

REQUEST FOR PROPOSALS



ANNUAL CONTRACT FOR TRANSPORTATION, DISPOSAL, RECYCLING AND PACKAGING OF CITY-GENERATED **NON-HAZARDOUS** WASTES (NHW)

PROJECT: ENV 22-05: NHW

DUE DATE: SEPTEMBER 15, 2022

Submitted by:

Company Name

(print or type name of signatory)

Mailing Address

(signature)

City, State, Zip

Title

Telephone

Email

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1.0 REQUEST FOR PROPOSALS

1.1 PROJECT DESCRIPTION

Proposals are being primarily accepted for the packaging, transportation, and disposal of City-generated non-hazardous waste on an as-needed basis. Locations will vary for pick-up of all wastes. Refer to section 2.5, Scope of Work, for a more detailed description. There is no guaranteed minimum work under this contract.

Each provider including subcontractors shall NOT be listed on the Excluded Parties List System (www.epls.gov). Before proceeding on each project the provider including subcontractors will have to certify they are NOT on the EPLS. Proposals are being accepted for packaging, transportation, recycling, and disposal of aggregated non-hazardous waste, as described in the Scope of Work, Section 2.5.

1.2 GENERAL REQUIREMENTS

Proposals will be received at the **Purchasing Office**, City of Fort Worth, 200 Texas Street, Fort Worth, Texas 76102, until **1:30 p.m., Thursday, September 15, 2022** and will be opened and publicly read aloud approximately thirty minutes later in the Council Chambers.

The project name is **ENV 22-05: NHW**

After evaluating the Proposals submitted, the City will select the Offeror that provides the Best Value to the City and enter into negotiations with that Offeror. The City may discuss with the selected Offeror options for a scope or time modification and any price change associated with such modification.

The offers will be valid for **ninety (90) calendar days**.

The Proposal Documents submitted in accordance with this Request for Proposal shall remain valid for ninety (90) days after the due date.

All Providers must comply with:

- Chapter 17, "Human Relations," Article III, "Discrimination," Division 3, "Employment Practices," of the Code of the City of Fort Worth, prohibiting discrimination in employment practices.
- Fort Worth ordinance 20020, Business Diversity Enterprises.
- All work performed under the contract shall be in strict adherence to all applicable Federal, State, and local rules and regulations.

Proposal documents, addenda, and specifications may be obtained from the City of Fort Worth Web site at <http://www.fortworthgov.org/purchasing/> in portable document format (PDF), or may be viewed at the Environmental Quality Division office at 908 Monroe Street, 7th Floor, Fort Worth, Texas 76102, during normal business hours. Contact Roger Grantham, at 817-392-8592 or email Roger.Grantham@fortworthtexas.gov for assistance.

1.3 PRE-PROPOSAL MEETING AND REGISTRATION OF INTENT

A pre-proposal meeting will be scheduled for Wednesday, August 24, 2022 at 10:00 a.m. at the Code Compliance, Environmental Quality Division offices located at 908 Monroe Street, City Hall Annex, 7th Floor Conference Room, Fort Worth, Texas 76102. The purpose of the meeting is to allow potential proposers to ask questions and request clarifications. The meeting is not mandatory, but is recommended. A Microsoft TEAMS approach will also be available.

1.4 INTERPRETATION OF RFP DOCUMENTS

All requests for an interpretation of the RFP must be made in writing and received by the Code Compliance – Environmental Quality Division, by fax or email (preferred), up until seven days prior to bid opening. The person submitting the request will be responsible for its prompt delivery. No oral requests for interpretation will be answered.

Requests for interpretation of city-generated non-hazardous waste items must be submitted to:

Mr. Sam Barrett, Environmental Management Analyst
Code Compliance – Environmental Quality Division
samuel.barrett@fortworthtexas.gov

The City also will post addenda on its Purchasing website (<http://fortworthtexas.gov/purchasing/>). The City will not be responsible for any other explanations or interpretations.

1.5 CONFLICTS

Should there be conflicts between the bid documents and the final executed contract document, the final contract shall take precedence.

1.6 HOW TO SUBMIT A BID

Each Contractor must submit **one (1) electronic copy (PDF format on “flash” or “thumb-drive only”)** of their bid to the City. All items to complete the submittal must be included within the bid or the entire bid may be considered non-responsive and rejected.

In case of ambiguity or lack of clarity, the City reserves the right to adopt the construction most advantageous to the City or to reject the bid.

The project number must be clearly marked on the envelope and the statement **“BID DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 p.m. on Thursday, September 15, 2022”** placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

Bids must be submitted in a sealed envelope, addressed to the City of Fort Worth Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102. **Bids must be received by the Purchasing Division no later than 1:30 p.m. on Thursday, September 15, 2022.**

Late bids will be returned. They will not be opened nor considered in the evaluation process. Bids may be withdrawn at any time prior to the official opening.

NO FAXED OR PAPER BIDS WILL BE ACCEPTED

The ideal contractor should have extensive experience in non-hazardous and hazardous waste disposal services and succinctly convey this expertise in its proposal. Contractors are encouraged to keep their proposal brief and relevant to the specific work required. The proposal format is up to the proposer, but proposals must include the following items:

Work Proposal Required Content and Information

Cover Letter

Each proposal shall include a cover letter that includes the following:

- a. Any qualifying statements or comments regarding the contractor's proposal;
- b. The name, address, telephone number, and e-mail address of the contractor's contact person for the remainder of the selection process;
- c. Statement indicating the validity of the proposal for a minimum period of 90 calendar days subsequent to the proposal due date;
- d. The original signature of an individual with the authority to contractually bind the proposer and who may be contacted during the proposal evaluation period; and
- e. Acknowledgement of receipt of addendums, if any.

Statement of Qualifications

Each proposal shall include a statement of the contractor's qualifications that includes:

- a. A brief description of the contractor's company, including the year the company was established, the type of organization (partnership, corporation, etc.), and a listing of the proposed project personnel, including personnel experiences and resumes for ongoing response personnel. Emphasis should be given to highlighting work completed for comparable municipalities;
- b. A description of the contractor's experience with similar work, including names, current telephone numbers, and e-mail addresses of references for at least three existing and/or past hazardous materials management clientele; and
- c. Copies of all appropriate certification forms and relevant licenses.

Project Understanding and Approach

Each proposal shall include a statement detailing the contractor's understanding of, and planned approach to, the services contemplated in the Scope of Services section of this document. This statement shall include the following:

- a. A description of contractor's understanding of the Scope of Services and how contractor will approach work;
- b. A proposed staffing plan/organizational chart indicating anticipated work hours per quarter by classification both on and off-site. This chart should convey how contractor will provide non-hazardous waste materials management and Department of Transportation(DOT) related activities in the most efficient, cost effective manner;
- c. A description of contractor's hiring/screening procedures for the selection of qualified personnel. The contractor should describe the training and certifications required and its recurring safety assurance program;
- d. A description of how materials will be processed for transportation and disposal;
- e. A description of the methodology used for determining which disposal methods will be selected to ensure the best and most cost effective disposal;
- f. An identification of the methods of disposal or treatment that will be utilized, and a list of processing facilities and disposal sites that will be used for each corresponding hazardous waste material;
- g. A description of how project operations will be monitored and at what frequency;
- h. A description of the contractor's methodology to ensure accuracy of manifests and invoicing; and
- i. Any other information that will assist the City in selecting the most qualified contractor.

1.7 SECURITY

Proposals must be accompanied by a proposer's bid bond in the amount of \$3,000. Alternatively, the City will accept a cashier's check, in said amount, with the City named as payee, to be held in escrow until the successful Contractor signs the project Contract. This bond will serve as a guarantee that the successful Contractor will enter into an agreement with the City to perform the project. The City will only accept sureties duly qualified and authorized by the State of Texas as corporate sureties to act as bonding entities. Personal sureties are unacceptable.

1.8 OPENING OF BIDS

The firm name for each proposal submitted will be read aloud at 2:00 p.m. on Thursday, September 15, 2022, in the Fort Worth City Council Chambers. All Proposals will be open for public inspection after project award, as provided by paragraph 1.9 below.

The Proposal Documents submitted in accordance with this RFP shall remain valid for ninety (90) days after the due date.

1.9 TRADE SECRETS AND CONFIDENTIAL INFORMATION

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. However, the City will endeavor to protect from disclosure any information in the Bids that is subject to the trade secrets exception of the Public Information Act under §552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code. It is the responsibility of the Contractor to clearly mark as such any information they deem trade secret or confidential. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure of a Contractor to identify trade secret and confidential information in its Bid will result in all unmarked sections being deemed non-proprietary and available upon public request.

1.10 PROPOSAL EVALUATION CRITERIA

The City will award a contract to the proposer who provides services at the best value to the City. In determining the best value, the following criteria will be considered pursuant to Texas Local Government Code §252.043:

- a) purchase price;
- b) reputation of the proposer and of the proposer's goods /services;
- c) quality of the proposer's goods or services;
- d) extent to which the goods or services meet the City's needs;
- e) proposer's past relationship with the City;
- f) impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; and
- g) total long-term cost to the City to acquire the bidder's goods or services.

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual bids submitted. The City will select the most highly qualified provider responding to the request based on these criteria.

Factor	Points
1. Price	25
2. Contractor's Capabilities, Qualifications, Experience	20
3. Personnel's Capabilities, Qualifications, Experience	25
4. Subcontractor's/Treatment, Storage, & Disposal Facility's Qualifications	10
5. Logistics & Deliverables	10
6. MBE Participation	10
TOTAL	100

The City may conduct such investigations as deemed necessary to assist in the evaluation of any Proposals and to establish the responsibility, qualifications, and financial ability of the Provider, subcontractors, and other persons who are proposed to work on the project.

1.11 CONTRACT TIME

The successful Contractor will be awarded a one-year contract with four one-year options to renew.

1.12 NEGOTIATION OF THE CONTRACT

The City will meet with the successful Contractor and negotiate any final changes to the Contract and any exceptions identified in the Proposal Documents. The City is not obligated to accept any exceptions made by Contractor. After the negotiations, the City will make final changes to the Contract documents and issue the Contract Documents with Notice of Awards to the successful Contractor.

1.13 AWARD OF THE CONTRACT

The City will send a notice of award letter to each successful Provider. An electronic set of contract documents will be sent via secure email for execution by each successful provider. Upon receipt of the completed electronic contracts, the City will execute each set and issue each Provider with a letter entitled notice to proceed. This letter authorizes work to begin and invoices to be paid.

1.14 TAX EXEMPTION

The City of Fort Worth is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

1.15 RESERVATIONS

The City reserves the right to reject any or all Bids and waive any or all formalities.

Remainder of this page intentionally left blank

1.16 VENDOR COMPLIANCE TO STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out of state contractors whose corporate offices or principal place of business are outside of the State or Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the State in which the non-resident’s principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

A. Non-Resident vendors in _____ (give State), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the Statute is attached.

Non-resident vendors in _____ (give State), our principle place of business, are not required to underbid resident bidders.

B. Our principle place of business or corporate office(s) is in the State of Texas.

Bidder:

Company Name

By: (Please Print)

Signature

Title (Please Print)

The failure of out of state or non-resident bidders to complete the forms may disqualify that bidder. Resident bidders must check the box in Section B.

1.17 CONTRACTOR’S RESPONSIBILITIES

Contractor is responsible for becoming familiar with the character, quality, quantity of work to be performed, materials and equipment required.

Contractor shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, unless otherwise specified in this Invitation to Bid.

All costs associated with preparing a bid in response to the solicitation shall be borne by the bidder.

The undersigned acknowledges the requirements of this section, and intends to comply with same in the execution of this project.

PROVIDER:

_____ BY: _____

Company Name (print or type name of signatory)

Address (Signature)

City, State, Zip Title (print or type)

2.0 PROPOSAL DOCUMENTS

All Proposal Documents, including this checklist, must be completed in full and submitted in a sealed envelope, in the requested order, to be considered a responsive submittal.

2.1 PROPOSAL DOCUMENT CHECKLIST

All Proposal Documents, including this Checklist, must be completed in full and submitted in a sealed envelope, in the requested order, or the Proposal Package may be considered as a non-responsive submittal.

<u>Proposal Documents</u>	<u>Initial if Included</u>
1. PROPOSAL DOCUMENT CHECK LIST	_____
2. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	_____
3. MINORITY BUSINESS ENTERPRISES (MBE)	_____
4. PROPOSAL SUMMARY	_____
5. PROPOSAL OF PROVIDER	_____
6. LIST OF SUBCONTRACTORS	_____
7. INSURANCE CERTIFICATES	_____
8. LICENSES & CERTIFICATES	_____
9. LEGAL & COMPLIANCE HISTORY	_____
10. PERFORMANCE AND PAYMENT BONDS	_____
11. BID SECURITY	_____
12. PREVAILING WAGE RATE	_____
13. COMPLIANCE & WORKERS COMPENSATION	_____
14. STATEMENT OF RESIDENCY	_____
15. STATEMENT OF NONDISCRIMINATION	_____

I understand that all of these items will be reviewed, and any items not included may result in my proposal being considered non-responsive.

2.2 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Check if applicable _____

The undersigned acknowledges the receipt of the following addendum (a) to the Request for Proposal, and has attached all addenda following this page. (Add lines if necessary).

__ Addendum Number 1 _____
(Date received)

__ Addendum Number 2 _____
(Date received)

__ Addendum Number 3 _____
(Date received)

__ Addendum Number 4 _____
(Date received)

Check if applicable _____

The undersigned acknowledges the receipt of no addenda to the Request for Proposal.

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

Address

(Signature)

City, State, Zip

Title (print or type)

2.3 MINORITY BUSINESS ENTERPRISE (MBE)

Minority Business Enterprise Provisions:

All Offerors shall note that it is the policy of the City of Fort Worth to ensure the full and equitable participation of Minority Business Enterprises (MBE) in the procurement of goods and services. If the total dollar value of the contract is greater than \$100,000, then an MBE subcontracting goal may be applicable.

The undersigned acknowledges the City's MBE requirements has been waived, therefore there is no MBE requirement for this contract.

PROVIDER:

_____ BY: _____

Company Name (print or type name of signatory)

Address (Signature)

City, State, Zip Title (print or type)

Remainder of Page Intentionally Left Blank

2.4 PROPOSAL SUMMARY

TO THE CITY OF FORT WORTH:

The undersigned hereby proposes to furnish the equipment, labor, materials, superintendence, and any other items or services necessary to perform removal, packaging, transportation, and disposal of non-hazardous waste from City-owned or operated facilities on an as-needed basis in support of operations and maintenance activities and at multiple locations.

Contractor equipment and personnel are capable of performing each type of procedure listed in the scope of work (Section 2.5) either with in house resources or through subcontracts.

All Proposal Documents have been submitted in a sealed envelope.

Unit prices are provided within the Proposal Documents in Section 2.6.

Contractor shall begin work no later than fourteen five (5) calendar days from date of NHW Removal Request. In emergency situations Contractor will respond as necessary.

This Proposal Summary and the accompanying Proposal Documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

PROVIDER:

(Company Name)

BY: _____
(print or type name of signatory)

(Address)

(Signature)

(City, State, Zip)

Title (print or type)

Phone)

(Email)

2.5 SCOPE OF WORK

Proposals are being primarily accepted for the packaging, transportation, and disposal of City-generated non-hazardous waste on an as-needed basis. Locations will vary for pick-up of all wastes.

There will be no minimum work guaranteed under this agreement.

The City expects all contractors submitting proposals to fully understand and comprehend applicable current laws, regulations, and standards and have a means to stay abreast of upcoming proposed and final changes to any applicable laws, regulations, or standards. All contractors submitting bids shall perform work in accordance with Industry Standards and all applicable federal, state, and local requirements, laws, regulations, etc.

Note: The City reserves the right to perform on-site audits of all facilities prior to acceptance and any time during the span of the contract.

The work required under this contract includes the following tasks:

- Comply with all applicable federal, state, and local laws and regulations including but not limited to 29 CFR – OSHA, 40 CFR – RCRA and TSCA, 49 CFR – DOT, 30 TAC – TCEQ, and EPA Publication SW846;
- Provide transportation services for wastes to disposal or recycling facilities (must be registered with the U.S. EPA and the TCEQ);
- Disposal, including incineration, fuel blending, waste to energy, treatment, and land filling of hazardous and other regulated materials;
- Recycling and treatment of waste materials whenever feasible;
- Assume Generator Status of all wastes upon exiting City of Fort Worth’s property;
- Respond to all City disposal requests within **5** business days of the written disposal request sent via e-mail;
- Provide labels, paperwork, manifests, and documentation needed to complete waste shipments;
- Provide City with fully executed copies of Waste Manifests, Bill of Lading, or other non-hazardous waste shipping documents within 35 days of waste shipment;
- Provide City with Certificates of Destruction, Recycling, or Proper Disposal within 90 days of waste shipment except for Special Waste, which will be within 120 days of shipment;
- Maintain all necessary licenses and/or permits required under federal, state, and local laws and regulations. A current copy must be sent to the City following any and all renewals;
- Provide single point of contact for shipment requests/scheduling;
- Provide analyses of wastes for disposal, including **Haz-Cat** field analysis;
- Provide roll-off boxes (including appropriate covering and liner) and box transportation for disposal on an as needed basis;
- Provide a vacuum truck or frac tank on an as needed basis for recovery of non-hazardous or hazardous or other regulated liquid waste;
- If requested, provide training and consultation on the management, handling, collection,

packaging, disposal , and shipment of waste;

- Prepare and provide paperwork and documentation needed to complete waste shipments including required regulatory information for waste profiling, land disposal restrictions, manifest and shipping paper information;
- Provide one invoice per shipment site that clearly identify the shipment address, shipment date, manifest number, purchase order number, types of waste (should match price table material description and line item number from bid), quantity of each type of waste, and other pertinent information;
- Provide Department of Transportation (DOT) approved packaging for the collection, and packaging of wastes for shipment;
- Collect, package (containerize), sample, and label hazardous, universal, special and solid wastes;
- Provide Quarterly “Waste Shipment/Handling/Disposal Summaries” of the calendar quarter (i.e., due on April 15, July 15, October 15, and January 15); and
- Provide Annual “Waste Shipment/Handling/Disposal Summaries” within 15 calendar days of the close of the City’s Business year, due October 15.

The City will perform the following tasks under this contract:

- Provide Safety Data Sheets (SDS) and process information on wastes for disposal or recycling/reuse;
- Provide timely notice to Contractor in writing of waste disposal projects, detailing the location(s), type of work, and other pertinent information; and
- Provide a representative to accompany Contractor on waste disposal projects.
- Provide required regulatory information for manifest and shipping paper information; and
- Aid in the selection of disposal, recycling/reuse methods.

Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

Failure to bid on any single item or procedure may be considered grounds for rejection of the bid unless an alternative is clearly provided. In case of ambiguity or lack of clarity in the prices stated in the bid, the City reserves the right to adopt the most advantageous construction thereof or to reject the bid.

2.6 PRICE

The following tables identify various types of materials that may require disposal and other supplies and services that may be required. Contractor shall provide a price for each item included on the Tables. If a container size is not applicable please identify as such with “N/A”. If a normal process container size is not identified, please write in the container size. The contractor shall provide a list and description of the waste disposal codes used for billing and tracking purposes within the company.

Prices provided for waste disposal shall be “turn-key” costs and include preparation of required

shipping documentation, loading, labeling, transportation, all additional fees, and disposal prices (no additional charges, such as fuel surcharges or mileage are to be attached to the unit price at invoicing).

Packaging will be limited to lab-packs, as needed. The City will present only DOT approved containers for shipment of other materials.

The City owns a 20-cubic yard roll-off container, which primarily contains absorbent and soil contaminated with motor vehicle waste primarily from city vehicle repair facilities and spills associated with vehicle accidents. The container is usually shipped as either Class 1 or Class 2 Non-hazardous Waste. The City requires that there is a one day turn around on the pick-up and the drop of the roll-off. Once the roll-off is picked up it must be put back the next day. The roll-off should be picked-up and dropped-off between 8:00 am and 5:00 pm normal city business days. Appropriate high-quality polyvinyl liner of 6-mils or greater will be required to be supplied under this agreement.

In addition to the items listed in the tables:

- Provide pricing for available training (RCRA/DOT HM).
- Contractor shall attach their Standard Price List at the end of this section along with any applicable discount rate (percentage off standard) that applies to the City of Fort Worth projects.

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Table 2.6.1: Prices for disposal of City-Generated Non - Hazardous Waste packed in pails, drums, boxes, roll-offs, or pallets.

Material Description	Waste Code	Container Size								Disposal Method (Landfill, incinerate, Reuse, Recycle)
		5 (gallon)	14-15 (gallon)	20 (gallon)	30 (gallon)	55 (gallon)	85 (gallon) or Cylinder	Cubic Yard Box or IBC Tote	Box or Pallet (per lb)	
1. Used engine oil only, single packaging										
2. Used engine oil only, combination packaging										
3. Off-Spec Gasoline (recycling only)									N/A	
4. Off-Spec Gasoline/H2O (recycling only)									N/A	
5. Used Antifreeze only									N/A	
6. Used Antifreeze with water									N/A	
7. Waste Diesel only									N/A	
8. Waste Diesel with water									N/A	
9. Used Oil filters										
10. Used Diesel Fuel Filters										
11. Soil Cuttings from Monitoring Well Installation										

Material Description	Waste Code	Container Size								Disposal Method (Landfill, incinerate, Reuse, Recycle)	
		5 (gallon)	14-15 (gallon)	20 (gallon)	30 (gallon)	55 (gallon)	85 (gallon) or Cylinder	Cubic Yard Box or IBC Tote	Box or Pallet (per lb)		
12. Purge Water from Monitoring Well Development										N/A	
13. Latex-based paint (non-RCRA) single packaging (universal waste)										N/A	
14. Latex-based paint (non-RCRA) in cans, combination packaging (universal Waste)											
15. Paint Related Latex-Waste Solids (universal waste)											
16. Non-RCRA, solid, single packaging											
17. Non-RCRA, Liquid, Single packaging										N/A	
18. Non-RCRA, solid, combination packaging											
19. Non-RCRA, liquid, combination packaging											
20. Class 1 Non-Hazardous Solids											
21. Class 2 Non-Hazardous Solids											
22. Class 1 Non-Hazardous Liquid										N/A	
23. Class 2 Non-Hazardous Liquid										N/A	

Table 2.6.2: Prices for bulk disposal of solids in roll-off boxes.

Material Description	Company Waste Code	Cost per Cubic Yard (transportation costs included)¹	Disposal Method (Landfill, incinerate, Reuse, Recycle)
24. Class 1 Non-Hazardous Solids (roll-off)			
25. Class 2 Non-Hazardous Solids (roll-off)			

¹If disposal method is Landfill for Class 1 and 2 waste, the City prefers delivery to a facility in the North Central Texas area.

Table 2.6.3: Prices for bulk disposal of liquids.

Material Description	Company Waste Code	Cost per Gallon (disposal only: Transportation via Vacuum Truck line item)	Disposal Method (Landfill, incinerate, Reuse, Recycle)
26. Class 1 Non-Hazardous Liquid			
27. Class 2 Non-Hazardous Liquid			

Remainder of page left intentionally blank

Table 2.6.4: Prices for DOT packaging.

DOT Packaging						
Container Type ¹	Container Size (gallons)					
	5	14-15	20	30	55	85
28. 1A2 Steel open top w/ Bungs						
29. 1A1 Steel closed top						N/A
30. 1H2 Poly open top						
31. 1H1 Poly closed top						N/A
32. 1G Fiber						N/A
33. 4G Fiber box						N/A
34. 11G Cubic yard box with liner and pallet (each)						
35. 13H4 Flexible cubic yard bag and pallet (each)						
36. 6 -mil Liner for 20 yard roll-off (each)						
37. Tarp/cover for 20 yard roll-off (each)						

¹All containers must meet, at a minimum, DOT packing group II specifications.

Remainder of page left intentionally blank

Table 2.6.5: Prices for supplies, service and rentals.

Supplies, Services and Miscellaneous			
Item	Price		
38. Vermiculite (per bag)			
39. Drop fee for Roll-offs and Tanks (Rentals only)			
40. Vacuum truck rental (per hour)			
41. Field HAZ-CAT of unknown material			
42. Manifest fee (e-Manifest)			
	Day	Week	Month
43. 20 yard open top roll-off box rental			
44. 30 yard open top roll-off box rental			
45. 500 bbl Frac Tank rental			

Table 2.6.6: Hourly Rates for labor.

Services	
Service	per Hour
46. Field Technician – hourly rate	
47. Field Chemist – hourly rate	

2.7 CONTRACTOR INFORMATION AND QUALIFICATIONS

Bidder shall submit the following items to demonstrate their qualifications and capabilities to fulfill and abide by the requirements listed herein. The documents listed below shall be included in this bid submittal, in the same order and numbered as listed, following this page, bound within the response.

Failure to submit any of the following information may result in the bid document being considered non-responsive.

2.7.1 Contractor Information

Provide **company information** including company name, address, telephone number(s), email address and FAX number(s) for the local office as well as the headquarters.

2.7.2 Contractor Qualifications

Provide a concise (2-page maximum) description of the company's qualifications to perform the required services as described in this RFP.

2.7.3. Personnel Qualifications

Provide a concise (1-page maximum) description for each strategic employee and of their individual qualifications to perform the required services as described in this RFP.

2.7.4 Web-based Customer Service

Explain any web-based customer service system that may be available to view and track waste shipments including but not limited to profiles, manifests, certificates of destruction, and invoices.

2.7.5 Company Licenses and Certifications

Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. Provider should include copies of appropriate company licenses, certifications, and registrations from EPA, DOT, TCEQ, etc. and provide copies of individual licenses and certificates upon request from the City.

2.7.6 Documentation Examples

Include examples of the following document types:

- Completed waste profile
- Completed waste manifest
- Certificate of destruction
- Recycling and/or disposal
- Notifications required by 40 CFR 264.12(b)
- Land Disposal Restrictions document required by 40 CFR 268.7
- Invoice

2.7.7 References

Bidder shall provide at least five **project references** similar in scope and size to that of this solicitation. Each project reference shall include the following information:

- Company's Name
- Name and Title of Contact
- Email, Phone, and Address of Contact
- Contract/Project Value
- Contract Date

- Brief Description of Service Provided

**INCLUDE ALL INFORMATION/DOCUMENTATION REQUIRED IN SECTION 2.7
FOLLOWING THIS PAGE BOUND WITHIN THE BID SUBMITTAL**

Remainder of page intentionally left blank

2.8 SUBCONTRACTOR/TREATMENT, STORAGE, AND DISPOSAL FACILITY INFORMATION AND QUALIFICATIONS

For each subcontractor and Treatment, Storage, and Disposal facility (TSDF) to be used for services under this contract, provide the information requested in the Table 2.8.1 and 2.8.2 and include qualifications and capabilities (as detailed in Section 2.7 of this solicitation) pertinent to the services to be provided under the contract. Include a brief description of tasks that will be performed by the subcontractor/TSDF.

Table 2.8.1: Subcontractor Information

Providers shall complete the following information and submit it with the Qualifications Documents to permit the City of Fort Worth to more fully evaluate the submittal’s quality prior to awarding the contract.

Subcontractor’s Name	Subcontractor’s Address	Subcontractor’s Telephone No.	Proposed Tasks on the Project

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

INCLUDE A COPY OF THE SUBCONTRACTOR QUALIFICATIONS FOLLOWING THIS PAGE BOUND WITHIN THE BID PACKAGE

Table 2.8.2: Proposed Disposal Facilities

List all TSDFs to be used for this project.

Facility Name, Owner, And Address	Phone Number	Primary Contact Person	Type of Disposal	EPA and State ID Numbers

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

INCLUDE A COPY OF THE TSDF QUALIFICATIONS FOLLOWING THIS PAGE BOUND WITHIN THE BID PACKAGE

2.9 BONDS

2.9.1 Bidder's Bond

Bids must be accompanied by a bidder's bond in the amount of \$3,000. Alternatively, the City will accept a cashier's check, in said amount, with the City named as payee, to be held in escrow until the successful Contractor signs the project contract. This bond will serve as a guarantee that the successful Contractor will enter into an agreement with the City to perform the project. The bond is subject to forfeiture in the event the successful Contractor fails to execute the contract documents within 10 calendar days after the contract has been awarded.

2.9.2 Payment and Performance Bonds

Before beginning the work, the Contractor shall be required to execute to the City of Fort Worth, a **payment bond** if the contract is in excess of \$25,000, and a **performance bond** if the contract is in excess of \$100,000. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or subcontractor to supply labor or material; and in 100% the amount of the Contract. The performance bond is solely for the protection of the City of Fort Worth; in 100% the amount of the Contract; and conditioned on the faithful performance by Contractor of the work in accordance with the plans, specifications, and contract documents. Contractor must provide the payment and performance bonds, in the amounts and on the conditions required, within 14 calendar days after Notice of Award.

2.9.3 Requirements for Sureties

The bonds shall be issued by a corporate surety duly authorized and permitted to do business in the State of Texas that is of sufficient financial strength and solvency to the satisfaction of the City. The surety must meet all requirements of Article 7.19-1 of the Texas Insurance Code. All bonds furnished hereunder shall meet the requirements of Chapter 2253 of the Texas Government Code, as amended.

In addition, the surety must (1) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in the state of Texas and is the holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law. Satisfactory proof of any such reinsurance shall be provided to the City upon request. The City, in its sole discretion, will determine the adequacy of the proof required herein.

No sureties will be accepted by the City that are at the time in default or delinquent on any bonds or which are interested in any litigation against the City. Should any surety on the Contract be determined unsatisfactory at any time by the City, notice will be given to the Contractor to that effect and the Contractor shall immediately provide a new surety satisfactory to the City.

INCLUDE CASHIER'S CHECK OR BIDDER'S BOND FOLLOWING THIS PAGE.

2.10 INSURANCE

FOR PURPOSES OF THIS REQUEST FOR PROPOSAL, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS SECTION AND INCLUDED WITHIN THE PROPOSAL PACKAGE.

The successful Provider will be required by the contract to have insurance coverage as detailed below. Prior to commencing work, the Provider shall deliver to Fort Worth certificates documenting this coverage. The City may elect to have the Provider submit its entire policy for inspection.

Insurance coverage and limits:

Provider shall provide to the City certificate(s) of insurance documenting policies of the following coverage at minimum limits that are to be in effect prior to commencement of work on the contract:

1. **Commercial General Liability**
 - **\$1,000,000 each occurrence**
 - **\$2,000,000 aggregate**
2. **Automobile Liability**
 - **\$1,000,000 each accident, or**
 - **\$250,000 property damage / \$500,000 bodily injury per person per accident**

A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project.

3. **Worker's Compensation**
 - **Coverage A: statutory limits**
 - **Coverage B: \$100,000 each accident**
\$500,000 disease - policy limit
\$100,000 disease - each employee**Waiver of Subrogation required.**

4. **Professional Liability**
 - **\$1,000,000 each occurrence**
 - **\$2,000,000 aggregate**

Professional Liability Insurance shall be written on a project specific basis. The retroactive date shall be coincident with or prior to the date of this contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this contract and for five (5) years following completion of the contract (Tail Coverage). An annual certificate of insurance shall be submitted to the City for each year following completion of this contract.

5. **Environmental Impairment Liability and/or Pollution Liability**
 - **\$4,000,000 per occurrence.**

EIL coverage(s) must be included in policies listed in items 1 and 4 above; or, such insurance shall be provided under a separate policy or policies. Liability for damage occurring while loading, unloading and

transporting materials collected under the contract project shall be included under the Automobile Liability insurance or other policy(s).

Certificates of insurance evidencing that the Provider has obtained all required insurance shall be delivered to the City prior to Provider proceeding with the contract.

1. Applicable policies shall be endorsed to name the City an Additional Insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
2. Certificate(s) of insurance shall document that insurance coverage specified according to items in section (a) above are provided under applicable policies documented thereon.
3. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.
4. A minimum of thirty (30) days' notice of cancellation or material change in coverage shall be provided to the City. A ten (10) days' notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Provider's insurance policies. Notice shall be sent to Roger Grantham, City of Fort Worth – Environmental Management Division, 200 Texas Street, Fort Worth, Texas 76102.
5. Insurers for all policies must be authorized to do business in the state of Texas or be otherwise approved by the City; and, such insurers shall be acceptable to the City in terms of their financial strength and solvency.
6. Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the City in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups must be also approved. Dedicated financial resources or letters of credit may also be acceptable to the City.
7. **Applicable policies shall each be endorsed with a waiver of subrogation in favor of the City as respects the contract.**
8. The City shall be entitled, upon its request and without incurring expense, to review the Provider's insurance policies including endorsements thereto and, at the City's discretion, the Provider may be required to provide proof of insurance premium payments.
9. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless the City approves such exclusions.
10. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of Provider's overhead.
11. All insurance required in section (a) above, except for the Professional Liability insurance policy, shall be written on an occurrence basis in order to be approved by the City.
12. Subcontractors to the Provider shall be required by the Provider to maintain the same or reasonably equivalent insurance coverage as required for the Provider. When subcontractors maintain insurance

coverage, Provider shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by Provider of the contract.

FOR PURPOSES OF EVALUATING THIS SUBMITTAL, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS PAGE WITHIN THE BID PACKAGE.

2.11 PROVIDER'S LICENSES & CERTIFICATES

Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

Provider should provide a copy of the appropriate certifications, registrations, and licenses and related certificates (including Subcontractors) with their submittal including but not limited to:

Provider shall provide necessary company licenses and certifications required to complete the project:

- current **Texas Sales/Use Tax Certificate**;
- current **Texas Secretary of State Business/Company Registration exhibiting Officers of Business/Company**; and
- current **Certificate of Good Standing** (Texas Secretary of States' office).

ATTACH COPIES OF CURRENT APPLICABLE LICENSES AND CERTIFICATES FOLLOWING THIS PAGE AND BOUND WITHIN THE PROPOSAL PACKAGE

Remainder of page intentionally left blank

2.12 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Provider's legal and compliance history is a critical component of this Request for Proposal. Read this section with care and respond accordingly. Failure of the Provider to provide all the information requested and to certify the report, will result in the Provider's submittal being declared non-responsive.

Provider shall attach a written report of legal action brought against Provider, Provider's officers, Provider's employees, AND Provider's proposed subcontractors relating to the protection of the environment. The terms "legal action" and "relating to the protection of the environment" are defined below.

The report shall include all legal action brought within **five (5) years of the closing date of this Request for Proposal**. The report shall detail the substance, status, and outcome of such legal action. This includes without limitation the names of the agency and/or persons bringing the action, all relevant dates, and all fines, judgments, and/or settlements. Include the following information for each case at a minimum:

- Style of Case (X vs. Y)
- Cause Number
- Court
- Date of Disposition
- Settlement Information (as appropriate)
- Names / Addresses of all parties named
- Counsel List and phone numbers
- Judgment and Order of Judgment

"LEGAL ACTION" means: ANY enforcement action by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, any other federal agency, the Texas Commission on Environmental Quality (including its predecessor agency the Texas Natural Resource Conservation Commission), the Texas Department of State Health Services (including its predecessor agency the Texas Department of Health), and any other state agency, commission or department, whether in Texas or elsewhere, when such enforcement action is a result of violations, real or alleged, of any laws, licenses, permits, judicial orders, or administrative orders, relating to the protection of the environment. In this context, enforcement action shall include without limitation, written warnings, notices of violation, consent orders or agreements, compliance orders, administrative hearings, civil litigation, and criminal prosecution. Legal action also means any civil litigation brought by any person relating to the protection of the environment.

"RELATING TO THE PROTECTION OF THE ENVIRONMENT" means: requirements pertaining to the manufacture, processing, distribution, use, handling, storage, transportation, reporting, records keeping, permitting, licensing, treatment, disposal, emission, discharge, spill, release, or threatened release of hazardous materials, hazardous substances, hazardous wastes, toxic substances, petroleum, industrial waste, solid waste, pollutants or contaminants into or onto the air, surface water, drinking water, groundwater, stormwater, publicly owned treatment works, or land.

THE REPORT SHALL BE SIGNED AND CERTIFIED by an authorized representative of the Provider, using the form on the following page. The top portion of the form is to be completed if a report of legal action is attached. The bottom portion of the form is to be completed if Provider has no legal action to report. **Make certain that the appropriate portion of the form is filled out and signed.**

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

- (1) if the Provider is a corporation: the president, secretary, or treasurer, or a vice president of

the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;

- (2) if the Provider is a partnership, a general partner; and
- (3) if the Provider is a sole proprietorship, the sole proprietor.

**INCLUDE A COPY OF THE REPORT OF LEGAL ACTION FOLLOWING THE CERTIFICATION PAGE
AND INCLUDED WITHIN THE PROPOSAL PACKAGE**

Remainder of page intentionally left blank

2.13 CERTIFICATION OF PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Complete ONE of the Following Certifications:

Certification of Legal Action Report

I certify under penalty of law that the attached Legal Action Report detailing Provider's, Provider's officers, Provider's employees, and Provider's proposed subcontractors legal and compliance history relating to the protection of the environment was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

(signature)

Title (print or type)

Date

Certification of NO Legal Action

I certify under penalty of law that the legal and compliance history of Provider, Provider's officers, Provider's employees, and Provider's proposed subcontractors was researched under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I hereby certify that no legal action relating to the protection of the environment was brought against Provider, Provider's officers, Provider's employees, or Provider's proposed subcontractors within the preceding five years. To the best of my knowledge and belief, this statement is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

Company Name

BY: _____
(print or type name of signatory)

(signature)

Title (print or type)

Date

2.14 PREVAILING WAGE RATE

A Contractor selected for this project will be required to comply with TEXAS GOVERNMENT CODE, Chapter 2258, with respect to payment of Prevailing Wage Rates for public works contracts. The current wage scale for members of the Building and Construction trade may be found at:

<http://www.texoassociation.org/Chapter/wagerates.asp>.

A worker employed on a public work by or on behalf of the City of Fort Worth shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and not less than the general prevailing rate of per diem wages for legal holiday and overtime work. A worker is employed on a public work if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the City of Fort Worth.

The contractor who is awarded a public work contract, or a subcontractor of the contractor, shall pay not less than the prevailing wage rates to a worker employed by it in the execution of the contract. A contractor or subcontractor who violates this requirement shall pay to the City of Fort Worth, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

This requirement does not prohibit the contractor or subcontractor from paying an employee an amount greater than the prevailing wage rate.

The undersigned acknowledges the requirements of Chapter 2258 of the Texas Government Code, and intends to comply with same in the execution of this project.

CONTRACTOR:

Company Name

Address

City, State, Zip

BY: _____
(print or type name of signatory)

(Signature)

Title (print or type)

2.15 WORKER'S COMPENSATION COMPLIANCE

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on City Project, designated

"ENV 19-04: CITY GENERATED WASTE"

Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

Company
(Please Print) By: _____

Address Signature: _____

City/State/Zip
(Please Print) Title: _____

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENT:
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared
_____, known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of
_____ for the purposes and consideration therein expressed and in
the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2018

Notary Public in and for the State of Texas

2.16 NONDISCRIMINATION

All City contractors are required to comply with Chapter 17, "Human Relations," Article III, "Discrimination," Division 3, "Employment Practices," of the Code of the City of Fort Worth, prohibiting discrimination in employment practices. Proposer agrees that Proposer, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of such Ordinance, and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Proposer, its employees, officers, agents, contractor or subcontractors herein.

PROPOSER:

Company Name

Address

City, State, Zip

BY: _____
(Print or type name of signatory)

(Signature)

Title (print or type)

Remainder of page intentionally left blank