

INVITATION TO BID

CITY OF FORT WORTH
CODE COMPLIANCE
ENVIRONMENTAL MANAGEMENT DIVISION
1000 THROCKMORTON
FORT WORTH, TEXAS 76102



For:

PROJECT: ENV 16-07: EW & L RECYCLING

**PACKAGING, TRANSPORTATION, AND DISPOSAL OF
VARIOUS LAMP, BALLAST, AND ELECTRONIC WASTE**

**MUST BE DELIVERED TO PURCHASING DIVISION BEFORE
1:30 PM, ON THURSDAY, JULY 28, 2016**

Submitted by:

Company Name

President/Vice-President (printed name)

Mailing Address

President/Vice-President (signature)

City State Zip

Date

Telephone

Email

1 INVITATION TO BID

1.1 **PROJECT DESCRIPTION:**

Sealed bids for recycling and disposal, as applicable, for a variety of lights and electronic waste, as described in the Scope of Work (Section 2.3), for the City of Fort Worth will be received from qualified bidders until **1:30 p.m. on July 28, 2016** in the Purchasing Department, 1000 Throckmorton, Fort Worth, TX 76102.

The purpose of this Invitation to Bid (ITB) is to obtain information from capable and experienced firms as to their qualifications and ability to provide the required services to the City of Fort Worth and to obtain firm pricing to meet the needs of the City. Prices on this bid shall be firm for one (1) year from effective date. Refer to Section 2.3 for details on the scope of work. There is no guaranteed minimum work under this contract.

1.2 **GENERAL REQUIREMENTS:**

Compliance With Laws: All Contractors shall be required to comply with:

- Chapter 17, "Human Relations," Article III, "Discrimination," Division 3, "Employment Practices," of the Code of the City of Fort Worth, prohibiting discrimination in employment practices;
- Fort Worth ordinance 20020-12-2011, Business Diversity Enterprise Ordinance; and
- The most recent revisions of applicable federal, state, and local laws, and the regulations established by the U.S. Environmental Protection Agency (EPA), the Texas Department of State Health Services (DSHS), the Occupational Safety and Health Administration (OSHA), the Texas Commission on Environmental Quality (TCEQ), the U.S. Department of Transportation (DOT), the Texas Department of Transportation (TXDOT), the City of Fort Worth and any other entity that may have jurisdiction over work being performed.
- House Bill 1295 (codified in Section 2252.908 of the Texas Government Code) which is a new law that applies to many City contracts.

Pre-Bid Meeting: A **Pre-Bid Meeting** will **NOT** be held for this bid process.

Time Bid to Remain Valid: Bids submitted in accordance with this Invitation to Bid shall remain valid for **90** days after the due date.

1.3 **INTERPRETATION OF ITB DOCUMENTS:**

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

Mr. Jerome Jackson, Senior Environmental Specialist
Code Compliance- Environmental Management Division
1000 Throckmorton Street
Fort Worth, TX, 76102-6311
Fax: 817-392-6359
jerome.jackson@fortworthtexas.gov

The City will issue any interpretation of the ITB as a formal addendum. Each provider that intends to submit a proposal package must e-mail Mr. Jerome Jackson with a notification of intent to submit in order to assure receipt of applicable addenda. The City also will post addenda on its Purchasing website (<http://fortworthtexas.gov/purchasing/>). The City will not be responsible for any other explanations or interpretations.

1.4 CONFLICTS:

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

1.5 HOW TO SUBMIT A BID:

Each Contractor must submit **ONE (1) bound original and one (1) electronic copy (PDF format)** of their bid to the City. Include all pages of this Invitation to Bid on plain 8 ½ x 11 inch paper (do not print on company letterhead or add company logo) and insert all required information/documentation where indicated. All items to complete the submittal must be included within the bid or the entire bid may be considered non-responsive and rejected.

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

Bids must be submitted in a sealed envelope, addressed to the City of Fort Worth Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102. Bids must be received by the Purchasing Division no later than 1:30 p.m. on Thursday, July 28, 2016.

The project number must be clearly marked on the envelope and the statement **“BID DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 pm on Thursday, July 28, 2016”** placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

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

NO FAXED BIDS WILL BE ACCEPTED

1.6 SECURITY:

Bids must be accompanied by a bidder's bond in the amount of 5% of the Total Estimated Bid (Section 2.4). Alternatively, the City will accept a cashier's check, in said amount, with the City named as payee, to be held in escrow until the successful Contractor signs the project Contract. This bond will serve as a guarantee that the successful Contractor will enter into an agreement with the City to perform the project. The City will only accept sureties duly qualified and authorized by the State of Texas as corporate sureties to act as bonding entities. Personal sureties are unacceptable.

1.7 OPENING OF BIDS:

The firm name for each bid submitted will be read aloud at 2:00 P.M. on Thursday, July 28, 2016, in the Fort Worth City Council Chambers. The Bids shall be handled in order to avoid the disclosure of the remainder of their contents to competing offers and so as to keep such contents secret during

negotiations. All Bids will be open for public inspection after project award, as provided by paragraph 1.8 below.

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

1.8 TRADE SECRETS AND CONFIDENTIAL INFORMATION:

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

1.9 BID EVALUATION CRITERIA:

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

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

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

Factor	Points
1. Price	20
2. Work history with City	10
3. Capabilities of contractor	20
4. Qualifications of contractor	20
5. Experience of contractor	20
6. Subcontractor qualifications (if applicable)	10
TOTAL	100

The City may conduct such investigations as deemed necessary to assist in the evaluation of any Bids and to establish the responsibility, qualifications, and financial ability of the Provider, subcontractors,

and other persons who are proposed to work on the project.

1.10 CONTRACT TIME:

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

1.11 NEGOTIATION OF THE CONTRACT:

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

1.12 AWARD OF THE CONTRACT:

The City will send a Notice of Award letter to the successful Contractor with three (3) sets of contract documents. The successful Contractor must execute the Contract in each set and return all three sets to the City. Upon receipt of the three sets, the City will execute each set and issue one set to the successful Contractor with a letter entitled Notice to Proceed. The letter authorizes work to begin and invoices to be paid.

1.13 TAX EXEMPTION:

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

1.14 RESERVATIONS:

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

Remainder of this page intentionally left blank

2 BID DOCUMENTS

2.1 Bid Document Checklist

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

<u>Bid Documents</u>	<u>Initial if Included</u>
2.1 Bid Document Checklist (page 2-1)	_____
2.2 Addenda to the Invitation to Bid (page 2-1)	_____
2.3 Scope of Work (page 2-2)	_____
2.4 Price (page 2-4)	_____
2.5 Contractor Information and Qualifications (page 2-6)	_____
2.6 Subcontractors Information and Qualifications (page 2-6)	_____
2.7 Bonds (page 2-8)	_____
2.8 Business Diversity Enterprise (BDE) Utilization Requirements (page 2-9)	NA
2.9 Statement of Residency (page 2-9)	_____
2.10 Nondiscrimination (page 2-9)	_____
2.11 Insurance Certificates (page 2-11)	_____
2.12 Contractor’s Responsibilities (page 2-14)	_____

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

2.2 Addenda to the Invitation to Bid

The undersigned acknowledges receipt of Addenda No. ___ thru ___ issued for this Invitation to Bid, and has included all addenda in the proposal.

[Insert N/A in blanks if no addenda were issued.]

CONTRACTOR:

Signature	Company
Name	Date
Title	

INCLUDE ALL ADDENDA FOLLOWING THIS PAGE BOUND WITHIN THE BID SUBMITTAL

2.3 Scope of Work

Bids are being accepted by the City of Fort Worth for the furnishing of all labor, materials, and equipment necessary to provide storage and shipping containers, provide on-site packaging and pickup, provide transportation, handle recycling and disposal, as applicable for a variety of lights including, but not limited to, high pressure sodium high intensity discharge (HID) lamps, incandescent bulbs, fluorescent lamps and tubes, vapor lamps, and metal halide HID lamps. Additionally, the same services shall be provided for light ballasts that both contain PCBs and do not contain PCBs. The Provider will be required to collect and package (containerize) contracted materials from numerous city facilities – no central pickup location is planned. All services shall be performed in accordance with the latest federal, state, and local environmental regulations. Provider will be required to be on-site for a waste shipment within **5 business days** under this Contract. There is no minimum guaranteed amount of work under this contract.

Note: Bids from brokers will not be accepted. All subcontractors are subject to acceptance by the City. The City reserves the right to perform on-site audits of all facilities prior to acceptance as a qualified subcontractor.

Incineration of all capacitors (after removal from ballasts) and any (resultant) PCB particles is the required method of disposal under this contract. After removal of capacitors, all ballasts must be recycled unless they are leaking and/or otherwise a PCB article. Provider will be required to provide the City with the PCB log documentation to maintain compliance with Toxic Substances Control Act (TSCA) at a minimum.

Contractor shall provide collection, packaging (containerizing), transportation, and recycling or disposal services for each of the wastes listed below:

- Fluorescent lamps (4' & 8")
- U-shaped/circular fluorescent lamps
- Compact fluorescent bulbs
- UV fluorescent lamps
- Halogen lamps
- Automotive headlights
- Incandescent bulbs
- Flood lights
- Mercury vapor lamps
- Sodium vapor lamps
- Xenon bulbs
- Metal arc metal halide bulbs
- Crushed bulbs (*caused by City of Fort Worth personnel only*)
- Fluorescent light ballasts with PCBs
- Leaking fluorescent light ballasts with PCBs
- Fluorescent light ballasts without PCBs
- Liquid mercury for recycling
- Mercury-containing equipment/devices
- Transformers, capacitors, and discarded electronic equipment
- Batteries, including Nickel Cadmium, Nickel Metal Hydride, Lithium-ion, Lithium-Primary, Lead Acid, and alkaline

- Un-deployed automotive airbags
- Printer Inkjet and toner cartridges

The work required under this contract includes but is not limited to the following tasks:

Routine Tasks

- Provide paperwork and documentation (especially all applicable DOT shipping paper requirements) needed to complete waste shipments;
- Provide on-site pickup of waste within five (5) business days of the request from the City. If request is made after NOON then the 5-day clock starts the following business day;
- Collect, package (containerizing), and label hazardous, non-hazardous, and universal waste;
- Provide transportation services for wastes to disposal or recycling facilities, no central pickup location is planned;
- Dispose, recycle and/or reuse of requested materials;
- Provide invoices per shipment site that clearly identify shipment address, shipment date, manifest(s) number, type of waste, quantity of each type of waste, etc.;
- Provide City fully executed Waste Manifests (or applicable DOT shipping documents) within 35 days of pickup date;
- Provide Certificates of Destruction/Recycling (CD/CR) to the City within 60 days of pickup date except for Special Waste that will be within 120 days of pickup date; and
- Provide Quarterly "Waste" Shipment/Handling/Disposal Summaries within 15 calendar days of the close of the calendar quarter (i.e., due on April 15, July 15, October 15, and January 15).

Staffing Requirements

- Provide a minimum of one (1) field technician for shipments containing less than 20 containers and a minimum of two (2) field technicians for shipments greater than 20 containers; and
- Provide single point of contact for shipment requests/scheduling.

The City will perform the following tasks under this contract:

- Provide safety data sheets (SDSs) and process information on wastes for disposal, recycling, and/or reuse;
- Provide timely notice to Contractor in writing of requests, detailing the location(s), type of work, and other pertinent information;
- Aid in the selection of disposal, recycling, and/or reuse methods;
- Provide required regulatory information for manifest and shipping paper information; and
- Provide representative to accompany Contractor at project sites.

2.4 Price

The bid estimate table on the following page identifies various types of materials. Contractor shall provide a price for each type of material included on the table. **Price shall be a “turn-key” price and include packaging, loading, labeling, transportation, and disposal costs.**

For items not included in the bid estimate table, the Contractor shall attach their Standard Price List at the end of this section along with any applicable discount rate (percentage off standard) that applies to the City of Fort Worth contract.

The Remainder of this page is intentionally left blank

BID ESTIMATE TABLE

Waste Stream	Units	Estimated Quantity ¹	Unit Price	Extended Price
Fluorescent lamps (4')	each	14,000		
Fluorescent lamps (8')	each	8,600		
U-shaped/circular fluorescent lamps	each	900		
Compact fluorescent bulbs w/ ballast	each	1,100		
Compact fluorescent bulbs	each	7,100		
UV fluorescent lamps	each	75		
HID lamps	each	4,300		
Incandescent bulbs	each	700		
Halogen Lamps	each	6,800		
Projector bulbs	each	1,400		
Crushed Bulbs (caused by CFW personnel) ²	pound	1		
Fluorescent light ballasts with PCBs	pound	100		
Leaking fluorescent light ballasts with PCBs	pound	1		
Fluorescent light ballasts without PCBs ³	pound	1,400		
Transformers	pound	200		
Capacitors	pound	10		
Nickel Cadmium (NiCd) Batteries	pound	1,600		
Nickel metal hydride (NiMH) Batteries	pound	800		
Lithium-ion Batteries	pound	200		
Lithium-Primary Batteries	pound	400		
Alkaline Batteries	pound	1,000		
Lead acid (Pb) Batteries	pound	400		
Discarded electronic equipment	pound	2,600		
Discarded electronic equipment	cubic yard box	50		
Mercury containing equipment/device	pound	10		
Mercury liquid (elemental)	pound	10		
Un-deployed Auto Airbags	each	10		
Printer inkjet and toner cartridges	pounds	100		
TOTAL BID ESTIMATE:				\$

1-Quantities are estimated based on previous work. There is no minimum work guaranteed under this contract.

2-The City of Fort Worth is not responsible for covering costs due to Contractor's mishandling of lamps or boxes causing breakage or other damage. Contractor must cover costs for any damage due to mishandling of lamps during work performed under this contract.

3-Recycling requirement: though not all ballasts contain PCBs, incineration of all capacitors (after removal from ballasts) and resultant PCB articles is required under this contract.

CONTRACTOR:

Signature

Company

Name

Date

Title

2.5 **Contractor Information and Qualifications**

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

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

2.5.1 **Contractor Information**

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

2.5.2 **Contractor Qualifications**

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

2.5.3 **Web-based Customer Service**

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

2.5.4 **Company Licenses and Certifications**

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

- current **Texas Sales/Use Tax Certificate**
- current **Certificate of Good Standing** (Texas Secretary of States' office)

2.5.5 **Documentation Examples**

Include examples of the following document types:

- Completed manifest or shipping documents
- Certificate of destruction or recycling
- Invoice

2.5.6 **References**

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

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

**INCLUDE ALL INFORMATION/DOCUMENTATION REQUIRED IN SECTION 2.5
FOLLOWING THIS PAGE BOUND WITHIN THE BID SUBMITTAL**

2.6 **Subcontractors Information and Qualifications**

Complete the following table listing each subcontractor and their proposed task associated with this contract.

Subcontractor's Name	Proposed Task

If subcontractors are to be utilized, the following information should be submitted for **EACH** subcontractor.

2.6.1 Subcontractor Information

Provide subcontractor's company name, address, email address, telephone number(s), and fax number(s) for the local office as well as the headquarters.

2.6.2 Subcontractor Qualifications

Provide a brief description of the subcontractor's qualifications to perform the proposed tasks.

**INCLUDE ALL INFORMATION/DOCUMENTATION REQUIRED IN SECTION 2.6
FOLLOWING THIS PAGE BOUND WITHIN THE BID SUBMITTAL**

2.7 Bonds

2.7.1 Bidder's Bond

Bids must be accompanied by a bidder's bond in the amount of 5% of the total bid estimate. Alternatively, the City will accept a cashier's check, in said amount, with the City named as payee, to be held in escrow until the successful Contractor signs the project contract. This bond will serve as a guarantee that the successful Contractor will enter into an agreement with the City to perform the project. The bond is subject to forfeiture in the event the successful Contractor fails to execute the contract documents within 10 calendar days after the contract has been awarded.

2.7.2 Payment and Performance Bonds

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

2.7.3 Requirements for Sureties

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

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

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

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

2.8 Business Diversity Enterprise (BDE) Utilization Requirements

BDE participation is not required for this contract.

2.9 Statement of Residency

The following information is required by the **City of Fort Worth** in order to comply with provisions of state law, TEXAS GOVERNMENT CODE § 2252.001, State or Political Subdivision Contracts for Construction, Supplies, Services; Bids by Nonresident.

Every bidder shall affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information shall result in your bid being declared non-responsive. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **City of Fort Worth**. For this reason, each Bidder shall complete and return, with its bid, the Statement of Residency Form. Failure to provide all required information shall result in the bid being considered non-responsive.

TEXAS GOVERNMENT CODE § 2252.001 defines a **Texas "Resident Bidder"** as a bidder whose principal place of business* is in the state of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas. TEXAS GOVERNMENT CODE § 2252.001 defines a **"Nonresident Bidder"** as a bidder whose parent company or majority owner does not have its principal place of business* in the state of Texas.

Bidder's complete company name: _____

State your business address in the adjacent space provided if you are a **Texas Resident Bidder**: _____

State your business address in the adjacent space provided if you are a Nonresident Bidder: _____

*The **State Purchasing and General Services Commission** defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity

- has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and
- has at least one employee who works in the Texas office.

Statement of Residency Form (Section 2.9) prepared by:

Printed Name Title

Signature Date

2.10 Nondiscrimination

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

CONTRACTOR:

Signature

Company

Name

Date

Title

2.11 Insurance Certificates

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

a) Insurance coverage and limits:

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

1. Commercial General Liability

- \$1,000,000 Each occurrence
- \$2,000,000 Aggregate

Coverage shall include but not be limited to the following: premises/operations, independent contractors, products/ completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy.

2. Automobile Liability

- \$1,000,000 each accident on a combined single limit basis

Split limits are acceptable if limits are at least:

- \$250,000 Bodily Injury per person
- \$500,000 Bodily Injury per accident
- \$100,000 Property Damage

A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project. The named insured and employees of contractor shall be covered under this policy. Liability for damage occurring while loading, unloading and transporting materials collected under the contract shall be included under this policy.

3. Worker's Compensation

Statutory limits

Employer's liability

- \$100,000 Each accident/occurrence
- \$100,000 Disease - each employee
- \$500,000 Disease - policy limit

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.), and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

4. Environmental Impairment Liability and/or Pollution Liability

- \$4,000,000 Per occurrence.

EIL coverage(s) must be included in policies listed in item 1 above; or, such insurance shall be provided under a separate policy or policies. Liability for damage occurring while loading, unloading and transporting materials collected under the contract shall be included under the Automobile Liability insurance or other policy(s).

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

1. The certificate of insurance shall document the City of Fort Worth, its Officers, Employees and Volunteers as an "Additional Insured" on all liability policies. Exception... the additional insured requirement **does not** apply to Workers' Compensation policies
2. The certificate of insurance shall provide thirty days (30) notice of cancellation or non-renewal.

Example: "This insurance shall not be canceled, limited in scope or coverage, canceled or non-renewed, until after thirty (30) days prior written notice has been given to the City of Fort Worth."

3. The certificate shall be signed by an agent authorized to bond coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide.
4. All policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City of Fort Worth.
5. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
6. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.
7. Unless otherwise stated, all required insurance shall be written on the "occurrence basis." If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the contractual agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the service provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance

submitted to the City shall evidence such insurance coverage.

8. Policies shall have no exclusions by endorsements, which nullify the required lines of coverage, nor decrease the limits of said coverages unless such endorsements are approved in writing by the City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the contractor/engineer to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.
9. Any self-insured retention (SIR), in excess of \$25,000.00, affecting required insurance coverage shall be acceptable to and approved by the Risk Management Division of the City of Fort Worth in regards to asset value and stockholders' equity. In lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups, must also be approved by Risk Management.
10. Any deductible in excess of \$5,000.00, for any policy that does not provide coverage on a first-dollar basis, must be acceptable to and approved by the City's Risk Management Division
11. The City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City of Fort Worth. The City shall be required to provide prior notice of ninety (90) days.
12. The City shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of this contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either of party or the underwriter on any such policies.
13. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.
14. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of provider's overhead.

Subcontractors to the provider shall be required by the provider to maintain the same or reasonably equivalent insurance coverage as required for the provider. When subcontractors maintain insurance coverage, provider shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancelation or termination shall not constitute a breach by

provider of the contract.

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

2.12 Contractor's Responsibilities

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

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

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

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

CONTRACTOR:

Signature

Company

Name

Date

Title