



PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

21-013 SOLID WASTE AND RECYCLING SERVICES

PROPOSALS DUE WEDNESDAY, JUNE 16, 2021

BY 2:00 P.M.

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A. INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 20-013
- Bid Type: REQUEST FOR PROPOSAL
- Bid Name: SOLID WASTE AND RECYCLING SERVICES
- Bid Due Date: Wednesday, June 16, 2021
- Bid Due Time: 2:00 P.M. Central Standard Time
- Pre-Bid Conference: 10:00 A.M. Central Standard Time Monday, May 11, 2021
- Location: Community Room, 4301 City Point Dr, North Richland Hills, TX 76180
- Deadline for questions:
 - Date: Monday, May 17, 2021
 - Time: 4:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

No oral explanation in regards to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid, and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid is submitted to the Public Purchase website on or before **2:00 P.M. Wednesday, June 16, 2021**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned filled out and signed. **No entries other than numerical entries will be accepted (wording such as "To Be Determined", "To Be Negotiated", or any acronyms will render that portion non-responsive). All entries will be extended to reveal**

a subtotal by category and a final TOTAL Proposed Cost for the Contract. The City of North Richland Hills will not accept any bid documents other than the attached.

2. WITHDRAWING BIDS/PROPOSALS/QUOTES

Bids may be withdrawn at any time before the official opening; a request for non-consideration of bids must be made in writing to the Purchasing Manager and received before the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for ninety (90) days following the date designated for the receipt of bids.

3. IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing an unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor, or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or have defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for, or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

All proposals will be evaluated by City Staff and its consultant who will recommend the best and most advantageous proposal to the City Council for the award. The City Council reserves the right to award this scope of work to any proposer or for any service option regardless of City Staff's or its consultant's recommendations. Only one proposer will be selected to provide Residential, Commercial, and Industrial solid waste and recycling services to the City.

CRITERIA FOR EVALUATING PROPOSALS

Evaluation of proposals will consist of a review of the written proposals by City Staff and the consultant. Based on the results of the scoring after evaluation of the written proposals, interviews will be conducted with the top-rated proposer(s). On an as-needed basis, the reviewers may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc., and any other procedures or due diligence considered necessary for determining the best overall proposal to provide the requested services.

SCORING OF PROPOSALS

The Proposal will be evaluated according to various criteria, with the weight of each area of the proposal evaluation criteria being as shown in the table below. The evaluation committee will recommend the qualified proposer that demonstrates the best value for the City based on the proposal evaluation criteria.

Criteria	Percentage
Compliance and Clarity of Proposal – Contains Minimal Exceptions to the Contract	5%
Experience Shown Providing Like-Service to Like-Sized Cities	10%
Demonstrated Strength of Local Personnel at the Hauling Division	5%
Detailed Operating Plan in Narrative Format	15%
Detailed Transition Plan to Commence Service	15%
Customer Service with Emphasis on the use of a GPS service tracking system	10%
Financial Strength of Company	5%
Competitive Total Cost of Proposal Important Note for this section: The City wishes to maintain a balance between rates charged to Commercial/Industrial customers relative to the rates charged for Residential accounts. A pricing imbalance for any service line of the overall contract cost will negatively impact the proposer's pricing score.	35%

6. **AWARD OF BID**

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section. Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. **ASSIGNMENT**

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. **SUBSTITUTIONS/EXCEPTIONS**

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, are noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. **DELIVERY/ACCEPTANCE**

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in

accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of the agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

13. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

14 ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

15. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the

CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

16. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

Yes, we agree No, we do not agree

17. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

18. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

Yes, we agree No, we do not agree

19. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

Yes, we agree No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the

Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

20. ETHICS AND COMPLIANCE POLICY

The City’s Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills’ Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City’s ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

- I agree
- I do not agree

21. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

“The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor’s policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:

Service work, and general maintenance agreements, etc.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employer's Liability
- Payment and Maintenance Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Professional Services:

Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employer's Liability
- Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

See Exhibit B for insurance language to include in professional services contracts

Construction:

Building contractors for construction projects.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employer's Liability
- Professional Liability (if applicable for design function)
- Builder's Risk (required for new or existing property under construction)
- Payment and Maintenance Bond (if applicable)

See Exhibit C for insurance language to include in construction contracts

Information Technology/Network Access Services:

For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation & Employer's Liability
- Professional Liability (if applicable)
- Cyber Liability

See Exhibit D for insurance language to include in IT/network access services agreements

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	\$1,000,000 Each Occurrence	
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT B

PROFESSIONAL SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORS who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than \$1,000,000.00 per occurrence.

CONTRACTORS who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000 policy aggregate.

CONTRACTORS who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

CONTRACTORS who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

PERFORMANCE BOND

A performance bond will be required in the amount of 100% of the annual value of the Contract which will be determined upon award of the Contract and re-evaluated annually. This will be maintained and renewed each year during the term of the Contract. Proof of renewal of the bond must be submitted to the City before August 1 each year of the Contract. A sample of the required form is provided in Appendix C.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____ County of _____

_____ verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of _____, has submitted the attached bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents, and circumstances regarding the attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired, or agreed, directly or indirectly with any other bidder, firm, or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

SIGNATURE

PRINTED NAME

Subscribed and sworn to before me this
_____ Day of _____ 2021.

NOTARY PUBLIC in and for
_____ County, Texas.

My commission expires: _____

THIS FORM MUST BE COMPLETED, NOTARIZED, AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents, and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and the bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE: _____

FAX _____

EMAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872
<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ Fax No. _____

Email address: _____

INDICATE ALL THAT APPLY:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

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

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>	

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

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

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

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

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

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

- ***
(2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONTRACT CHANGES GRID

The City intends to utilize the contract provided (service specifications to be added in accordance with the RFP after Council selects Option 1 or 2).

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor’s proposal, and agreed to by the City.

CONTRACT CHANGES GRID

Proposed Contractor/Bidder _____ (“Contractor” or “Bidder”), submits the following modifications to the City’s Standard _____ (“Agreement”) requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor’s request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
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City Response:

___ Accepted

___ Not Accepted

___ Modified

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference has been scheduled for 10:00 a.m. CST, May 10, 2021, at the Community Room, 4301 City Point Dr, North Richland Hills, TX 76180. All vendors desiring to be considered for contracting with the City for this service must attend the pre-proposal conference (either in person or attending the Zoom meeting). **Any vendor failing to attend the pre-proposal conference will be disqualified from consideration.**

OPEN RECORDS ACT

The City is subject to the Texas Open Records Act (“the Act”), a state law that may require the City to make the information provided in response to this Request for Proposal available to the public upon request following the award. If a proposer submits information to the City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must identify such information within the proposal as “confidential.” In the event the City receives a request for disclosure of information in any proposal that has been identified by the proposer as confidential or a proprietary trade secret, the City will notify the proposer in accordance with the provisions of the Act; however, it shall be the sole responsibility of the proposer, at the proposer’s sole cost, to comply with the Act’s provisions relating to the submission of a request to the Texas Attorney General for an opinion regarding the exemption from disclosure of such information to the public according to the Act.

PROPOSER CONTACT WITH THE CITY

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win city business, the following requirements will be enforced during the proposal process:

All communication with the City regarding the RFP is to be communicated through Mr. Scott Kendall, Purchasing Manager, Phone 817-427-6165, skendall@nrhtx.com. Questions pertaining to this Proposal itself must be submitted through the link provided on Public Purchase. This will allow all proposers to review the City's responses to all questions submitted. **Questions will not be answered over the phone or by e-mail,**

No direct contact with or lobbying of city management, members of the RFP evaluation committee, or the North Richland Hills City Council will be permitted during the RFP process or after the RFP is released to the public.

No gifts, lunches, or other gratuities will be accepted by the City during the RFP process. Vendors not complying with the above requirements will be disqualified from consideration.

INFORMATION CONTAINED IN THE RFP

The information outlined in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their evaluation of the resources required to provide residential solid waste services to the City’s residents and is not intended to be all-inclusive or to contain all of the information that a prospective proposer may desire. The City has made no independent effort to determine the accuracy or completeness of such information. The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including the costs of providing the requested services.

PROPOSAL CONTENT AS BASIS FOR CONTRACT

The information contained in the selected proposal will be used as the basis for the resulting contractual agreements. However, no contractual agreement shall exist between the successful proposer and the City unless and until an agreement has been fully outlined in writing and signed by authorized representatives of the parties hereto.

SCHEDULE OR OTHER ADDENDUMS TO THE RFP

Schedule changes or other addenda to the RFP will be provided on Public Purchase by the City to all individuals attending the mandatory pre-proposal conference.

B. SCHEDULE OF ACTIVITIES

May 3, 2021	RFP Released to Proposers
May 10, 2021 10:00 a.m.	Mandatory Pre-proposal Conference Held
May 17, 2021, 4:00 p.m.	Deadline for questions prior to proposal due date
June 16, 2021, 2:00 p.m.	Sealed proposals due and opened publicly
July 6 thru 7, 2021	Finalist interviews held
July 8, 2021	Decision Made with Recommendation
July 12, 2021	Council awards Contract to winning proposer
July 13 thru 15, 2021	Final Contract Negotiations
February 1, 2022	New Contract begins

C.IMPORTANT INFORMATION TO PROPOSERS

INVITATION FOR PROPOSAL

The City of North Richland Hills invites sealed Proposals for:

- 1) Residential solid waste collection
- 2) Residential recycling collection
- 3) Residential brush and bulk collection
- 4) Residential unusual accumulation collection
- 5) Commercial dumpster collection
- 6) Permanent roll-off collection (open-top and compactors)
- 7) Temporary roll-off collection
- 8) Recycling for Apartments (optional)

The City estimates approximately 20,905 total residential units are located within the City and will be receiving the foregoing services. Senior citizens are eligible for, and may receive upon request, a 10% discount off of the base rate. Currently, there are 3,023 Seniors who receive this discount.

There are approximately 699 Front End Load containers serviced from one to six days per week and an anticipated quantity of 105 roll-off hauls per month (estimates are based on information provided by the incumbent). There are approximately 17 small commercial accounts serviced twice per week. There are approximately 26 City Facilities to be serviced at no charge. The proposed scope of work is described in detail in this Request for Proposals.

Proposers should read the following instructions and follow them closely. Failure to do so may result in a Proposal's disqualification

A Proposer who submits a Proposal does so without recourse against the City, its staff, or Contractors for either rejection by the City or failure to execute an agreement with such Proposer.

The City reserves all rights following the requirement of the laws of the State of Texas and the City's Code of Ordinances, without qualification, including, but not limited to the following:

- Selection of any Proposal
- Waiver of any formality, technicality, or irregularity in Proposals received
- Rejection of any Proposals which are not legible, not complete, or contain irregularities
- Rejection of any Proposals not received on or before the due date and time specified.
- Seeking clarification from Proposers concerning Proposals

For a Proposal to be considered eligible, the Proposal must be:

1. Properly and fully completed;
2. Signed on all pages where signatures/initials are requested by an authorized contracting agent of the Proposing Company.

REQUIRED FORMAT OF PROPOSAL

- The Proposal must contain ALL the required paperwork.
- ALL forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to the proposer's brochures, flyers, or websites will not be accepted as an answer.
- Refer to the checklist that follows to assist in the submission.

Proposals must be organized and submitted intact with all the information in tabbed and appropriately labeled sections in the following order:

Each Proposal shall contain the following:

- 1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer**
- 2. Any Applicable Declarations**
- 3. Proposal Bond**
- 4. Non-Collusion Affidavit, Conflict of Interest Questionnaire, Certificate of Interested Parties, Certificate of Authority, House Bill 89 Verification, and Senate Bill 252 Verification**
- 5. Power of Attorney (if necessary)**
- 6. Proposal Tab 1 Past Performance and Experience of Contractor in Texas**
- 7. Proposal Tab 2 Financial Qualifications**
- 8. Proposal Tab 3 Facilities (includes Forms 3-A and 3-B)**
- 9. Proposal Tab 4 Experience of Personnel**
- 10. Proposal Tab 5 Equipment**
- 11. Proposal Tab 6 Operational Plan in Detailed Narrative Format**
- 12. Proposal Tab 7 Transition Plan in Detailed Narrative Format**
- 13. Proposal Tab 8 Rates for Services**
- 14. Proposal Tab 9 Proposed Alternatives**

PROPOSAL COVER SHEET AND ACKNOWLEDGMENT OF ADDENDUMS

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum Number	Date
-----------------	------

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the City Proposal package. By submitting this Proposal, the Proposer grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the City, the Proposer shall furnish and certify all such supporting data and information that the City may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to the City, including profit or fee, may be, at the option of the City, adjusted to reduce the price to the City to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Proposer.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal to obtain for itself or any other Proposer, an advantage over any other Proposer or the City of North Richland Hills

In submitting this Proposal, the undersigned, on behalf of the Proposer, agrees that no Proposal may be withdrawn for five (5) months after the date of receipt of Proposals and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified unless advance written consent for such withdrawal is granted by the City.

Please check the appropriate box: Corporation Partnership Sole Proprietor Limited Liability Company Other _____

Social Security or Federal Tax Identification Number: _____

Firm/Corporation:	Phone:
Address:	Fax
Name and Title:	Attest:
Signature:	Date:

Corporate Seal:

DECLARATION

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that it has complied in every respect with all requirements of this RFP, that the Proposer has read all appendices and has satisfied itself fully relative to all matters and conditions concerning the services to which the Proposal pertains.

The Proposer states that this Proposal is based on the Request for Proposal documents and appendices, and draft Contract.

Firm/Corporation

Address

Name

Signature

Title

Date

PROPOSAL BOND

The undersigned Proposer hereby declares that the Contract Documents about the proposed work have been carefully examined, and the Proposer further agrees to commence work within ten (10) days after the date of written notice to do so.

Enclosed with this Proposal is a Certified Check or a Proposal Bond in the sum of 5% of the annual contract amount made payable to The City of North Richland Hills which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this Proposal is accepted by the Owner within one hundred and twenty (120) days after the Proposals are received and the undersigned fails to execute the contract within thirty (30) days after the date said Proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

Contractor (Firm Name)

By: _____

Title: _____

(President/Vice-President)

Address _____

Phone _____

Email _____

AGREEMENT CANCELLATION

- The City of North Richland Hills may, by written notice to the successful Proposer, cancel the agreement without liability to the City if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer, to any officer or employee of the City to secure an agreement or secure favorable treatment concerning the awarding or amending or the making or any determinations concerning the performing of such an agreement. In the event this agreement is canceled by the City according to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Proposer in providing such gratuities.

D. OVERVIEW

CONTRACT TERM

Initial Term. The Initial Term of the Contract shall commence on February 1, 2022 (the “Commencement Date”) and shall end on January 31, 2027, unless otherwise extended or terminated earlier as provided in the final contract

Extension Terms. Contractor shall notify the City of a request to extend the first term on or before eighteen (18) months before the expiration date. Upon approval by City’s City Council, the Initial Term may be extended by a contract of the Parties for up to two (2) additional one (1) year term upon the same terms and conditions as stated in the final contract.

In its sole discretion, the City reserves the right to (1) withdraw the RFP from the market without notice before or after receiving submittals, (2) accept or reject any or all proposals; and (3) accept proposals that deviate from the RFP as the City deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any proposer submitting Proposals in response to this RFP.

This RFP is made subject to correction, errors, and omissions. The attached Appendices are for guidance only.

The City reserves the right to issue a subsequent RFP, cancel this entire RFP, and/or remedy technical errors in the RFP process.

The City reserves the right to negotiate with any, all, or none of the firms responding to the RFP.

Following submission of a proposal, the proposer agrees to deliver such further details, information, and assurances, including financial and disclosure data relating to the proposer including information regarding affiliates, officers, directors, shareholders, partners, and employees as requested by the City in its discretion.

The proposer must furnish a “Certificate of Authority” signed by the Chief Executive Officer or a managing partner of the entity with its response. The Certificate must list the specific officers who are authorized by board resolution to execute agreements on behalf of the entity. The proposer must furnish evidence that the entity is in good standing and authorized to transact business in the State of Texas at the time of submission of the Proposal.

Agreements with the selected proposer will require the selected proposer to provide worker’s compensation insurance, commercial general liability, automobile insurance, and any other insurance that the City’s Risk Manager may require. Such policies (except worker’s compensation must be endorsed to include the City as an additional named insured, and all policies must be endorsed to waive subrogation against the City. The agreement with the selected proposer will also require indemnification of the City, its officers, and employees by the selected proposer in form and substance satisfactory to the City’s Risk Manager and the City Attorney’s office.

Agreements will require a performance bond commensurate as specified in this RFP. Such bonds will be in a form and with surety acceptable to the City. Also, the City may require other forms of assurance from the selected proposer of successful completion of the development.

All costs and expenses associated with the preparation of any report or statement in this response to the RFP shall be borne by the proposer.

The Proposer acknowledges that all information submitted in response to the RFP to the City will be subject to the Texas Public Information Act.

All responses relative to this RFP and all information/charts/graphs, etc. produced as a result of this service

shall become the property of the City of North Richland Hills without any restrictions on usage, subject to exceptions under the Texas Public Information Act, and are non-returnable.

The proposer may maintain a copy of such material for their records as necessary or required by industry standards.

The proposer shall comply with Federal Law, Texas law, and the City Charter, and applicable City ordinances.

The proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City or advisors to influence consideration of a response to this RFP.

The proposer shall not collude in any manner or engage in any practices with any other applicant(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the proposer's submittal to be rejected by the City. The prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must be the original work product of the proposer. Copying, paraphrasing, otherwise using substantial portions of the work product of another proposer is not permitted. Failure to adhere to this instruction will cause the proposal to be rejected.

DISCLAIMER

- The information contained herein is provided solely for the convenience of prospective solid waste collectors. It is the responsibility of the recipient to assure itself that the information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of any information in this document.
- Any reliance on these contents shall be at the recipient's own risk. Proposers should rely exclusively on their investigations, interpretations, and analyses in connection with this matter. This RFP is being provided by the City and its advisors without any warranty or representation, express or implied, as to its content, its accuracy, or completeness. No warranty or representation is being made by the City or its advisors that any response conforming to these requirements will be selected for consideration, negotiation, or approval.
- The City and its advisors shall have no obligation or liability concerning this RFP and this selection and award process or whether an award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and the disclosure set forth hereafter is relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any proposals submitted to the City or its advisors according to this RFP are submitted at the sole risk and responsibility of the party submitting such a proposal.
- The City will be bound only when a proposal, as the same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the City Council and then only according to the terms of the definitive agreements executed among the parties and permitted by State law. A response to this RFP, or all responses, may be accepted or rejected by the City for any reason, or no reason, without any resulting liability to the City and its advisors.

DISCOVERY

Each proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the proposed work including all information provided in this RFP and appendices. Each Proposer shall conduct their own investigations concerning the conditions, locations, and solid waste characteristics and quantities, and applicable state and federal laws and regulations that may affect their work. By submitting a proposal, the proposer warrants that it has fully acquainted itself with such conditions and is prepared to honor all statements and commitments made in its proposal to the City. Proposers will not be reimbursed any costs related to the preparation of their proposals, whether successful or not.

CONTRACTOR RESPONSIBILITIES

The City of North Richland Hills (“the City”) desires to contract for solid waste services that will provide excellent customer service with maximum diversion. The City is looking for a Contractor with not less than five (5) years of experience providing residential solid waste and collection services in communities with a customer count similar in size to the City’s customer base and capable of providing services that include, but are not necessarily limited to, the following:

- (1) Real-Time GPS Tracking Capability of collection vehicles. Proposers should demonstrate how they will utilize on-board cameras during route operations, to include route mapping, etc. Proposers should provide a detailed narrative concerning the use of this technology for this contract.
- (2) Customer Service Response Center with adequate personnel to address customer requests and complaints
- (3) Hours of Operation from 7 AM to 7 PM Central Time, Monday through Friday except for, designated Holidays. The hours of operation for Customer Service are Monday through Friday, from 7:00 a.m. to 7:00 p.m.
- (4) Contact Person as primary contact responsible for City of North Richland Hills Account
- (5) Concerning Residential services, capable and willing to provide, depending on the Option selected:
 - a. Two times per week manual collection collecting customer-provided bags
 - b. 65-gallon Poly Cart with once a week recycling collection
 - d. 95-gallon Poly Cart with once every other week recycling collection
 - e. Brush and Bulk collection once per week with four cubic yard amount

Concerning Commercial and Industrial services, capable and willing to provide service from one to six days per week, providing service on the same scheduled day(s) per week as agreed between the parties.

- (6) Vehicles used for collection with the City at the time of commencement of the contract must not be older than four (4) years.

Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services per the contract entered according to its proposal;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by the contract;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City ordinance);
5. Paying all applicable taxes and Franchise fees;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner;
8. Disposing of all collected Municipal Solid Waste at a permitted Municipal Solid Waste Landfill;
9. Processing and marketing recyclables collected by Contractor from the Residences;

9. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and
10. Collecting all missed pickups within 24 hours.

BACKGROUND INFORMATION

The City's current Contractor provides two weekly curbside take- all collections for MSW and one weekly curbside collection for Recyclable Materials. The city is divided into a North and a South division with roughly the same number of single-family residences in each zone. Service is provided on a Monday-Thursday and Tuesday-Friday. No regular collections are allowed on Wednesday-Saturday, as those days are set aside for make-up days for missed collections.

1) Residential solid waste collection;

Contractor collects Residential MSW from bags, or customer-provided containers, only (no bag to exceed 50 pounds), on a twice-per-week basis at the curb. The amount to be collected is unlimited amounts of MSW that are placed in permanent containers, temporary containers, or bundles. The Contractor provides carry-out service for disabled or elderly residents who are physically unable to place their recycling cart at the curb, with the cart being placed for easy access by the Contractor. The City determines which residents are eligible for this service.

2) Residential recycling collection:

Contractor collects single-stream recycling once per week, on one of the regular MSW collection days, using Contractor-provided 65-gallon carts. Material outside the bin is currently not collected. The Contractor provides carry-out service for disabled or elderly residents who are physically unable to place their recycling cart at the curb, with the cart being placed for easy access by the Contractor. The City determines which residents are eligible for this service.

4) Residential Bulk Collection:

Contractor currently collects up to four cubic yards of Brush or Bulky materials (furniture, appliances, etc.) each week. Brush must be acceptable brush and acceptable fencing material. Construction debris must be Residential construction debris. The current Contractor provides brush chipping service for an additional fee.

The Contractor provides an on-call service for the collection of larger objects and quantities above four cubic yards per week. The Contractor provides an estimate of the cost of this service before performing the collection.

4) Small Commercial Business (Hand Collect):

Contractor collects up to 4 bags two times per week.

5) Commercial dumpster collection (exclusive)

Collection Matrix is in Appendix E

6) Permanent roll-off collection (exclusive) Collection Matrix is in Appendix E

7) Temporary roll-off collection (exclusive) Collection Matrix is in Appendix E

Information is provided in the Appendices for the use and consideration of the Proposer. The City offers no warranties as to the accuracy of the estimates, projections, or information. Service levels, container sizes, the frequency of collection, number of units, and similar items may vary during the Contract.

DEFINITIONS

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different definition. If the definitions provided herein differ from those in the most current version of the City of North Richland Hills's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

“Acceptable Fencing: means fence panels cut into four-foot (4’) by six-foot (6”) sections. Loose pickets must be tied and in bundles.

“Acceptable Waste: means any non-hazardous waste that is Solid Waste, including Yard Waste, Trash, Bundles, and Bulky Waste, Acceptable Brush, and Acceptable Fencing, except for “Unacceptable Waste”, as defined herein.

“Backdoor Garbage Service (Elective Carry-Out Service): means the collection of Acceptable Waste from behind the building line. The waste shall be placed in front of the building facing the street in such a manner visible from the street as to be accessible without entering a gate. Backdoor Garbage Service shall be provided at an additional charge for all households who request this service.

“Bag: A plastic sack no more than 33 gallons in size designed to store waste with sufficient wall strength to maintain physical integrity when lifted by the top and placed curbside for Waste collection.

“Brush Bundles” Any cuttings or trimmings from trees, shrubs, or lawns, including green waste. Limbs should not exceed four (4) feet in length and not exceed four (4”) in diameter. All Brush must be tied in bundles that are stacked in such a way as to allow safe lifting by the employee into the collection vehicle. No stacks, bags, bundles, or containers shall exceed fifty (50) pounds in total weight.

The term "Brush" specifically excludes debris resulting from the services of a Commercial Service Provider.

“Bulky Waste” means large rubbish items including but not limited to White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

“Cart”: 95-gallon plastic receptacles issued by Contractor to Residents, equipped with wheels, handles, and a tight-fitting cover, designed for automated or semi-automated waste collection vehicles. The weight of a Cart and its contents shall not exceed approximately 170 lbs.

“City” means the City of North Richland Hills, Texas.

“Collection”: The act of removing Refuse and Bulky Waste for transport to a Disposal Facility, the act of removing recyclables for transport to a Materials Recovery Facility (MRF).

“Collection Area” means that portion of the City in which Contractor provides collection services as described in this RFP.

“Commercial Unit” means all commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other nonmanufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of the City.

“Commercial Waste” means all types of Solid Waste generated by stores, offices, restaurants, warehouses,

and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

“Commercial Service Provider” means a commercial business enterprise that provides tree limb cutting and removal, or complete tree and stump removal services.

“Compactor Unit” means a mechanical unit that receives, compacts, and reduces the volume of municipal waste, refuse, or garbage, whether stationary or mobile.

“Construction and Demolition Debris” means waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from the demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

“Container” means a receptacle with a capacity of at least 18 gallons but not greater than 96 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

“Contract Administrator” means the City Manager or his designee responsible for actively interacting with Contractor to achieve the Contract’s objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; mediating and expediting timely resolution customer /Contractor issues, and other duties necessary to implement the Contract.

“Contractor” means the person or business entity that enters into the Contract with the City to perform the services described in this RFP and/or the accepted proposal.

“Curbside” Curbside shall mean within 3 feet of the curb that provides primary access to the Unit as designated by the City unless such placement interferes with or endangers movement of vehicles or pedestrians.

“Customer” means the owner or tenant of a Residential Unit, Commercial Unit, and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

“Dead Animals” means animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

“Detachable Container” (also referred to as “dumpster”) means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover, and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (i.e., “roll-offs”).

“Disposal Facility” A duly permitted sanitary landfill selected by Contractor for the disposal of the Waste and Bulky Waste collected by Contractor from the City during the Contract Term.

“Front End Loader” (FEL): Container intended for high-volume refuse generation by Multi-Family Residence facilities, and capable of pickup and transport to a Landfill by loading of the container onto the front of transporting vehicle.

“Garbage” means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste

materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

“Generator” means a person or municipality that produces or creates municipal waste.

“Green Waste” means leaves, grass, brush, and other vegetative matter.

“Hazardous Waste” means any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. S6901, et, seq., as amended.

“Industrial Waste” means all industrial businesses and establishments, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of the City.

“Industrial Waste” means solid waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

“Medical Waste” means Waste generated by healthcare-related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from healthcare-related facilities which are comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

“Municipal Solid Waste (MSW)” means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris. The term does not include source-separated recyclable materials.

“Multi-Family Dwellings” means structures for residential living consisting of attached units in which three or more families reside and claim as their permanent address.

“Non-Recyclables”: Any materials in the Single Stream Materials or Recyclables that are not Recyclables.

“Performance Bond” means a corporate surety bond that guarantees compensation to the City if it must assume the obligations and/or duties of Contractor to continue the service as defined by the Contract’s Specifications.

“Permanent Containers” means any closed, waterproof, plastic or metal container or can with a capacity or volume of thirty-three (33) gallons or less and which is capable of containing solid waste or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds.

“Permit” means a permit issued by the State of Texas or other governmental entity to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit issuance, and permit renewal.

“Processing” Any technology used to reduce the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

“Proposal Bond” The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the Proposal as a guarantee that the Proposer will, if called upon to do so, accept and enter in the Contract.

“Recyclable Material: means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, concerning the party abandoning or disposing of such material. Residential Recyclables include juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

“Recycle” or “Recycling” means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, plastics, and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than fuel for the operation of energy.

“Recycling Container” means a plastic receptacle with a capacity of 65 or 95 gallons designed for the Curbside Collection of Recyclable Materials.

“Recycling Facility” means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations, or municipal solid waste landfills, composting facilities, or resource recovery facilities.

“Refuse”: Same as Rubbish.

“Residential Construction Debris” means waste building materials generated by the homeowner at their residence resulting from construction, remodeling, repair, or demolition operations. The term Residential Construction Debris does not include dirt, concrete, rocks, bricks, or roofing shingles, or waste generated as a result of contractor services used for the activities herein described.

“Residential Curbside Recycling” means the collection of Recyclable Materials placed by Customers residing in Single-Family Structures at Curbside for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

“Residential Unit” means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit.

“Residence” means any house, dwelling, multi-unit residence, apartment house, or any building put to residential use except Multi-Family Dwellings.

“Residential Waste” means all Refuse, Garbage, and Rubbish, and other Solid Waste generated by a Customer at a Residential Unit.

“Roll-off Container” means a Container provided to a Commercial Unit or Industrial Unit by Contractor

measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transporting to a Municipal Solid Waste Landfill by loading of the Container onto the rear of transporting vehicle, but excluding a Stationary Compactor.

“Small Businesses Garbage Generator” means a commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

“Solid Waste” means garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

“Special Waste” means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in a bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of a chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

“Source-separated Recyclable Materials” means Recyclable Materials that are separated from MSW at the point of origin for Recycling.

“Third Party Provider”: A commercial business enterprise or commercial service provider providing services to Residential Units.

“Trash” means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; non-combustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

“Unacceptable Waste” means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing more than ten pounds (10 lbs.), solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

“Unusual Accumulations” Any Residential Unit Waste placed curbside for collection which does not meet

the specifications defined by this Agreement for regular garbage, bulky waste, and yard waste including any Waste placed in a bag or other container. Contractor has the right to take photographic evidence of Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

“Waste” or **“Waste Materials”** means all Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor according to the Contract. The term "Waste" specifically excludes Unacceptable Waste.

“White Goods” means refrigerators that have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

“Yard Waste” means accumulations of lawn, grass, or shrubbery cuttings or clippings, and dry leaf rakings, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed fifty (50) pounds in weight.

E. SCOPE AND SERVICE SPECIFICATIONS

DESCRIPTION OF SERVICES

Public health and safety, as well as environmental protection, are of primary importance to the City. Therefore, the City intends to implement through contracted services a fully integrated municipal solid waste collection program that encourages waste minimization and increases opportunities for diversion.

Services under any Option may include:

- 1) Residential solid waste collection
- 2) Residential Recycling Collection
- 3) Residential brush & bulk collection
- 4) Residential special bulky waste collection
- 5) Commercial and Industrial dumpster collection
- 6) Permanent roll-off collection (open-top and compactors)
- 7) Temporary roll-off collection

RESIDENTIAL SOLID WASTE COLLECTION

Each proposal should include pricing for the various services set forth below relating to the collection of MSW.

Twice per week take-all collection of MSW from customer-provided permanent containers or temporary containers (bags). No container or bag to exceed 50 pounds.

The MSW will be collected on Monday-Thursday, or Tuesday-Friday, but not on Wednesday-Saturday.

The amount of Acceptable Waste to be collected will be unlimited per service day.

Collections shall be made from Residences on a regular schedule on the same day and approximately the same time each week.

RECYCLING COLLECTION

Option 1:

Contractor shall provide once per week collection, on one of the regular MSW collection days, of Recyclables placed in the Residential Unit’s designated 65-gallon Recyclables Cart. The Recycling Cart shall be provided by the Contractor.

All 65-gallon carts shall be NEW upon commencement of this contract.

Boxes outside of the cart, not to exceed ½ cubic yard, will be collected on recycling collection day.

Option 2:

Contractor shall provide once Every Other Week collection, on one of the regular MSW collection days, of Recyclables placed in the Residential Unit’s designated 95-gallon Recyclables Cart. The Recycling Cart shall be provided by the Contractor.

All 95-gallon carts shall be NEW upon commencement of this contract.

Boxes outside of the cart, not to exceed ½ cubic yard, will be collected on recycling collection day.

RECYCLABLES must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing, and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts, and pamphlets
Plastics not listed above including but not limited to those with symbols #3*, #4*, #7*	Cartons, Aseptic Containers

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	

Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

For either Recycling Option, the Contractor shall make accommodation for disabled or elderly residents who are physically unable to place their recycling cart at the curb. Placement of the cart in this instance shall be located in an area easily accessible by the Contractor's collection crews.

The Contractor shall coordinate recycling efforts with the Birdville ISD at rates agreed upon by the Contractor and Birdville ISD.

The City has an interest in an Optional Multi-Family Recycling Program. Your response indicating potential collection methods, and rates are to be provided in Proposal Tab 10.

Recycling Contamination Specifications:

Contractor shall indicate the maximum amount of contamination to be allowed before determining if any fees shall be charged to the City (located in Proposal Tab 8).

For Recyclables not meeting the specifications, above the allowable percentage, the City may pay a contamination charge for additional handling, processing, transporting, and/or disposing of Non-Recyclables.

A report of each non-conforming load detailing the composition of the load and including photographic evidence of the load will be provided to the City within 24 hours of the load being transported to the Disposal Facility.

RESIDENTIAL BULK & BRUSH COLLECTION

Contractor will collect Brush & Bulk materials each collection day, limited to four (4) cubic yards of combined Acceptable Brush and/or Bulk material per week. Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician before their placement for collection.

Construction debris must be Residential Construction Debris.

RESIDENTIAL UNUSUAL ACCUMULATIONS COLLECTION

When a Customer desires collection of more Brush and Bulky material than the weekly limit of four (4) cubic yards of combined Brush and Bulk, the resident must contact the Contractor to request an Unusual Accumulations Collection at the rate outlined in Proposal Tab 8. The Collection price will reflect a cost per hour for the vehicle, plus applicable disposal. Any additional fees to be charged to a Customer for collection of Unusual Accumulations will be determined after visual inspection by Contractor's supervisor, and such fees will be approved by the Customer before commencing work.

ALTERNATIVES TO THE REQUIRED SPECIFICATIONS

Specifications contained herein are the minimum level of service to be provided. If a proposer wishes to propose a higher level of service or innovative collection methods that will benefit residents through increased service or reduced costs, they should first include a proposal on base service as described in this RFP and then propose the innovative service as an alternative to the base service so that the City may determine the best option for its residents. The description of the alternative service in Proposal Tab 9 should be provided with the proposal submission. Pricing for Alternative service methods shall follow the same protocol outlined in Proposal Tab 8 for each of the Residential service options; if the Proposer's Alternate Residential Collection Method will result in Commercial and Industrial rates different than those provided in Proposal 8, prepare Rate Sheets for those service lines.

OSHA, HEALTH, AND ENVIRONMENTAL LAWS

Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time.

Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards.

EXCLUSIVE COLLECTION AREA

Contractor shall have the exclusive right to provide all solid waste collection services called for in this RFP within the boundaries of the City of North Richland Hills, with the following exceptions.

- 1) A person may haul garbage, refuse, or recyclables, originating within his family dwelling unit to an approved disposal facility, providing his means of conveyance is approved by the City as being sanitary and of a type that will prevent the spilling or leakage of its contents, littering and the emanation of disagreeable odors
- 2) The City may authorize the collection, removal, and disposal of all solid waste under such terms, conditions, and limitations deemed necessary in the interest of public health, safety, and welfare

RESIDENT LANDFILL ACCESS

The Contractor will arrange for access to a Disposal Site located within fifteen (15) miles from the center of the City of North Richland Hills for residents of the City. Each resident will be allowed free access for disposal of up to three (3) cubic yards of MSW material. Loads are restricted to a standard pick-up bed with no sideboards or a standard trailer of 8 feet in length or less.

Residents will be entitled to one trip per month.

The Resident shall be required to present a valid driver's license and water bill to gain access to the Disposal Site. The Resident shall not be authorized to use this privilege for disposal of non-residential or commercial wastes.

If Contractor does not own or operate a Disposal Site within fifteen (15) miles of the City, the Contractor will establish a contract with a Disposal Site (within 15 miles of the City) to be utilized and Contractor will be responsible to pay for any charges assessed for the use of the Disposal Site by Residents. See Appendices, page 80, for 24 month average of volumes deposited under this program (by residents and by the City).

HOLIDAY COLLECTIONS

Contractor shall perform collection on all days except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. Make-up Residential collection is on the next business day after the Holiday. Saturdays are considered a business day to be used for make-up collection after a Holiday.

SMALL BUSINESSES GARBAGE COLLECTION

Collections from all Small Business Garbage Generators shall be performed twice per week. The Customer will provide up to four (4) garbage or refuse containers not to exceed thirty-two (32) gallons in size with no bag weighing more than fifty (50) pounds.

FRONT END LOADER CONTAINER COLLECTION

Contractor shall make at least two (2) weekly collections at all commercial establishments subject to the terms of the Contract and at sufficient additional intervals necessary to perform adequate services and to protect the environment, unless otherwise approved in advance by the City, provided, however, *where the refuse is exclusively non-putrescible, one weekly collection is permitted.*

Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.

Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of the City. Collections shall be made on a regular schedule on the same day and approximately the same time each week. Where a business is located within 500 feet of a residence or residential area, no collections are to be made before 7:00 a.m.

Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.

Contractor or City shall not be responsible for damage which is not negligently or willfully caused by the

Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to public street or alley, of any route reasonably necessary to perform the services in the Contract.

No commercial container or dumpster should be overloaded to the point where the lid or covers will not close. The Contractor may decline to empty an overloaded container until the Customer unloads the dumpster to the point where the lid(s) will close.

ROLL-OFF CONTAINER COLLECTION FOR CONSTRUCTION DEBRIS, REMODELING, DEMOLITION, AND INDUSTRIAL

To the extent allowed by law, the Contract will provide exclusive rights to Contractor for the collection of Construction Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from construction, demolition, remodeling activities or industrial activities, which are generated in quantities requiring a Roll-Off Container for on-site storage, collection, and transport.

Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 7:00 am. and 7:00 pm. within the confines of the current ordinances of the City. Roll Off Containers will be located at a place convenient and safely serviceable to the Contractor and the Industrial Customer. Contractor or City shall not be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to public street or alley, of any route reasonably necessary to perform the services in the Contract. No roll-off container should be overloaded to the point where the tarp will not properly cover the load. The Contractor may decline to empty an overloaded container until the Customer unloads the roll-off container to the point where the load may be safely tarped before transport.

STATIONARY COMPACTOR UNITS

For those businesses that utilize Stationary Compactor Units, the Contract shall provide for the collection and transport of the Compactor Unit's Detachable Container. The purchase, lease, installation, maintenance, and repair of the Stationary Compactor Unit or any related parts or accessories, as well as the Detachable Container are between Contractor and the property owner/manager. If a business wishes to rent a Detachable Container, Contractor shall provide such Container(s) at the rental rates in the Roll-Off rate schedule in Proposal Tab 8.

GENERAL COLLECTION CONDITIONS FOR ALL SERVICES

Notwithstanding anything to the contrary contained in this RFP, the Contractor shall not provide the collection, hauling, or disposal of any Hazardous Waste, animal or human, dead animals greater than 10 lbs. (except for collections from the Animal Control Center), auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Contractor located at any Commercial, Industrial or Residential Unit. The Contractor may, however, negotiate an agreement on an individual basis regarding the collection, hauling, or disposal of Construction and Demolition waste, auto parts, used tires, concrete, dirt, gravel, rock, or sand by utilizing the Contractor's Roll-Off services.

EDUCATION AND OTHER DONATIONS

To inform and educate Residential Customers regarding Contractor's commencement of services under this Contract, Contractor shall, at Contractor's cost:

- (a) Distribute a professionally prepared brochure to each Residence at least one (1) time approximately four (4) weeks before the commencement of the new Contract. The brochure shall describe any changes in service days for MSW Material, Recycling, Bulk and Brush services to Residential Customers, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;
- (b) Provide to City a sufficient number of additional copies, as well as digital copies in .pdf format, of the above-described brochure to allow City to provide to people requesting such information, and
- (c) Coordinate with and supply all information reasonably requested to facilitate the City's efforts to notify Residential Customers of this transition.
- (d) **To support the City's environmental education efforts, the Contractor shall pay the City the amount of Fifteen Thousand Dollars (\$15,000) per year to be used by the North Richland Hills Beautification Committee, and the sum of Ten Thousand Dollars (\$10,000) for the North Richland Hills Senior Citizen Programming.**

CITY FACILITIES AND SPECIAL EVENTS

Contractor agrees to provide Dumpster(s) and/or Roll-Offs for Special Events and at City facilities outlined in Appendix A. The type of equipment and frequency of collection is set out in Appendix A and may be adjusted as agreed to by the City and Contractor. Necessary increases in service as agreed to between the City and Contractor to existing, or new, City facilities will be added to the schedule and serviced at no charge.

Any additional Special Events not listed in Appendix A or necessary increases in service to events listed in Appendix A will be serviced by Contractor at a charge.

F. COLLECTION EQUIPMENT

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor.

VEHICLE SPECIFICATIONS

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor. At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than four (4) years (i.e., year model 2018 or newer). At no time shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal

safety standards. Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in the Contractor's color schemes. The vehicles shall have the number of the vehicle painted on each side of each vehicle and the rear of the vehicle in a contrasting color from the body color, the letters to be at least six inches high. No advertising shall be permitted other than the name and address of Contractor. Contractor shall place the appropriate customer service telephone number on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract. Collection vehicles shall be capable of handling, in the safest and efficient method available, the Carts or Containers and material specified for each structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Texas.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and the driver may communicate during the route collection.

Please describe how you define "Real Time" GPS Tracking and the program you plan to propose to utilize for "Real-Time" GPS Tracking.

VEHICLE MAINTENANCE AND INVENTORY

Contractor shall provide with the proposal a complete inventory showing each vehicle (type, capacity, approximate age) to be used for performing the Contract, which vehicles shall conform to specifications outlined in Vehicle Specifications. No later than 30 days before the commencement of services under the Contract, Contractor shall confirm and verify the inventory provided with the proposal documents. Upon approval of the City, Contractor may make permanent changes to the collection equipment inventory and shall revise the inventory report accordingly. Contractor shall provide the City with the revised inventory report within one (1) week of any changes. Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory. Changes in route vehicles for less than two (2) weeks shall be considered temporary changes and will not require an updated inventory.

SUPPLYING RECYCLING CARTS

Contractor shall supply and maintain all recycling carts.

65-gallon or 95-gallon Recycling Carts supplied by Contractor **will be new** at the commencement of this contract. Contractor shall retain ownership of the Carts provided.

Contractor shall provide instructions for proper use of the Carts to the residents in conjunction with the delivery of the Carts. Upon notice from the City, Contractor shall deliver Carts to new Customers who move into the Collection Area. Contractor will be responsible for responding to requests from and delivering Carts to, Customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from the City. Used Carts must be cleaned before reentry into the system and delivery to Customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered.

The Carts shall be provided with instructions for proper use, including any Customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems.

Should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting Contractor directly. Where a replacement Cart is purchased by the Contractor to replace an existing Cart, Contractor shall assess a \$70.00 charge (for any size cart) to the Resident, which the Resident is obligated to pay. If a Cart is damaged while at a Residential Unit, the Resident shall contact Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge. Contractor shall deliver a reconditioned Cart within (2) business days after notice by the Resident. Reconditioned Carts must be cleaned before re-entry into the system and delivery to Residents. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

In the case of an existing service address whose previous resident has left a Recycling Cart; no formal notification will be given to Contractor. In the case of newly-constructed homes or existing homes that do not have a Cart, the City will provide the Contractor with a formal request for new service after the utility department sets up the new home, or new homeowner, as a new account. New service Carts will be provided within the second business day following the request with pick up available on the next scheduled day following delivery.

SUPPLYING DETACHABLE CONTAINERS FOR COLLECTION

Before the beginning of the Contract, Contractor shall provide Detachable Containers for Garbage Collection to all Facilities receiving Detachable Container collection service under the Contract. Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles, and/or roll-off vehicles compatible with compactor and open-top containers.

Detachable Containers shall be located on the premises in a manner satisfactory to the City or site manager and convenient for collection by Contractor. The City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked

DETACHABLE CONTAINER COLLECTION FOR CONSTRUCTION, REMODELING, DEMOLITION, AND INDUSTRIAL ACCOUNTS

The Scope of Work and the Contract will provide exclusive rights to Contractor, to the extent allowed by law, for the collection of Construction, Remodeling, Demolition Debris, and similar waste materials generated at an Industrial account, which are generated in quantities requiring a Roll-off Container, for on-site storage, collection, and transport

DETACHABLE CONTAINER STANDARDS

Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted or changed out, at least once every 2-1/2 years.

Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by the City.

Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. Contractor shall remove any graffiti reported by the City within five (5) business days of notification.

DETACHABLE CONTAINER INSTALLATION AND MAINTENANCE FOR CITY FACILITIES

Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.

A Detachable Container shall be reconditioned and repainted if necessary, before being supplied to a City facility that has not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days of delivery of a written request by the City.

If appropriate to serve the City's needs and/or locations, the City may require Contractor to install and service a front-end load Detachable Container. The City may also require Contractor to equip a Detachable Container with plastic lids.

Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

DETACHABLE CONTAINERS REPAIR OR REPLACEMENT

Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

G. TRANSITION PLAN

Proposer shall describe its proposed strategies to ensure a smooth transition from the current provider (should this occur), and current service levels, to the successful Proposer and new service levels. ***The proposed Transition Plan is of critical importance to the City.***

In the Transition Plan, Proposer must describe the following:

- A. Individual or group of individuals that will oversee the execution of the Transition Plan.
- B. The proposed approach, including equipment, personnel, and schedule, for delivering Carts, Dumpster, and Roll-off containers to Customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the current provider (should this occur).
- C. A detailed schedule for the transition.
- D. Proposed strategies for Customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days before the initiation of service.

H. COMMUNICATION AND MEETINGS

POINT OF CONTACT

All dealings and contacts between Contractor and The City shall be directed between the designated representative of Contractor and the Contract Administrator designated by The City.

CONTRACTOR'S OFFICE

Contractor shall maintain an office or other facilities through which they can be contacted equipped with sufficient telephones having local phone numbers. Such office shall be staffed by a responsible person in charge and an adequate number of additional staff available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When the collection is postponed one day for scheduled or unscheduled reasons, Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours, thereby providing a 24-hour, 7-day per week customer service line.

CUSTOMER SERVICE AND COMPLAINT RESOLUTION

Customer complaints shall be directed to the Contractor. Contractor shall notify the City daily, in writing by email, of all complaints received.

At the end of each business day, Contractor shall email the City a recap of the day's complaints from Residential, Commercial, or Industrial Customers. The email shall contain the address of the Customer about which the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue. Missed pick-ups from one day shall be reflected on the next day's complaint report indicating that collection was made.

Contractor shall arrange for collection on the next business day, before noon, after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups).

If the missed pickup is a result of Customer related acts or omissions, Contractor shall take appropriate action to cause such Customer to subsequently properly set out the container and shall notify the City of such action.

As requested by the City, Contractor shall make available GPS tracking reports for residential collection vehicles.

MEETINGS

To minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, Contractor's representative will be required to meet with City representatives regularly as follows:

- (1) During the period from the date the Contract is executed until three months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) meetings shall be held between representatives of the parties regularly, as may be mutually agreed. The primary purpose of such meetings shall be to evaluate Contractor's performance in implementing the Contract, to evaluate Container delivery progress or problems, to air and

seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information, and public relations.

- (2) After the initial 90-day period meetings shall be held at least quarterly, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held to review and discuss day-to-day operations, promotion, public information, and public relations.
- (3) Meetings shall be held at the offices of the City unless otherwise agreed upon by both parties. Each party shall be available for at least 60 minutes per meeting unless otherwise agreed in advance. Meetings shall be held during normal business hours.

NEWSWORTHY AND EMERGENCY NOTIFICATIONS

During the term of the Contract, there may be activities or circumstances, positive or negative, involving Contractor's business that could be newsworthy. Likewise, Contractor or Contractor's employees could be involved in a motor vehicle accident or an environmental accident. Contractor must contact the City Manager or his designee immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service Contractor provides to the City; any news coverage or sudden events that are reasonably anticipated to result in citizen phone calls to the City; an environmental emergency or incident, including spills, that involves Contractor, a related business of Contractor, or a Contractor's employee that occurs within the City; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

CUSTOMER NOTIFICATIONS

The City will coordinate with Contractor and approve all necessary communications with Residential Customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste, etc.

I. REPORTING

Contractor shall be required to provide the following reports or notifications to the City Manager or his designee in addition to daily reports. If not established by an outside authority, report formats will be mutually agreed to by Contractor and the City.

MONTHLY REPORTS

Complete and accurate Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before the tenth (10th) of each month during the term of the Contract.

Monthly Reports must contain at least the following information:

- 1) Number of Households served

- 2) Number of Commercial facilities served
- 3) Monthly tonnages by each category of service
- 4) Residential Recycling Participation Rate
- 5) Customer complaints received by Contractor arranged and listed by category, including customer name, address, complaint, and resolution.
- 6) As requested by the City, Contractor shall make available GPS tracking reports for residential collection.

ANNUAL REPORTS

No later than thirty (30) calendar days after the end of each calendar year, Contractor shall submit to the City an annual report covering the immediately preceding Contract year and include the following information:

- 1) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
- 2) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation.
- 3) A description of all public information programs undertaken with audiences reached and media used.
- 4) A summary of all roll-off compactor maintenance or replacements provided through the year.

All reports shall be submitted in an approved format to the addresses as the City may designate in writing. If the report information is transmitted electronically, Contractor shall provide information in a format that is compatible with the existing computer system at the City. The City may withhold payment of balances due until said reports are received.

J. PAYMENTS TO THE CONTRACTOR

City agrees to bill all residential customers served by Contractor.

City further agrees to collect and remit all sales taxes to the appropriate governmental authority.

City agrees to pay to Contractor on or before the 25th day of each month the appropriate charges as hereinafter provided.

Contractor agrees to pay a franchise fee to the City in an amount equal to 4% of the gross billing (excluding all appropriate sales taxes) from the collection of acceptable waste and for collection of recycling within the corporate limits of the City together with a billing and collection fee of 8% of the gross billing (excluding all appropriate sales taxes) for a total of 12%. City shall remit to the Contractor its check in the amount of 88% of all amounts billed for residential solid waste and recycling service collection service. The 12% not remitted for residential billings shall become the property of the City.

City shall ensure that at all times during the term of this Contract that the City will charge, according to an

ordinance duly passed by the City's governing body, a sufficient rate from the City's residential customers to pay the amounts due under the Contract and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. It is expressly understood by the Parties hereto that all payments due by the City hereunder are to be made from revenues received by the City from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system.

City agrees to bill for all commercial, multi-family, institutional and Permanent roll-off service serviced by the Contractor. Contractor shall bill for Temporary roll-off service. Contractor agrees to pay a franchise fee to the City in an amount equal to 4% of the gross billing (excluding all appropriate sales taxes) from the collection of Commercial, Multi-Family, and Industrial (Permanent and Temporary) services within the corporate limits of the City together with a billing and collection fee of 6% of the gross billing (excluding all appropriate sales taxes) for a total of 10%. Contractor agrees to submit to the City within two days following the end of each calendar month a detailed and summary report for all permanent, temporary, and regularly scheduled customers for billing purposes. The report will include the name, address, service and type, and charges for each customer. City agrees to collect and remit all sales taxes to the appropriate governmental authorities. City agrees to pay the Contractor on or before the 25th day of each month the appropriate charges as hereinafter provided.

The service charge for Commercial, Multi-Family, and Institutional **Recycling** shall be negotiated between the Contractor and the customer and such charges shall be submitted to the City for billing. Contractor agrees to pay a franchise fee to the City in an amount equal to 4% of the gross billing (excluding all appropriate sales taxes) from the collection of Commercial, Multi-Family, and Institutional **Recycling** services within the corporate limits of the City together with a billing and collection fee of 6% of the gross billing (excluding all appropriate sales taxes) for a total of 10%. Contractor agrees to submit to the City within two days following the end of each calendar month a detail and summary report for all permanent and regularly scheduled customers for billing purposes. The report will include the name, address, service and type, and charges for each customer. City agrees to collect and remit all sales taxes to the appropriate governmental authorities. City agrees to pay the Contractor on or before the 25th day of each month the appropriate charges as hereinafter provided.

LIQUIDATED DAMAGES

Acceptable performance standards include the provision of daily services on a timely basis with minimal interruptions, the Contractor being environmentally responsible while providing the daily services, and the Contractor responding promptly to both residential and commercial customers.

In no event will Contractor be liable for Liquidated Damages unless such failure is caused by Contractor, as determined by the City at its sole discretion. The Contract shall provide that the City may charge Liquidated Damages to Contractor per the Summary of Liquidated Damages monthly in connection with the Contract and shall, at the end of each month during the term of the Contract, notify Contractor in writing of the amount of Liquidated Damages assessed for such month if any. Building and Neighborhood Services representatives, Utility Billing representatives, and members of the City Management staff will make recommendations to the City Attorney who will make the final decision and contact the Contractor before assessing charges.

SUMMARY OF LIQUIDATED DAMAGES

1. **Missed collection**: \$25 per missed collection over two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by Contractor as an unacceptable set-out, and Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.
2. **Missed residential unit block**: \$500 per incident for Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable set-outs and Contractor cannot provide data demonstrating collection vehicle traveled on the block during the day of the complaint.
3. **Commencement of residential collection before 7:00 a.m.**, or operating within the City after 7:00 p.m. except as expressly permitted: \$250 per route for each day that each route began collection before 7:00 A.M.
4. **Failure to complete a majority** (50%) of the city-wide Residential collections on a given day: \$2,500 for each incident
5. **Failure to maintain a vehicle** in a manner consistent with the Contract: \$100 for each incident
6. **Failure to clean up spilled Solid waste**, resulting from loading and/or transporting within two (2) hours of notification: \$250 each incident.
7. **Failure to address complaints** within one business day: \$100 for each incident.
8. **Failure to submit an accurate Monthly or Annual report** in the specified format, as required by the contract: \$250 per report per calendar day delinquent.
9. **Failure to return carts** and containers to approximately original collection location: \$25 for each incident.
10. **Failure to leave a public education notice** when material that is inappropriately prepared is not collected: \$100 for each incident.
11. **Failure to be prepared to perform services** on or after the commencement date: \$ 3,000 per calendar day.

MODIFICATION OF RATES

Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the Consumer Price Index (hereinafter defined) until February 1, 2023. Commencing on February 1, 2023, continuing annually on each anniversary date of the Commencement Date of this Agreement, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100) (the C.P.I.) shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I, the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). In any year where the adjustment would result in an increase that would exceed five (5%) percent, the rate adjustment shall be capped at 5%.

The Contractor will provide written notice to the City no later than 90-days in advance of the increase.

REGULATORY RATE ADJUSTMENT

The City will consider as a provision of the Contract the right for Contractor to petition the City at any time for additional payment rate adjustments based on certain unusual and unanticipated changes in the cost of operations, including, but not limited to new or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by the City. If the City shall fail to approve such requested increase within sixty (60) days after receipt of such request, Contractor shall have the right to terminate the Contract with 180 days' notice to the City.

K. TABS

Proposal Tab 1 - Past Performance and Experience

1. How many years has your organization been in business under your present business name? (**Minimum experience required – 5 years in business with accounts of similar size**) Under what other or former names has your organization operated?

2. How many years of experience does your organization have in the collection and disposal of residential garbage, brush and bulk waste, recyclables, and commercial and industrial collection and disposal?
3. Identify similar contracts that your organization has been awarded by municipal governments in Texas in the last five years. If no new awards in the past five years include at least three (3) references for existing contracts of like-size (residential count) communities.

The list should reflect:

- A. The name of the municipality and home count
 - B. The person to contact for reference information and that person's phone and email
 - C. The date the contract expires
 - D. The annual dollar value of the contract
4. Concerning any contracts in Texas, has your organization been terminated by a Municipality or failed to complete any contract awarded to you before the end of the term of the contract?
 5. Has your organization filed any lawsuits or requests for arbitration or mediation within the last five (5) years concerning any contract for services with a Texas governmental entity? If so, name the parties, case number, and the court in which such suit is/are filed, and nature and present status of any proceeding described above.
 6. Has your organization been a defendant in any lawsuit or request for arbitration or mediation filed by a Municipality concerning a contract for such services within the last five (5) years? If so, state the case number, names of the parties, the court in which the suit(s) is/are filed, and the present status of any such proceeding.
 7. Proposer acknowledges that the responses to this Questionnaire are material and important in determining the most responsive and responsible Proposer and, further, that any omissions may result in the rejection of any such Proposals.

Indicate your acknowledgment within your narrative in this Tab.

8. Identify all subcontractors proposed to be used under this Contract. Provide the name, location, and contact information for each subcontractor.
9. Explain what services will be provided by each subcontractor.

Proposal Tab 2 – Financial Qualifications

1. Briefly describe in a narrative format the proposer's financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach in this section the most recent SEC required Management Discussion and Analysis (MD & A).

2. Provide as an attachment within this tabbed section audited financial statements for the last two fiscal years. For publicly held companies, provide the most recent SEC 10K filings for the parent organization.

Proposal Tab 3 – Facilities

Identification and location of the processing, composting, and disposal sites

List the name, location, and distance from the City of North Richland Hills for the facilities proposed for use in providing the services specified in the Contract using the format below.

Disposal Facility for MSW Collection:

Location:

Distance from City:

Recycling MRF:

Location:

Distance from City:

Tab 3-A - Certification of Recycling Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the recycling facility.

I acknowledge that _____ (Name of Firm/Facility) shall be responsible for processing Recyclables collected by _____ the Contractor under the City Contract.

I understand and agree that recyclables may not be deposited as solid waste at a landfill or incinerator.

I understand and agree that the City shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____(Name of Firm/Facility) is capable of accepting the following materials for single-stream recycling: mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, magazines etc.) slick or glossy news print inserts, bagged shredded paper, tin cans (fruit and vegetable cans), aluminum cans, plastic containers - # 1,2,3,4,5 & 7, clear, blue, brown, and green glass bottles; and processing the Recyclables to the degree necessary to be marketable. I certify that the processing system of _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that the City may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: Corporation Partnership Sole Proprietor

Name of Firm _____

Phone _____

Address _____

Email _____

Type or Print Name _____

Attest: _____

Title _____

Signature _____

Date: _____

Proposal Form 3-B - Certification of Disposal Facility

Provide a copy of this form from each disposal facility to be used in the Contract. The form must be signed by an officer or authorized representative of the disposal facility.

I acknowledge that _____ (Name of Firm/Facility) shall be responsible

for disposing Municipal Waste collected by _____ Contractor under the City of North Richland Hills Contract.

I understand and agree that the City of North Richland Hills shares no risk or expense for the disposal of the materials delivered by Contractor.

I certify that the disposal system of _____ (Name of Firm/Facility) is permitted to accept municipal solid waste under the operating permit issued by the State of Texas, # _____.

I certify that the disposal facility of _____ (Name of Firm/Facility) has sufficient capacity to receive and dispose of, all municipal solid waste collected on a daily, weekly, monthly and annual basis under the City of North Richland Hills Contract.

I agree that the City of North Richland Hills may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: Corporation Partnership Sole Proprietor Limited Liability Company Other: _____

Name of Firm _____

Phone _____

Address _____

Email _____

Type or Print Name _____

Attest: _____

Title _____

Signature _____

Date: _____

Proposal Tab 4 - Experience of Personnel

1. Provide a list of personnel in key positions for Residential, Commercial, and Industrial collection

activities (including those of subcontractors) and attach one copy of the Summary of Qualifications form (see next page) for each person so identified.

List, and prepare the Summary of Qualifications for the General Manager, Operations Manager, Route Supervisor, Maintenance Manager, Customer Service Manager, and any other relevant personnel for each type of collection activity.

2. The City expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The City will be notified immediately of any changes to this information.
3. Provide, along with the Summary of Qualifications, all of the following information for this designated person:
 - Mailing Address:
 - Direct Phone
 - Mobile phone:
 - Email:
3. How does the Contractor deal with replacing key personnel who leave?
4. Describe in detail the categories of employees, the number within each category, and the anticipated standard number of workdays and hours for each category anticipated for the successful implementation of the Contract. (include and identify sub-contractors) (Example, drivers/helpers/customer service/billing/mechanics, etc.)
5. Describe which service will be provided by a regional or centralized source. (Example Human Resources, Customer Service, Billing, etc.) Identify the location and give a detailed narrative of how those services will be provided under the City's contract.
6. Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?
7. Describe in detail Contractor's employee/driver training program.
8. What steps will Contractor take to inform City staff about the specific requirements of this Contract? Please provide details by category of personnel.

Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/ her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to the City of North Richland Hills if your firm is awarded the contract.

Name: _____

Position: _____

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste, and marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years of experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Proposal Tab 5 – Equipment

No vehicle used in servicing this Contract shall be more than four (4) years old as of February 1, 2022, or the date service commences under the Contract, whichever comes first. Any vehicle reaching ten (10) years of age during the term of this Contract shall be taken out of service for purposes of the Contract's services in compliance with the Contract so that at all times no vehicle older than ten years operates on the City's streets.

- Using the template below as a guide, list the vehicle information for each service category indicating how many front-line route trucks will be used each week. *This is not to reflect an equipment list of all of the equipment available on Contractor's facility.*

Indicate the number of each model and make listed; if they are currently owned; if on-site at the hauler's location; the License number and any company vehicle id #; and the date of delivery if not currently owned or on-site. The information provided on this form demonstrates Contractor's qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle id#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating Contractor's option to buy if awarded the contract and promised delivery date for the vehicles identified on the form. Under each category of vehicle, list the Spare unit(s) available (see 3, below).

Residential MSW

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

Residential Recycling

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

Residential Yard Waste/Compost

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

Residential Bulk Collection (Grapple and/or Rear Load)

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

Commercial FEL Collection

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

Roll-Off Container Collection

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

2. State Contractor’s procedures and schedule for routine vehicle inspections. Describe arrangements and schedules for preventative maintenance. Specify any services subcontracted and to whom.
3. State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction or repair.
4. List Contractor’s procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.

Proposal Tab 6 - Operational Plan and Safety Record Report

Include a **detailed narrative** explaining:

1. How the Contractor intends to provide service for the normal collection of garbage. Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
2. Describe Contractor's proposed method of collection for Brush and Bulky Items, included during normal residential collection each week, or if collected as Unusual Accumulations, demonstrating the benefits of their approach. Indicate how many vehicles will be used each day, expected start and end times, crew size, etc.
3. List Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to Contractor by the City.
4. **Explain how Contractor will utilize its GPS tracking system to deal with issues such as Daily Route Management, missed pickups, blocked carts/containers, contamination, or excess waste, and how this system will be utilized to provide timely reports to the City regarding these issues.**
5. Describe Contractor's procedures to be used by the City to schedule and assure reliable container delivery for new locations and special event collections.
6. Describe in detail Contractor's safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events; spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to the City, regulatory agencies, emergency response teams, etc.
7. Describe in detail Contractor's procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to the City, law enforcement, and regulatory agencies, emergency response teams, etc.
8. Provide a detailed environmental regulatory compliance history for the past five years in Texas. If the company is a corporation, provide data for the operation which will directly provide services. Include all Texas Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.
9. **Provide the OSHA TRIR (Total Recordable Incident Rate) and DART (Days away from work) scores for the *division that will be responsible* for the collection activity in the City. These scores will allow the scoring committee to compare your firm's injury rates to other firms in the same business, in the same locale.**

TRIR – Total number of Recordable Cases x 200,000/divided by total hours worked by all employees during the year covered.

DART – Number of CASES with days away from work x 200,000/divided by total hours worked by all employees during the year covered.

Proposal Tab 7 - Transition Plan

The proposer must describe the following:

- A. Individual or group of individuals that will oversee the execution of the Transition Plan.
- B. The proposed approach, including equipment, personnel, and schedule, for delivering Carts, Dumpster, and Roll-off containers to Customers. Proposers shall also describe how the delivery of equipment will be conducted in coordination with the removal of the existing equipment used by the current provider (should this occur).
- C. A detailed schedule for the transition.
- D. Proposed strategies for Customer communication regarding the transition of service providers. Customer communication will begin no later than sixty (60) days before the initiation of service.

Use additional pages as required.

Proposal Tab 8 – Rates and Services

All rates related to the work to be performed shall be reflected within Proposal Tab 8; additional rates, fees or service charges placed within the narrative of the proposal will not be considered as part of the Rates Proposed.

Important Note:

All fees submitted for services will INCLUDE any franchise fees.

There are no additional fees (fuel adjustments, etc.) to be considered other than those presented in Proposal Tab 8; the recovery of fuel expenses is to be included in the rate(s) proposed.

Residential – MSW

MSW collection twice time per week to include the collection of four (4) yards of Brush/Bulk per week

Price per home per month _____

Price per home per month for Senior Citizens _____

MSW collection twice time per week Backdoor Service

Price per home per month _____

Residential – Recycling

Recycling collection one time per week with 65-gallon cart

Price per home per month _____

Price per home per month for Senior Citizens _____

Recycling collection Every Other Week with 95-gallon cart

Price per home per month _____

Price per home per month for Senior Citizens _____

Rate for each additional Recycling cart per residence

Price per home per month _____

Rate for Replacement Cart (either size Recycling cart)

Price per replacement _____

Collection Rates for Unusual Accumulation Waste Collection

Rate per hour for Vehicle (any type) and Crew _____

Disposal fee per yard collected _____

Small Commercial with bags

Commercial Hand Load Rate for 2 x week, 4 bags per collection _____
 Commercial Recycling Cart _____
 Each Additional Recycling Cart _____

Commercial Front Load Rates

Important Note: All fees submitted for services will INCLUDE any franchise fees.

**Rates reflect all charges that will be assessed
 The City will bill all Commercial and Roll-Off**

FEL – include all disposal costs

Size	1x	2x	3x	4x	5x	6x	extra p/up
2 yard							
3 yard							
4 yard							
6 yard							
8 yard							
4 yd compactor*							
6 yd compactor*							
8 yd compactor*							

* FEL compactor rental per month _____
 Casters (fee per month per container) _____
 Locks (fee per collection per container) _____
 Enclosures (fee per collection per container) _____

Roll-Off Containers

Important Note: All fees submitted for services will INCLUDE any franchise fees.

Rates reflect all charges that will be assessed

All Rates will be Extended – Do Not Show Any Rate as an undetermined number (no wording that renders determining an extended amount impossible.

Roll-Off – Temp – EXCLUSIVE TO CONTRACTOR

Size	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard				
30 yard				
40 yard				

Roll-Off – Permanent – EXCLUSIVE TO CONTRACTOR

	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard				
30 yard				
40 yard				

Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR

Size	Haul Rate	Disposal per Ton*
30 Yard Compactor		
34 Yard Compactor		
35 Yard Compactor		
40 Yard Compactor		
42 Yard Compactor		

* Submit a flat rate for each ton (not a discounted rate for initial tons with an increase in rates for tons over a certain amount)

** On Self-Contained Compactor units, show the Monthly Rental as the fee per month for the compacting /container unit.

*** On Stationary Compactors put in a Monthly Rental cost for the Receiving Container only. Do not show a rate for the compactor, itself. The rate for the Stationary Compactor will be negotiated between the hauling company and the waste generator.

Additional Items

Acceptable Percentage of Contamination in a load of Recycling Materials _____%.

Proposal Tab 9 – Alternate Collection Method (only after proposing the Base Options)

Describe in detail any alternate methods of collection incorporating rates proposed for the Alternate Method.

Use additional pages as required.

Proposal Tab 10 – Optional Apartment Recycling

Indicate, in detail, how your firm could provide Recycling collection service to the Multi-Family Units within the City. In your response, indicate how you would provide containers (by size and frequency of collection) and what rate you would charge by container size and frequency.

L. APPENDICES

Note – all current rates reflected in the following Appendices reflect the current Franchise Fee amount.

APPENDIX A: City Facilities to be collected at no charge

Service for City Facilities and Special Events to be collected at no charge:

- 1) Appropriately sized recycling containers to be collected once per week at each City facility
- 2) Provide commercial containers, to be determined by the Contractor, for the following annual events:

Texas Recycles Day
 Trinity Trash Bash
 Spring and Fall Community Clean Ups
 Great American Clean-Up events

City Facilities at no charge				
Facility	Address	Quantity	Size	Frequency
Fire Admin	7202 Dick Fisher	1	8	4
Richfield Park	7250 Chapman	1	8	3
Fire Station #2	4001 Rufe Snow	1	8	2
Iron Horse Golf - Trash	6200 Skylark Cir	1	8	3
Iron Horse Golf - Recy	6201 Skylark Cir	1	8	1
Animal Control	7200 Disck Fisher	1	4	6
Public Works-Trash	7201 Disck Fisher	1	8	1
Public Works-Trash	7201 Disck Fisher	1	8	2
Public Works-Recyc	7201 Disck Fisher	1	8	1
Fire Station #3	5328 Davis Blvd	1	8	1
Fire Station #1	8001 Shadywood	1	8	1
Walker Creek Park-Tra	8403 Eneald Hills	1	8	2
Walker Creek Park-Rec	8403 Eneald Hills	1	8	1
Utility Center	5140 Davis Blvd	1	8	3
NRH-PW	4000 Rita Beth	1	6	1
NRH-Library-Trash	9015 Grand Ave	1	8	3
NRH-Library-Recyc	9015 Grand Ave	1	6	1
NRH - Rec Center-Tras	6000 Hawk Ave	1	8	3
NRH - Rec Center-Recy	6001 Hawk Ave	1	8	1
NRH2O -Trash	9001 BLvd 26	4	8	6
NRH2O -Recyc	9001 BLvd 26	2	8	5
North Field Park	7804 Davis Blvd	1	8	1
Freen Valley Park	7701 Smithfield	1	8	2
Cross Timbers Park	7680 Douglas	1	8	2
Dan Echols Senior Cen	6801 Glenview	1	6	1
Fire Station #4	7245 Hightower	1	6	3
Annual Free Rll Off Huals		84		

**APPENDIX B: Tonnage Reports
(Provided by Current Vendor)**

MONTH	Residential Recycling	Residential MSW	Commercial	Roll Off
JANUARY	340	2088	1593	909
FEBRUARY	254	1733	1419	926
MARCH	323	2803	1556	1188
APRIL	354	2774	1301	997
MAY	343	2697	1125	997
JUNE	325	2634	1544	1278
JULY	325	2315	1509	1322
AUGUST	316	1998	1408	1011
SEPTEMBER	301	2326	1551	1427
OCTOBER	310	2027	1530	1094
NOVEMBER	N/A	N/A	N/A	N/A
DECEMBER	N/A	N/A	N/A	N/A

APPENDIX C: Performance Bond Form

**STATE OF TEXAS §
COUNTY OF TARRANT§**

KNOW ALL MEN BY THESE PRESENTS: that _____ (“Contractor”), as principal, and _____ (“Surety”) authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of North Richland Hills, Texas (City), in the sum of _____ dollars (\$_____) as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the__ day of _____, 2021, for _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the specifications, and contract documents and shall fully indemnify and save harmless City from all costs and damages which City may suffer by reason of Principals default, and reimburse and repay City all outlay and expense which City may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specification, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, an extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2021.

_____ Principal Surety

By _____ By _____

Title _____ Title _____

Address _____ Address _____

The name and address of the Resident Agent of Surety is:

APPENDIX D: Specifications For 65 and 95 Gallon Refuse Containers

Vendors shall provide certification that the cart provided to the City is an injection-molded rollout container that contains two (2) hinge pins, two (2) plastic wheel assemblies, a solid steel axle, and is compatible with both fully and semi-automated arm lifter systems with a capacity of 65 or 95-gallons.

Carts must be assembled and manufactured in the USA.

The container must comply with ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for Container Safety and Compatibility Requirements. Per the ANSI Z245.30-2008 Standard, the rollout refuse container must accommodate a load of 335 lbs.

The container body will be injection-molded from High-Density Polyethylene (HDPE). The interior will be free of crevices and recesses where refuse could become trapped. The handles will be integrally molded into the container body at the top rim. The bottom of the container will have dual molded-in wear ridges that extend both around its perimeter and around the center of the container bottom to provide additional protection against abrasive wear. The inside bottom of the container will have cylindrical-shaped energy-absorbing detail, approximately 7" in diameter.

The container lid will be injection- molded from HDPE and attached to the container body using two (2) HDPE snap-lock hinge pins and rotates freely about the hinge a full 270 degrees. The lid will be molded with a hand-hold lip that extends across the full width of the front of the lid and wraps around both corners.

A solid steel axle will have a 27/32" diameter that is zinc plated to protect against rust and corrosion. 10" wheels will be injection-molded and snap-on with an integrated spacer.

The product must be warranted for ten (10) years from the date of purchase.

Markings for both MSW and Recycling Carts:

- a. "City of North Richland Hills" or City of North Richland Hills logo and Vendor Name and/or Logo hot stamped in white letters, that is to be water-resistant, approximately 1" in height on one side.
- b. A 6 - 8 digit inventory number, including a manufactured month and year code, shall be hot stamped in white, that is to be water-resistant and approximately 1" in height on the same side as (a) above.

Recycling Carts shall be marked differentiating the cart for recycling. The Contractor may elect to use the same lower body color as the MSW cart, but with a different color lid, or a completely different color for the cart body and lid. **The lid shall be hot stamped with appropriate instructions for the resident regarding acceptable items for recycling.**

APPENDIX E: Current Front-End Load Container Matrix

Size 1x 2x 3x 4x 5x 6x Extra

2 yd price	70.49	132.70	176.70	257.83	312.25	352.52	31.28
Quantity	86	6	0	0	0	0	
3 yd price	100.04	174.98	231.1	308.15	379.92	445.80	39.69
Quantity	22	10	1	0	0	6	
4 yd price	120.86	211.68	292.09	381.06	460.03	550.25	50.36
Quantity	57	11	5	0	0	0	
6 yd price	153.10	290.09	410.96	535.85	662.74	783.62	70.96
Quantity	62	34	14	7	0	11	
8 yd price	177.29	356.54	497.59	630.50	791.67	952.84	85.47
Quantity	73	67	56	17	14	13	
4 yd comp.	293.26	0	0	0	0	0	
Quantity	1	0	0	0	0	0	
6 yd comp.	482.20	964.41	1446.61	1928.79	2411.00	2893.21	120.51
Quantity	0	0	0	0	1	0	
8 yd comp.	586.55	1173.08	1759.66	2346.23	2932.77	3519.32	146.61
Quantity	1	1	0	0	0	0	

There are approximately 17 small commercial accounts going twice per week.

Commercial Hand Load Rate for 2 x week, 4 bags per collection 42.37

Commercial Recycling Cart 6.05

Each Additional Recycling Cart 3.63

La Casita Mobile Home Park is billed for a dumpster and 204 hand pick-ups at the residential rate.

Oakleaf Mobile Home Park is billed at the residential rate for 118 units

NRH Mobile Home Park just has a dumpster

Roll-Off Matrix – Temporary

Size	Qty	Avg Hauls Monthly	Avg Tons Per Haul	Daily Rental	Rate per Haul (Flat)
20 yard				8.37	463.73
30 yard				8.37	553.98
40 yard				8.37	634.56

Roll-Off Matrix –Permanent

Size	Qty	Avg Hauls Monthly	Avg Tons Per Haul	Daily Rental	Rate per Haul (Flat)
20 yard				8.37	463.73
30 yard	38	37		8.37	553.98
40 yard	15			8.37	634.56

Current Roll-Off Matrix – Compactor

Size	Qty	Avg Hauls Monthly	Avg Tons Per Haul	Rental	Rate per Haul (Flat)
25 yard sc	1	2		Customer-owned	
30 yard sc	4	31		Customer-owned	601.94
35-yard sc	7	41		1 is leased	666.99
40-yard sc	2	16		2 are leased	732.06
42 yard	3	16		2 are leased	758.07

	<u>2019</u>	<u>2020</u>
Annual Residential Coupon Redemptions	1082	1159
Annual LF tons from City Vehicles	2292	1678