

**City of Richwood**  
**Municipal Solid Waste Collection and Disposal**  
**Request for Proposals**

The City of Richwood is issuing this Request for Proposals for Municipal Solid Waste Collection and Disposal services for a contract period of September 1, 2015 through August 31, 2018 with two additional one year options.

Proposals must be received no later than 5:00 p.m. June 17, 2015 and will be opened June 22, 2015 at 10:00 a.m. The proposals will be submitted to City Council for their review. The City reserves the right to reject any and all proposals and to award a contracted based upon the best value for the City. Proposals shall be sealed, clearly marked and delivered to:

City of Richwood  
City Secretary's Office  
1800 Brazosport Blvd. N  
Richwood, Texas 77531

**SECTION 1**  
**INSTRUCTIONS TO CONTRACTORS**

1. Scope of Work

The contractor shall provide, in good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work in accordance with the provision. The City currently has 1,142 residential and hand commercial accounts billed and collected by the City.

A. Residential and hand commercial collection - Base Proposal

One 96 gallon (or comparable size) polycart and one recycling container for curbside pickup. Please provide the cost, if any, for additional carts.

1. Trash collection is on a week, on Wednesday or alternate day approved by the City.
2. Recycle collection is once a week, on Tuesday or alternate day approved by the City. Curbside recyclable materials shall include the following:
  - Newsprint
  - Magazines
  - Steel/Tin/Aluminum cans
  - HDPE & PET Plastic Bottles

- Cardboard
- Glass - Clear, Brown and Green
- Materials may be added or deleted by mutual consent of the City and Contractor.

B. Bulky Waste/Brush/White Goods collection

1. Brush collection pickup once a month on second week or alternate week approved by the City.
2. Bulky Waste/White Goods collection once a month on third week or alternate week approved by the City.

C. Additional services provided for but not charged:

1. Three roll-off construction dumpsters twice each year for 4 days at locations designated by the City for residents to dispose of large items only and not brush (typically April and October)
2. Three 96 gallon (or comparable size) polycart and one recycling container with weekly pickup for City Hall, 1800 Brazosport Blvd. N.
- 3.
4. Responsive and quality customer telephone and service representatives available on Solid Waste and Recycle pickup days and during regular business hours.

D. Alternate Proposal Items

1. Two pickups per week for residential and hand commercial collection.
2. Two pickups per week for recycle collection
3. Bi-monthly bulky waste/brush/white goods collection
4. Bulky waste/brush/white goods collection on call by residential and hand commercial customers.

The contractor is welcome to propose services and prices in the alternatives that reasonably match the alternative proposal descriptions and which are calculated by the contractor to be efficient and economical for both the City and the contractor.

E. Payment to the Contractor

City shall be the customers, and shall pay Contractor on a monthly basis; such remittance to be received by Contractor by the 15th of the month following the month service was rendered.

F. Billing

The City is responsible for the billing and collecting of solid waste collection and disposal fees for residential and hand commercial customers.

2. Insurance

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 each occurrence

**SECTION II  
GENERAL SPECIFICATIONS**

1. Definitions

*Bags:* Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds. [All bags must be placed inside the polycart provided.]

*Bin (Commercial/Industrial):* Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

*Brush:* Plants or grass clippings, leaves or tree trimmings.

*Bulky Wastes:* Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, all other household appliances, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

*Bundle:* Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. Total amount of "bundled" material set out for collection each week (per home) shall not exceed five (5) cubic yards.

*City:* The City of Richwood, Texas.

*Commercial and Industrial Refuse:* All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

*Commercial and Industrial Unit:* All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

*Commercial Hand Collect Unit:* A retail or light commercial type of business which generates no more than one (1) cubic yard of refuse per week.

*Commodity:* Material that can be sold in a spot or future market for processing and use or reuse.

*Commodity Buyer:* A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

*Construction Debris:* Waste building materials resulting from construction, remodeling, repair, or demolition operations.

*Contract Documents:* The Request for Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

*Contractor:* Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

*Customer:* An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

*Garbage:* Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

*Hazardous Waste:* Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

*Landfill:* A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.

*Premises:* All public and private establishments, including individual residences, all multi-

family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

*Polycart:* A rubber-wheeled receptacle with an approximate maximum capacity of 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

*Recyclable Materials:* Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.

*Refuse:* Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

*Residential Garbage:* All Garbage and Rubbish generated by a Customer at a Residential Unit.

*Residential Unit:* A dwelling within the corporate limits of the City 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, except that each single family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

*Rubbish:* Nonputrescible 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, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

*Special Waste:* Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical

*Solid Waste:* All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes,

refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

*Stable Matter:* All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

*Unacceptable Waste:* 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 ten pounds (10 lbs) or greater, 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 accumulated:* (a) For residences, each regular collection more-than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

*White Goods:* Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles, scrap metal, copper, and other similar domestic and commercial large appliances.

## 2. Types of Collection

*Residential and Hand Commercial Collection:* At the premises of residential and hand Commercial accounts held by the City and served by the Contractor, collection shall occur a minimum of once weekly.

*Commercial and Industrial Accounts:* Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Contractor will be responsible for the billing and collection of fees for commercial and industrial accounts.

*Brush/Bulky Waste/White Goods Collection:* In addition, the Contractor shall provide a special collection service for brush/bulky wastes/white goods and/or bundles to all residential and hand commercial customers, unless otherwise specified. Contractor agrees to collect

such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, Bundles and White Goods.

*Unusual Accumulations Collections:* The Contractor may charge for the collection of unusual accumulations as provided in the contract.

3. Collection Operation

*Hours of Operation:* collection of solid waste shall be begin no earlier than 7:00 o'clock a.m. and shall generally not extend beyond 6:00 o'clock p.m. No collection shall be made on Sunday.

*Holidays:* The following shall be holidays for the purpose of this Contract:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension or collection service on the holiday but Contractor must meet his obligations as required.

*Disposal:* The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.

*Spillage:* The Contractor shall not be responsible for scattered Refuse unless same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

4. License and Taxes

The Contractor shall obtain all license and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

5. Indemnity

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

6. Reporting Requirements

Contractor shall provide the City with quarterly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected, including trash and recyclables.

SECTION III  
CONTRACTOR'S PROPOSAL FOR  
SOLID WASTE COLLECTION AND DISPOSAL, AND  
RECYCLABLE MATERIALS COLLECTION & PROCESSING

The proposal amount is for a Base Proposal only with Alternates. Please provide the following prices without taxes and without franchise fees in a sealed envelope marked "Solid Waste RFP" to the City of Richwood, 1800 Brazosport Blvd. N., Richwood, TX 77531 by 5:00 p.m., June 24, 2010. Questions may be directed to Glenn Patton, City Manager, 979-265-2082.

BASE PROPOSAL (Residential and Hand Commercial):

- A. **Fully Automated Solid Waste Collection** \$ \_\_\_\_\_  
Once a week collection, One (1) 96 gallon polycart
- B. **Recyclable Materials Collection and Processing** \$ \_\_\_\_\_  
Once a week collection, One (1) 18 gallon container
- C. **Bulky Waste/Brush/White Goods Collection** \$ \_\_\_\_\_  
Once a month collection

**TOTAL RESIDENTIAL RATE FOR BASE PROPOSAL** \$ \_\_\_\_\_

Cost for additional 96 gallon polycart per each

Cost for additional 18 gallon recyclable container \$ \_\_\_\_\_

**Alternate 1 Fully Automated Solid Waste Collection** \$ \_\_\_\_\_  
Twice a week collection One (1) 96 gallon poly cart

**Alternate 2 Recyclable Materials Collection and Processing** \$ \_\_\_\_\_  
Twice a week collection, One (1) 18 gallon container

**Alternate 3 Bulky Waste/Brush/White Goods Collection** \$ \_\_\_\_\_  
Bi-monthly collection

**Alternate 4 Bulky Waste/Brush/White Goods Collection** \$ \_\_\_\_\_  
On call by residential and hand commercial customers

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF RICHWOOD,  
TEXAS FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE  
MATERIALS COLLECTION AND PROCESSING BY:

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
ZIP:

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
E-MAIL

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AUTHORIZED SIGNATURE:

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PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

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DATE