulky items consist of household items such as large appliances with Freon removed, household fixtures, furniture, yard equipment with gas removed, mattresses, etc. Items have no size or weight limitations but are limited to residential and domestic items. Does not include commercial construction waste, remodeling materials or demolition debris.

Brush And Bulky Items Curbside Pick Up - The collection and disposal of curbside Brush and Bulky items.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

City - The City of Fair Oaks Ranch, Texas.

City Facilities - All municipal-owned buildings located at 7286 Dietz Elkhorn (City Hall Complex), 30955 Meadow Creek Trail (Fire Station), 7895 Fair Oaks Parkway (Fire Station), and the Wastewater Treatment Plant off of No Le Hace Road.

City Manager - The Fair Oaks Ranch City Manager or his/her authorized designee.

Commercial Container - Metal receptacle designed to be lifted and emptied mechanically for use at City Facilities.

Contractor - The person, corporation, partnership, or legal entity performing the services provided for under this Agreement.

Contractor's Public Education Program - A Program, maintained by the Contractor, that provides information of materials to be collected, a list of materials that cannot be collected or items which will require a special fee based pick-up, and how to prepare materials for the Residential and Garbage and Refuse services as well as annual brush/bulky item pick up and household hazardous waste events.

Dead Animal Collection - The collection of dead animals stored in the City's storage cooler.

Disposal Site - A legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste and dead animals.

Franchise Agreement - An agreement granting the right and responsibility to provide the Scope of Services provided for within this RFP.

Holidays - The following days shall be considered Holidays:

Household Hazardous Waste - Household Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or special disposal treatment. EPA considers some leftover household products that can catch fire, react, or explode under certain circumstances,

or that are corrosive or toxic as household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care when disposed of.

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

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

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

Recycling Collection - Weekly residential curbside and City Facility collection of recyclable materials.

Recycling Materials - Recycling Materials includes, but not limited to the following:

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

Glass - Bottles and jars with labels and lids.

Cans - Empty aluminum and steel/tin cans used for beverages and food. **Rigid Plastic Containers** - Household plastic containers labeled #1-7 with recycling symbol on the bottom of container. Labels and lids may be present.

Other: As detailed, in the proposal, by the Contractor such as foil, styrofoam, etc.

Recycling Materials not allowed includes mirrors, window, ceramic or other glass or glazed materials, and scrap metal.

Residential Containers - A 96-gallon wheeled container made of rigid plastic and provided by the Contractor.

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

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

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

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

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

Wastewater Sludge - The accumulated solids separated from the wastewater during processing. That portion of settled solids from the final clarifiers removed from the wastewater treatment processes to the solids drying beds or other solids handling facilities.

SECTION 4. OPERATIONS.

A. **Scope of Service and Operations.** It is expressly understood and agreed that the Contractor will provide the following services (the "Services"):

1. **Weekly Collection.** Unless defined a Holiday under this Franchise Agreement Contractor shall provide the following Weekly collection:

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

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

1) **City Hall Complex** – collected in 96-gallon and five-yard commercial containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units.

2) **Fire Stations** - collected in 96-gallon containers at a frequency of once (1) per week and collected by the Contractor on a day as the weekly collection of residential units

3) **Wastewater Treatment Plant** – collected in 96-gallon containers and 20 and 30-yard Roll-Off Containers at a frequency of twice (2) per week and collected by the Contractor on days as the weekly collection of residential units.

2. **Containers.**

a. **Residential Containers** - Contractor shall provide one Residential Container each for:

1) Residential Garbage and Refuse; and

2) Recycling Materials to each residential unit. Preferred colors for containers are green and brown.

b. Commercial Containers – At a minimum, Contractor shall provide the following commercial containers to the following City Facilities:

1) City Hall Complex – one (1) 5-yard metal receptacle designed to be lifted and emptied mechanically and ten (10) 96-gallon wheeled containers made of rigid plastic

2) Fire Stations – one (1) 96-gallon wheeled container made of rigid plastic at each location.

3) Wastewater Treatment Plant – one (1) 20- and one (1) 30-yard Roll-Off Container, and four (4) 96-gallon wheeled containers made of rigid plastic.

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

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

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

4. Curbside Brush and Bulky Item collections twice per calendar year, preferably February and August, to be coordinated and scheduled through the City Manager. During the collection period, all items of non-hazardous waste placed out along the City's right of way shall be picked up. Contractor is responsible for an advance notice on customer procedures of collection that shall be mailed to each residential unit. Announcements of the pick up service shall be mailed in appropriate time to allow customers one week to place items out prior to start of pickup service in their zone. At least four zones should be utilized.

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

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

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

8. Wastewater Sludge and Screenings removal and disposal:
 - a. Wastewater Sludge – Collected in a 30-yard Roll-Off Container at a frequency of twice (2) per week.
 - b. Screenings - Collected in four (4) 96-gallon wheeled, drainable, plastic waste wheelers at a frequency of twice (2) per week.
9. One scheduled Household Hazardous Waste collection event per calendar year.
10. Recycling Materials shall be disposed of at _____. Contractor may change the location of the Recycling Facility, however, must receive written approval from the City, such approval not to be unreasonably withheld.
11. Residential Garbage and Refuse shall be disposed of at a Landfill.

SECTION 5. RATES AND FEES.

The rates and fees to be charged and received by the Contractor are as follows:

SECTION 6. FRANCHISE FEE.

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

1. Pay the City an amount equal to three (3%) percent of the gross receipts of the Contractor for Residential Unit services provided in the City. Said amount shall be paid each annual quarter, within thirty days after the quarter.
2. Pay to the City an amount equal to 50% of the net proceeds from the sale of all Recyclable Material collected from participants in the recycling program. Said amount shall be paid to the City each annual quarter, within thirty days after the quarter.

Contractor shall make available to City any and all documents and books necessary and related to the services provided under the Agreement upon reasonable notice, at any time during business hours for purpose of audit and verification of the fees to be paid hereunder.

SECTION 7. BILLING.

Contractor shall bill and collect, in accordance with the monthly fee schedule established herein, from all residential units within the contracted service area. City will not be responsible for, and will not provide assistance with collection of delinquent accounts.

SECTION 8. HOURS OF SERVICE.

For all the Services provided hereunder, the Contractor's hours of service shall be as provided for in this Agreement. The Contractor will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Contractor shall provide such services on the immediately following business day.

SECTION 9. CUSTOMER SERVICE.

A customer service office for billing, arrangement of services, and receipt of complaints shall be available during normal business hours to respond to customer and city inquiries within two (2) hours of the initial call. Contractor shall, on billing statements, provide the Contractor's customer service phone number. A 24 hour emergency telephone number with a representative available to respond to emergency calls from the City shall be made available.

SECTION 10. VEHICLES AND EQUIPMENT.

Contractor shall provide and maintain a fleet of solid waste collection vehicles sufficient in number and capacity to perform the work and render the service required under this Agreement. All equipment, including collection vehicles shall be kept clean and in good condition and repair at all times. The trucks used in the collection of garbage shall be all metal, with completely enclosed "packer" type bodies that are designed and manufactured for the collection of garbage and rubbish. Said collection vehicles shall have Contractor's name and telephone numbers painted on each side of the vehicle.

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

Vehicles used by the Contractor for the collection, hauling and disposal of Residential Garbage and Refuse and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Residential Garbage and Refuse and Recycling Materials onto the City's public streets, or properties adjacent thereto. All collection vehicles used by the Contractor shall be washed and deodorized once per week.

SECTION 11. INSURANCE COVERAGE.

Contractor Liability Insurance: Contractor errors and omissions liability insurance with limits of liability not less than \$2,000,000 per occurrence covering all work performed by the Contractor, its employees, sub contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$2,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$4,000,000 per occurrence for bodily injury and property damage or split limits of at least \$2,000,000 for bodily injury per person per occurrence and \$2,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by a non assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Contractor shall secure the following for the benefit of the City with respect to the above required insurance, so that the City shall:

- Be identified as an additional insured on all policies except Worker Compensation Policy;
- Be provided with thirty-(30) days advance notice in writing of cancellation in any policy;
- Be provided with Certificates of Insurance evidencing the above required insurance pursuant to this Agreement, and thereafter with certificates evidencing renewals or replacement of said policies of insurance; and
- Be provided with waiver of Subornation on Workers Compensation in favor of the City.

SECTION 12. PERFORMANCE SECURITY.

During the term of this Agreement and any extension thereof, the Contractor agrees to procure and maintain a performance bond (i) payable to the City, (ii) issued by a surety acceptable to the City,

and (iii) conditioned upon the Contractor truly and timely performing all of its obligations under this Agreement. Such performance bond shall be in the amount of \$_____ (a minimum of 100% of the first year value of the Agreement) and shall be in effect for the duration of this Agreement and any extensions thereof.

SECTION 13. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any materials not covered under this Agreement; provided, however, that the Contractor and the owner or occupant of a Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of any such materials.

SECTION 14. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Contractor without the prior written consent of the City; provided, however, that the Contractor may assign this Agreement to any direct or indirect affiliate or subsidiary of the Contractor or to any person or entity succeeding to all or substantially all of the Contractor's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 15. ENFORCEMENT.

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein.

SECTION 16. COMPLIANCE WITH APPLICABLE LAWS.

The Contractor shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Residential Garbage and Refuse, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Contractor in order to insure compliance with this Section.

SECTION 17. DUE CARE.

The Contractor shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 18. PERSONNEL AND PERFORMANCE STANDARDS.

The Contractor shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Contractor, its agents, servants and employees shall

perform the Services in a courteous, competent and Contractor manner. During the term of this Agreement and any extension thereof, the Contractor shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 19. TERMINATION.

Any failure by the Contractor or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the City (and signed by the Mayor), constitute grounds for forfeiture and immediate termination of all the Contractor's rights under this Agreement, and all such rights shall become null and void.

City may terminate the Agreement at anytime, without cause, upon providing Contractor 180 days written notice of it's intent to terminate.

SECTION 20. 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) CAUSED BY AN INTENTIONAL, WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS AND EMPLOYEES.

SECTION 21. INDEPENDENT CONTRACTOR.

Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

SECTION 22. 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 war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 23. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas, County of Kendall and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court.

SECTION 24. CUMULATIVE REMEDIES.

Pursuit of the remedies described in herin shall not preclude pursuit of any other remedies provided in this Agreement or any other remedies provided by law, nor shall pursuit of any remedy provided in this Agreement constitute a waiver of any amount or performance due from the Contractor under this Agreement or of any damages accruing by reason of the violation of its term, provisions and covenants. No waiver of any violations shall be deemed or construed to constitute a waiver of any other violation or other breach of any the terms, provisions and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies as provided on an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

SECTION 25. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 26. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF FAIR OAKS RANCH CITY COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN

MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS
____ DAY OF _____, 2017.

_____ CORPORATION

_____, Texas _____

CITY OF FAIR OAKS RANCH, TEXAS
7286 DIETZ ELKHORN
FAIR OAKS RANCH, TX 78015

By: _____

By: _____
Name: Tobin Maples
Title: City Manager

ATTEST:

By: _____
Name: Christina Picioccio
Title: City Secretary