

FERN BLUFF MUNICIPAL UTILITY DISTRICT

Williamson County, Texas

REQUEST FOR PROPOSALS SOLID WASTE AND RECYCLING COLLECTION SERVICES

Issued: July 1, 2026

Proposals Due: Tuesday, July 21, 2026, 2:00 p.m. (Central Time)

1. Introduction and Background

1.1 The District. Fern Bluff Municipal Utility District (the “District”) is a municipal utility district created and operating under the Texas Constitution and Chapters 49 and 54 of the Texas Water Code. The District provides services to approximately 1875 residential connections located within its boundaries in Williamson County, Texas.

1.2 Purpose. The District requests sealed written proposals from qualified, experienced firms (“Bidder(s)”) to provide residential solid waste (garbage), recycling, composting (see Section 3.5 below), and bulky-item collection, hauling, and disposal services to customers within the District (the “Services”), together with all carts, equipment, labor, transportation, disposal, customer service, and reporting necessary to perform the Services. The Services will be regulated by the terms and conditions of a contract (the “Contract”) promulgated by the District

1.3 Incumbent and Transition. The District anticipates transitioning to the successful proposer with a Service Commencement Date of September 1, 2026, coordinated with the termination of the incumbent agreement. The successful proposer must accomplish an orderly transition with no interruption of service to District customers, including coordination of incumbent cart removal and distribution of the successful proposer’s carts.

1.4 Procurement Vehicle. This is a competitive request for proposals seeking the best value to the District. Award, if any, will be based on the evaluation criteria in Section 8 below and is not required to be made to the Bidder offering the lowest price.

2. Procurement Authority and Reservation of Rights

2.1 Authority. The District provides for and contracts for solid waste collection and disposal services under Texas Water Code § 54.203, which authorizes a municipal utility district to establish and operate a municipal solid waste collection and disposal system, including recycling, to make proper charges for the service, to require its use as a condition of receiving other district services, and to enter an exclusive contract with a private entity to provide the service to all land and persons within its boundaries. This procurement is conducted as a discretionary best-value RFP.

2.2 Reservation of Rights. The District expressly reserves the right, in its sole discretion, to: (a) reject any or all proposals; (b) waive any informality, irregularity, or technicality in any proposal; (c) request clarifications, interviews, presentations, or best-and-final offers from one or more Bidders; (d) negotiate the terms of the Contract with one or more Bidders; (e) award to the Bidder whose proposal is most advantageous to the District based on the evaluation criteria, which need not be the lowest-priced proposal; (f) make no award and re-solicit; and (g) amend, modify, or cancel this RFP at any time. Issuance of this RFP does not oblige the District to award the Contract or to pay any cost incurred in preparing a proposal.

2.3 Costs. All costs of preparing and submitting a proposal are the sole responsibility of the Bidder. The District will not reimburse any proposal preparation or related costs.

3. Scope of Services

3.1 General. The successful bidder (the “Contractor”) shall furnish all labor, supervision, vehicles, carts, equipment, fuel, transportation, disposal, and customer service necessary to collect and

dispose of residential solid waste and recyclable materials for all residential connections within the District, plus service to the District facilities and common-area locations identified in Exhibit A.

3.2 Collection Frequency. Solid waste (garbage): once per week. Recycling: bi-weekly. Bulky/large-item collection: on an on-call basis, limited to two (2) collections per residential unit per calendar year, as further described in Section 3.6. Composting (organics and yard waste): please see Section 3.5 below. Collection days and routes are subject to District approval; the Contractor shall observe the holiday schedule approved by the District.

3.3 Carts and Containers. The Contractor shall provide, deliver, maintain, repair, and replace wheeled collection carts at no separate charge to customers, including a [96-gallon] solid waste cart and a [96-gallon] recycling cart per residential unit, with additional or alternate-size carts available on request. Carts remain the property of the Contractor unless otherwise agreed.

3.4 Disposal and Processing. All collected solid waste shall be transported to and disposed of at a TCEQ-permitted Type I municipal solid waste landfill. Recyclable materials shall be delivered to a permitted materials recovery facility. All collection, transportation, processing, and disposal shall comply with the Texas Solid Waste Disposal Act (Texas Health & Safety Code Chapter 361) and 30 Texas Administrative Code Chapter 330.

3.5 Composting and Organics. The District may elect to add composting (organics) collection at the prices stated in the pricing form, either District-wide or as a voluntary subscription that individual customers may elect at the stated add-on rate, with charges applied only to subscribing units. If the District elects this service, the Contractor shall provide curbside collection of organics — yard waste and food scraps — in a separate organics cart on a to be determined schedule (weekly or every-other-week) and shall deliver collected organics to a permitted composting facility. The proposer shall list accepted and prohibited materials, describe contamination handling, and identify the composting facility to be used.

3.6 Bulky Waste and Exclusions. Bulky/large-item collection shall be provided on an on-call basis, with each residential unit entitled to two (2) bulky-item collections per calendar year at no additional charge. The proposer shall describe its scheduling process, reasonable per-collection size and volume limits, and any items requiring special handling. The Services exclude hazardous waste, household hazardous waste, tires, liquids, construction and demolition debris, and other materials excluded by applicable law; the proposer shall describe how excluded materials and electronics are handled.

3.7 Missed Collections and Customer Service. The Contractor shall remedy missed collections by the next business day after notice, provide a local or toll-free customer-service line during business hours, maintain a complaint-tracking system, and provide an online account/service portal. Proposer shall describe service standards and response times.

3.8 Vehicles and Personnel. The Contractor shall use clean, well-maintained, properly registered collection vehicles operated by trained, licensed drivers in uniform with visible identification, and shall comply with all applicable U.S. DOT, OSHA, and state safety requirements.

3.9 Reporting. The Contractor shall provide monthly reports of tonnage collected, recycling tonnage and diversion rate, missed collections, and complaints, and an annual summary report, in a format acceptable to the District.

3.10 Transition and Mobilization. The Contractor shall coordinate with the District and the incumbent provider to achieve a seamless transition by the Service Commencement Date, including removal of the incumbent's carts, delivery of the Contractor's carts, customer notice, and route setup, with no interruption of service. Proposer shall submit a written transition plan (see Section 5 below).

3.11 Regulatory Compliance. The Contractor shall comply with all applicable federal, state, and local laws and regulations and maintain all permits, licenses, and registrations required to perform the Services throughout the term.

4. Contract Term

4.1 Initial Term. The initial term will be three (3) years, commencing on the Service Commencement Date of September 1, 2026.

4.2 Renewals. The District may, in its sole discretion and upon mutual agreement, renew the contract for two (2) additional one (1)-year terms on the same terms, subject to any agreed price adjustment under Section 6.

4.3 Termination. The contract will include termination-for-cause and termination-for-convenience provisions and District remedies, to be finalized in the contract.

5. Proposal Content and Format

Each proposal shall include the following, tabbed and in the order listed:

- Cover letter signed by an authorized representative, with proposer's legal name, address, contact, and acknowledgment of all addenda.
- Company information: ownership, years in business, local operations, and capacity to serve the District.
- Experience and qualifications, including a description of comparable municipal utility district or residential collection contracts.
- References: at least three (3) current or recent Texas governmental clients of comparable size (Exhibit B).
- Service plan and operations: collection methodology, carts, customer service, technology, and reporting.
- Transition/mobilization plan addressing cart changeover, customer notice, and continuity of service (Section 3.10).
- Pricing on the Pricing Form (Exhibit C), including any proposed price-adjustment mechanism.
- Financial stability information demonstrating capacity to perform (e.g., recent financial statements or equivalent).
- Required forms: Conflict of Interest Questionnaire (Form CIQ) and Certificate of Interested Parties (Form 1295) as described in Section 11, and a non-collusion statement.
- A clear statement of any exceptions to this RFP or the District's form of contract; absence of stated exceptions is deemed acceptance.

6. Pricing

6.1 Form of Pricing. Bidders shall state an all-inclusive monthly rate per residential connection covering collection, carts, fuel, transportation, recycling, and disposal, with separate line items for bulky-item service and for District facility/common-area locations, on the Pricing Form (Exhibit C). Optional add-on services (such as composting) are priced separately and are not included in the base monthly rate used for price evaluation.

6.2 Price Adjustment. Bidders shall describe any proposed annual price-adjustment mechanism (for example, a Consumer Price Index adjustment capped at 3% and/or a fuel surcharge). Pricing shall be held firm for at least the first twelve (12) months of the initial term.

7. Insurance, Bonds, and Indemnification

7.1 Insurance. The Contractor shall maintain commercial general liability, automobile liability, workers' compensation, and umbrella/excess coverage in amounts to be specified in the contract, naming the District as additional insured where appropriate, and waivers of subrogation in the District's favor, with certificates provided before commencement.

7.2 Performance Security. The District may require a performance bond or other security in an amount to be specified.

7.3 Indemnification. The Contract will require the Contractor to indemnify and hold the District harmless to the fullest extent permitted by law, consistent with the District's form of contract. The District is a political subdivision of the State of Texas and is therefore prohibited under the Texas Constitution from indemnifying third parties. Therefore, the Contract will not include reciprocal indemnity.

8. Evaluation Criteria

Proposals will be evaluated to determine the best value to the District using the following weighted criteria:

Criterion	Weight
Price and cost of services	35
Experience and qualifications (comparable contracts)	20
Service plan and operations (frequency, carts, customer service, technology)	20
Transition / mobilization plan	10
References and past performance	10
Financial stability and capacity	5
Total	100

8.1 Process. The District may shortlist Bidders, request interviews or presentations, conduct reference and permit checks, seek clarifications, and request best-and-final offers before recommending an award to the Board.

9. Submission Instructions

9.1 Deadline. Proposals must be received by the District no later than 2:00 p.m. (Central Time) on Tuesday, July 21, 2026. Proposals received after the deadline will not be considered.

9.2 Submission Method. Proposals must be submitted by email (primary method); hand delivery is also permitted. Proposals received after the deadline by either method will not be considered.

- **By email:** submit the complete proposal as a single PDF (or clearly labeled PDF files) to gm@fernbluffmud.org with the subject line “RFP FBMUD Solid Waste — [Proposer Name].” A proposal is timely only if it is received in the District’s inbox by the deadline in Section 9.1; the District’s inbox time stamp controls. The District will acknowledge receipt by reply email, but the proposer is solely responsible for confirming receipt and for allowing adequate transmission time. Total message size must not exceed 10 MB; for any larger submission, the proposer must request a secure upload link from gm@fernbluffmud.org at least [24] hours before the deadline.
- **By hand delivery:** a proposer may instead deliver one (1) original and two (2) copies in a sealed package marked “RFP FBMUD Solid Waste — [Proposer Name]” to Fern Bluff Municipal Utility District, Attn: General Manager, 7320 Wyoming Springs Drive, Round Rock Texas 78681 by the same deadline. The District’s date-and-time stamp controls.

9.3 Opening. Because this is a best-value procurement, proposals will not be publicly opened or read. The District will record the proposals received and evaluate them under Section 8. Bidder names may be released after award, consistent with the Texas Public Information Act.

9.4 Questions. All questions must be submitted in writing to gm@fernbluffmud.org no later than 5:00 p.m. on July 14, 2026. Responses and any addenda will be posted to the District website. Bidders may not rely on oral responses.

10. Schedule

Milestone	Date / Time
RFP issued / solicitation opens	July 1, 2026
First newspaper publication	July 1, 2026
Second newspaper publication	July 8, 2026
Written questions due	July 14, 2026 – 5:00 p.m.
District responses / addenda posted	July 16, 2026
Proposal submission deadline (close)	July 21, 2026 – 2:00 p.m.
Evaluation period	July 22 – July 24, 2026
Board meeting / anticipated award	July 28, 2026

The District reserves the right to modify this schedule by addendum.

11. General Terms and Conditions

11.1 Public Information. Proposals are subject to the Texas Public Information Act (Government Code Chapter 552) and will be available for public disclosure after award, subject to limited exceptions. A proposer who believes specific information is excepted (for example, as a trade secret under Section 552.110) must clearly mark that information; a blanket confidentiality legend is not effective. Final disclosure is governed by the Act and any ruling of the Texas Attorney General.

11.2 Conflict of Interest. Bidders must comply with Chapter 176 of the Texas Local Government Code and submit a completed Conflict of Interest Questionnaire (Form CIQ) if required.

11.3 Statutory Verifications. The Contract will require the Contractor to make, and comply with throughout the Contract term, certain statutory verifications, representations, and covenants required under Chapters 2252, 2271, 2274, and 2276 of the Texas Government Code.

11.4 Certificate of Interested Parties. Before the Board may award the Contract, the Contractor must file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission and provide a copy to the District, as required by Section 2252.908 of the Texas Government Code.

11.5 Ethics. Bidders shall not offer any gift, favor, or thing of value to any District director, officer, employee, or agent, and shall not engage in collusion. The District may reject any proposal involving a conflict of interest or improper conduct.

11.6 Addenda. Only written addenda issued by the District modify this RFP. Bidders are responsible for monitoring the District website for addenda and must acknowledge all addenda in their proposals.

11.7 Independent Contractor. The Contractor will perform as an independent contractor and not as an agent or employee of the District.

11.8 Governing Law and Venue. This RFP and any resulting contract are governed by Texas law, with venue in Williamson County, Texas.

11.9 No Waiver of Immunity. Nothing in this RFP or any resulting contract waives any governmental immunity or defense available to the District except to the extent expressly provided by statute.

12. Exhibits and Required Forms

- Exhibit A — District facility / common-area service locations and connection count.
- Exhibit B — Reference form.
- Exhibit C — Pricing Form.
- Exhibit D — Conflict of Interest Questionnaire (Form CIQ) and Form 1295 instructions.
- Exhibit E — District's form of contract.

EXHIBIT A
Service Locations and Connection Count

The District currently serves approximately 1875 occupied residential connections. The Bidder shall also provide collection service at the District facility and common-area locations listed below. The counts and locations below are approximate and provided for proposal purposes only; the proposer is responsible for verifying quantities.

Location / Facility	Address	Service Type(s)	Frequency
Community Center	7230 Wyoming Springs	Trash/Recycle	weekly/biweekly
Water Tower	8511 Priest River Dr	Trash/Recycle	weekly/biweekly
Fern Bluff Park	17823 Park Valley Dr	Trash/Recycle	weekly/biweekly
Brightwater Park	8601 Brightwater Blvd	Trash/Recycle	weekly/biweekly
Olson Meadows Park	4200 Brushy Creek Rd	Trash/Recycle	weekly/biweekly
Maintenance Yard	7410 Wyoming Springs	Roll Off	As necessary

EXHIBIT B

Reference Form

Provide at least three (3) references for comparable Texas governmental solid waste and recycling collection contracts. Reproduce this form if additional references are submitted.

Reference 1

Client / Entity	
Contact name and title	
Telephone	
Email	
Contract term (start – end)	
Approx. residential units served	
Scope of services	
Currently active? (Yes / No)	

Reference 2

Client / Entity	
Contact name and title	
Telephone	
Email	
Contract term (start – end)	
Approx. residential units served	
Scope of services	
Currently active? (Yes / No)	

Reference 3

Client / Entity	
Contact name and title	
Telephone	
Email	
Contract term (start – end)	
Approx. residential units served	
Scope of services	
Currently active? (Yes / No)	

EXHIBIT C

Pricing Form

All rates are all-inclusive (collection, carts, fuel, transportation, recycling processing, and disposal) unless otherwise stated. Complete every line. In the event of any conflict, unit pricing controls.

Item	Basis	Proposed Price (\$)
Residential solid waste and recycling collection	Per residential connection, per month	
Composting/organics collection	Per residential collection, per month	
Bulky / large-item collection (two collections per unit per year)	Included in monthly rate (Yes / No); if separate, per collection	
District facility and common-area locations (Exhibit A)	Per month, all locations	
Additional / overflow cart (optional service)	Per cart, per month	
20 yard roll off dumpster	Per haul	

Estimated total monthly charge (line 1 rate multiplied by approximately 1875 connections):

\$ _____

Proposed annual price-adjustment mechanism (for example, CPI-U capped at 3%, effective each contract anniversary; fuel surcharge, if any — describe):

Adjustment mechanism	
Index / cap	
First adjustment date	

Pricing held firm through (date): _____. Are all carts, fuel, transportation, recycling, and disposal included in the rates above? Yes _____ No _____ (if No, explain on an attached page).

Authorized signature

Printed name and title

Company

Date

EXHIBIT E
Form of Agreement (Material Terms)

The District will enter into a written services agreement with the successful proposer. The agreement will incorporate this RFP and the accepted proposal and will include, at a minimum, the material terms below. The District will furnish its form of agreement for execution; terms remain subject to negotiation consistent with the best-value award.

- Parties and recitals incorporating this RFP and the accepted proposal by reference.
- Scope of services as described in Section 3 and Exhibit A, including frequency, carts, bulky service, disposal, customer service, and reporting.
- Term, renewals, Service Commencement Date, and the transition obligations in Sections 3.9 and 4.
- Compensation at the rates in Exhibit C, with the agreed price-adjustment mechanism, and billing and payment terms.
- Insurance, performance security, and indemnification (Section 7).
- Service standards, missed-collection remedies, reporting, and service credits or liquidated damages.
- Compliance with law, permits, and TCEQ requirements (Section 3.11).
- Default and cure, termination for cause and for convenience, and District remedies.
- Public Information Act, Chapter 176, Form 1295, and ethics provisions (Section 11).
- Independent-contractor status; no waiver of governmental immunity; Texas law and Williamson County venue; entire agreement, amendment, assignment, and notice provisions.