

**Notice for
REQUEST FOR PROPOSALS**

**REGIONAL ELECTRONIC WASTE
COLLECTION, TRANSPORTATION AND DISPOSAL**

CONTROL NUMBER: HGAC-CE10-01

**DEADLINE FOR SUBMITTING PROPOSAL
February 25, 2010, at 2:00 PM CST**

**CONTRACT PERIOD
April 1, 2010 to April 1, 2012**

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INTRODUCTION

The Houston-Galveston Area Council (H-GAC) is the region-wide association of 132 local governments and local elected officials in the 13-county Gulf Coast Planning Region of Texas. H-GAC's mission is to serve as the instrument of local government cooperation promoting the region's development and the safety and welfare of its citizens. The service area of H-GAC covers 12,500 square miles along the upper Gulf Coast of Texas and contains almost 5.4 million people including the fourth largest city of the United States.

While electronic waste (E-Waste) constitutes a relatively small percentage of the residential waste stream, the potential damage to our region from improper disposal is significant. Many local governments in the H-GAC region have recognized the need for safe disposal of E-Waste in their area, and require the services of a qualified contractor to assist them in their E-Waste efforts. The purpose of this request for proposals is to identify the contractor best suited to assist local governments in the H-GAC region with the collection, transportation and disposal of E-Waste. The selected contractor will work with local governments directly, as authorized by interlocal agreements between H-GAC and member local governments. H-GAC is seeking to enter into a two-year contract with the option to extend in one-year intervals up to a total of five years beginning April 1, 2010.

SECTION 1. RFP CALENDAR AND PROPSAL SUBMITTAL

Submittal Deadline

February 25, 2010 at 2:00 P.M. CST

Submittal Procedure

Six (6) copies of the proposal, including one (1) clearly marked original signed in blue ink, are to be submitted in a sealed envelope or box clearly marked with the assigned Control Number located on the first page of the Request for Proposal (RFP) document to:

Hand Deliver to:

OR

Mail to:

Gena McKinley
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027

Gena McKinley
Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227-2777

Those responding to this solicitation may elect to either mail or personally deliver their proposals to H-GAC offices. Failure to submit the required number of copies as stated above may result in disqualification from the proposal process. H-GAC will not accept any proposals delivered electronically or by facsimile.

The Submittal Form (Attachment A) shall also be included. The deadline for the submittal of proposals is no later than 2:00 PM CST on February 25, 2010. H-GAC shall date-time all proposals upon receipt. Proposals received after this date and time will not be accepted and returned to the Proposer unopened. Respondents may submit their proposal to the H-GAC office any time prior to the deadline.

Submission of a proposal will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP. Proposers, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this Request for Proposal at the time a proposal is submitted to H-GAC.

Calendar of Events for RFP Award Process

- | | |
|---|-------------------|
| • RFP issued | January 25, 2010 |
| • Deadline for all questions | February 1, 2010 |
| • Responses to questions delivered | February 3, 2010 |
| • Proposals due – 2:00 P.M. | February 25, 2010 |
| • Begin negotiations with top-ranked Proposer | March 2010 |
| • Service begins | April 1, 2010 |

Terms of Agreement

1. The term of the initial contract will be for a period of two (2) years from April 1, 2010 to April 1, 2012.
2. H-GAC reserves the right, and the Contractor agrees; that the contract may be extended for up to three (3) additional twelve (12) month periods. Should H-GAC wish to exercise this right, it shall so notify the Contractor.
3. Notice of intent to renew will be given to the Contractor in writing by the Project Administrator, 60 days before the expiration date of the current contract. This notice shall not be deemed to commit H-GAC to a contract renewal.
4. In the event a contract is fully executed, the Contractor acknowledges and agrees that any service it provides to H-GAC and local government (“End Users”) after the termination date of the Contract, will be deemed to be gratuitously provided, and H-GAC and End Users shall have no obligation to pay for such services unless H-GAC approves an agreement to do so in its sole discretion.

Interpreting Specifications

The specifications and product references contained herein are intended to be descriptive rather than restrictive. H-GAC is soliciting proposals to provide a complete service package which meets its overall requirements. Specific service and collection references may be included in this RFP for guidance, but they are not intended to preclude Proposers from recommending alternative solutions offering comparable or better performance or value to H-GAC.

Changes in the specifications, terms and conditions of this RFP may be made in writing by H-GAC prior to the proposal due date. Results of informal meetings or discussions between a potential Proposer and H-GAC official or employee may not be used a basis for deviations from the requirements contained in this RFP.

Additional Information and Specifications Changes

Requests for additional information and questions should be addressed to Gena McKinley, Environmental Planner, Community and Environmental Planning Department, Houston-Galveston Area Council, telephone: 713.993.4529, fax: 713.993.4503, or e-mail: gena.mckinley@h-gac.com no later than February 1, 2010, at 5:00 P.M. CST. H-GAC will provide written responses to all questions received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and posted on the H-GAC website. Proposer shall be notified in writing of any changes in the specifications contained in this Request for Proposal, and any changes will also be posted on the H-GAC website.

Non-Responders to RFP

If unable to submit a proposal, please contact H-GAC in writing advising reason for not submitting proposal. Reasons for non-response to the RFP may be submitted to Gena McKinley at gena.mckinley@h-gac.com.

SECTION 2. PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposers are encouraged to include additional relevant information. At Proposer's option, pre-printed brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity and completeness are important and essential. Proposals must include label tabs which identify the sections of the Proposal.

Title Page

The title page should include the RFP subject and RFP number, the name and address of the Proposer, and the date of the proposal.

Letter of Transmittal

The letter of transmittal should be limited to one (1) page and should include:

- A brief statement of the Proposer's understanding of the work to be done.
- Confirm the Proposer's ability to provide region wide collection of electronics, components and process residuals generated by End Users.
- The names, titles, addresses and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
- A statement that the person signing the transmittal letter is authorized to legally bind the Proposer; that the proposal and pricing contained therein shall remain firm for a period of 180 days from the date of receipt of best and final offers, and that the proposal will comply with the requirements of this RFP.
- A statement that the per unit proposed price and/or lump sum is the total fixed price for

the equipment and services enumerated.

- A statement indicating which Contractor, if multiple Contractors are proposing jointly, intends to act a prime point of contact for proposal evaluation questions and the delivery and maintenance of the Contractor's proposed offerings.

Table of Contents

The contents should be identified by section, description, and page number.

Certificate of Registration

The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

Recommendations/Exceptions

If your organization takes exception to the services requested in the RFP, please state specifically within your proposal your objection. Deviations shall be acceptable to H-GAC only to the extent that the deviations are determined as having offered a feature or component which meets or exceeds the specifications.

Capabilities and Related Experience

Please provide a description of your organization's related experience and capabilities, including experience with similar multi-use, variable volume, and geographically vast contracts. Each Proposer must also provide five (5) letters from past municipal E-Waste customers as references. Each reference must include municipality name, contact name, email address, phone number and description of project.

Please also submit a list of ALL E-Waste clients served in 2007, 2008, and 2009. This list should include the names and contact information including phone numbers and email addresses of clients. Out-of-State clients may be included at the Proposer's discretion. Please do not include information from clients for whom you provided industrial types of services.

Proposers may include any memberships or standards (for example, the Basel Action Network) to which your organization adheres.

Qualifications of Key Personnel

Proposers must provide a listing of key personnel who would be assigned to the project, including their training and certifications and years of experience. Proposers should also indicate which personnel will be primary contacts, which will be dedicated staff, and what role each staff member will play in execution of the Contracted services. All Subcontractors must be listed as well.

Technical Proposal

- A. On-Site Equipment List – Proposers shall submit a list of on-site equipment that will be available at the collection facility or collection events. The list should include all fire

prevention, safety, personal protective equipment, and other equipment that the Proposer determines suitable or necessary for the project.

- B. Spill and Fire Prevention Plan – Proposers shall submit spill prevention and fire prevention plans tailored to on-site activities at the collection facility or collection events.
- C. Contingency Plan – Proposers shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site.
- D. Transportation and Disposal Facility Lists – Proposers shall submit a complete listing of treatment, storage, disposal or recycling facilities which may be utilized throughout the course of this contract. List should include facility name, location, listing of current permit/registrations held, and EPA ID numbers. Describe the method to determine facility compliance with applicable laws and requirements. Proposers are not required to own a final disposal facility (for purposes of this RFP, H-GAC considers final disposal facility to be either a hazardous waste landfill or incinerator) in order to be eligible for award. Proposers must explain normal routings (including the use of storage facilities) when the waste leaves the collection site to the site of disposition.
- E. Description of Proposer’s Safety Record – Proposers shall submit a listing of all warning notifications, violations and/or citations received from pertinent federal, and/or state agencies in the past three (3) years by the Proposer, Transporter, Storage Facility and/or Disposal Facility.
- F. Third-Party Certification – Proposer shall submit a listing of all third-party certifications such as ISO 14000 Series, ISRI RIOS or IAER.

Financial Assurance

Proposers must provide a current Dun & Bradstreet (D&B) Business Information Report, which includes the Proposer’s current D&B Rating and D&B Paydex Score.

Conflict of Interest Questionnaire

Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer’s close family member. The required questionnaire is located at the Texas Ethics Commission website <http://www.ethics.state.tx.us/> and is included as Attachment D with this RFP. H-GAC officers include its Board of Directors and Executive Director, who are listed on <http://www.h-gac.com>.

The CIQ must be completed and filed with a bid/proposal response if an employment or business relationship defined in the law exists.

Description of Work and Proposed Costs

Scope of Services

The Contractor is requested to submit a proposal for the collection, transportation and disposal of E-Waste, including but not limited to televisions, computer monitors or cathode ray tubes (CRT), central processing units (CPU), laptop computers, peripherals (mouse, keyboards, printers, speakers, scanners, etc.), cellular phones, facsimile machines, video game systems, and other durable consumer electronics.

The intent of this RFP is to procure the collection, transportation and disposal of E-Waste within the thirteen (13) county region as shown on map entitled "Attachment B". Proposals for any area less than the region described on Attachment B will not be acceptable. No minimum quantities of wastes are guaranteed by H-GAC. No minimum level of End User participation is guaranteed by H-GAC.

It is H-GAC's intention to minimize the disposal of E-Waste in landfills and incinerators. Processing to recycle as much as possible and ensuring proper disposal of the remainder is strongly encouraged. Proposals to consolidate and sell E-Waste to third parties without processing will not be considered.

Two service scenarios are detailed in the Cost Proposal described in Section Three below. The first involves provision of E-Waste collection, transportation and disposal services for one-day and mobile collection events (collectively called "one-day events"). The second involves the provision of E-Waste collection, transportation and disposal services for permanent facilities. Both scenarios must be addressed by responses to this RFP.

SECTION 3. DESCRIPTION OF WORK

Proposers are advised that H-GAC will serve as the designated purchasing agent for specific End User units of government. The successful Proposer under contract with H-GAC shall be responsible for the collection, transportation, and disposal of E-Waste from the End User(s), according to the requirements of these specifications, the contract with H-GAC, and the purchase order issued from the End User(s) or service contract with End User(s), as well as all applicable federal, state, and local laws. The successful Proposer will not collect waste directly from H-GAC.

Duties of the Contractor

The chosen Proposer will serve as the Primary Contractor. The Primary Contractor will be responsible for subcontracting selected services related to the recycling, reuse, collection, transportation or disposal of the collected E-Waste. There will be no subcontracting allowed in this project without prior approval from End User and from H-GAC.

Documentation

1. Contractor shall provide copies of all manifests to the End User and to H-GAC within thirty (30) days of a 1-day collection event or immediately upon shipment from a permanent collection facility.

2. Contractor shall provide Certificates of Disposal/Destruction that indicate the date, location, and method of treatment and disposal within six (6) months of arrival of the waste at the permitted facility to the End User.
3. Contractor shall submit documentation to H-GAC on all events and permanent facility pickups within sixty (60) days of event or pickup which includes the following information:
 - a. Date and location of collection
 - b. Pounds of material collected
 - c. Households participating (for one-day events)
 - d. Total cost of collection, transportation and disposal
 - e. Handling method by pounds and percentage of waste collected

Failure to complete items 1-3 above is a direct violation of the contract. This violation may result in non-renewal of the contract.

Invoicing

Contractor will submit requests for payment directly to participating End Users. End Users will forward payments to Contractor within thirty (30) calendar days subject to having received accurate invoices accompanied by detailed supplements and other backup documents.

End User Responsibilities

End User responsibilities will vary with each End User depending on End User needs and resources. The End User, at a minimum, will be responsible for the following:

1. Coordination of collection activities with Contractor
2. Suitable site location for collection activities
3. Promotion of collection activities
4. Educational materials
5. Submittal of post-collection data reports to TCEQ
6. Recruitment and coordination of volunteers
7. Coordination with local police, fire, EMS and other appropriate agencies
8. Provision of emergency contact information

Cost Proposal

For this Request for Proposal, two (2) scenarios are to be bid. The first scenario is for one-day collection events and the second scenario is for a permanent collection facility. The resources of the End User may vary greatly. Under the Scenario 1, the Proposer is asked to bid on the basic mobilization charge and enhancements, ranging from the rental of tents, chairs and tables to temporary, portable restroom facilities. Proposers are required to complete the attached cost proposals (Attachment C) for the two scenarios as outlined below.

SCENARIO 1 – ONE-DAY COLLECTION EVENTS

1. Planning and Assistance

The Contractor shall, at the request of the End User, provide staff experienced or trained to the satisfaction of the End User to attend meetings with the End User to review proposed

collection site procedures, or otherwise assist End User staff in planning the collection project. Assistance may include coordination of a contingency plan.

2. Mobilization, Demobilization, and On-site Equipment

The cost should include the following:

- The movement of the disposal team plus supplies and equipment to package wastes to the collection site
- Set-up and decommission of the collection site
- Personal protective equipment
- Administrative costs
- Safety equipment
- Procedures for handling non-acceptable wastes
- The removal of all materials and E-Waste off-site the same day as the collection event
- The return of the site to its original condition

3. On-site Labor

Proposers should provide the cost of on-site labor on a per hour basis for required personnel. The Proposer and the End User will determine specific personnel needs prior to the collection day(s).

Since End User needs will vary, Proposers should provide the cost of on-site labor for the following:

- Technicians, appropriately trained for collection sorting, packaging and transport of collected materials
- Personnel capable of traffic control, surveying and educational material distribution
- Laborers for site set-up, tear-down and other unskilled tasks
- Site security

4. Disposal

Proposers should provide a price based on the cost of recycling the E-Waste or the disposal of the E-Waste at an EPA-approved disposal site. Price should be quoted as per item. If price is stated as per pound, then an average weight of each item shall also be included.

5. Transportation

Proposers should supply per pallet/container transportation rate for waste materials.

6. Supplies

Supplies may vary with each End User. End Users may provide their own supplies depending on their resources. Proposers should provide prices for the following:

- cubic yard boxes
- tents for shelter and/or storage space
- forklifts
- pallets
- pallet jacks
- containers for the disposal of non-hazardous waste
- containers for collection of non-hazardous materials which can be recycled

- appropriate signage
- tables and chairs for shelter area(s)
- traffic control devices and safety cones
- first aid supplies
- temporary, portable restroom facilities

SCENARIO 2 – PERMANENT FACILITY

1. **Mobilization, Demobilization, and On-site Equipment**

The cost should include the following:

- The movement of the packaging and loading personnel and equipment to periodically package, load and transport wastes from the permanent collection facility
- Personal protective equipment
- Administrative costs
- Safety equipment

2. **Labor**

Proposers should provide the cost of labor on a per hour basis for technicians and any other needed personnel. The Proposer and the End User will determine specific personnel needs prior to the collection of waste at permanent facility.

3. **Disposal**

Proposers should provide a price based on the cost of recycling the E-Waste or the disposal of the E-Waste at an EPA-approved disposal site. Price should be quoted as per item. If price is stated as per pound, then an average weight of each item shall also be included.

4. **Transportation**

Proposers should supply per pallet/container transportation rate for waste materials.

5. **Supplies**

Proposers should provide prices for containers.

SECTION 4. TERMS AND CONDITIONS

Generator Status and Indemnification

In order to protect H-GAC and End Users from liabilities associated with on-site activities, transportation and inherent CERCLA liabilities involving disposal, the Proposer must supply its own labor, transportation, and dispose of the waste at only EPA-permitted disposal facility. THE CONTRACTOR MUST AGREE TO ASSUME GENERATOR STATUS AND BE RESPONSIBLE FOR PREPARING AND SIGNING ALL MANIFESTS RELATED TO THE END USER'S E-WASTE COLLECTION EVENTS AND/OR PERMANENT FACILITY.

Contractor agrees to and shall defend, indemnify, and hold H-GAC, End Users, their employees, officers, and legal representatives (collectively, "H-GAC/End Users") harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees,

court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this agreement including, without limitation, those caused by:

1. Contractor's and/or its agents', employees', officers', directors', contractor's or subcontractors' actual or alleged negligence or intentional acts or omissions;
2. H-GAC/End Users' and contractor's actual or alleged concurrent negligence, whether contractor is immune from liability or not; and
3. H-GAC/End Users' and Contractor's actual or alleged strict products liability or strict statutory liability, whether contractor is immune from liability or not.

Contractor shall defend, indemnify, and hold H-GAC /End Users harmless during the term of this agreement and for four years after this agreement terminates. Contractor shall not indemnify H-GAC/End Users for the H-GAC/End Users' sole negligence.

Release

The Contractor, its predecessors, successors, and assigns hereby release, relinquish, and discharge the H-GAC/End Users, its agents, employees, officers and legal representatives from any liability arising out of the H-GAC/End Users' sole and/or concurrent negligence and/or the H-GAC/End Users' strict products liability or strict statutory liability for any injury, including death or damage to persons or property, where such damage is sustained in connection with or arising out of performance under this Contract.

Insurance Requirements

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing H-GAC as an Additional Insured, in duplicate form, prior to the beginning of the Agreement. Each policy, except those for Worker's Compensation and Employer's Liability, must name H-GAC as Additional Insured parties on the original policy and all renewals or replacements. Each policy, except for Worker's Compensation and Employer's Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. Contractor's failure to maintain the required insurance coverage at any time during the Contract period may be grounds for H-GAC to suspend the Contract and for End Users to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of the Best's Key Rating Guide, Property-Casualty United States.

Standard insurance policies and minimum amounts required are as follows:

1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage
 - a. Each occurrence not less than \$1,000,000
 - b. General aggregate not less than \$2,000,000
 - c. The coverage shall include but not be limited to personal injury liability,

premises/operations, and products/completed operations.

2. Worker's Compensation and Employer's Liability Insurance
 - a. Employers' Liability insurance of \$1,000,000 per occurrence
 - b. Worker's Compensation as required by statute
3. Automobile Liability (for vehicles Contractor uses in performing under the Agreement, including Employer's Owned, Non-Ownership and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement
 - a. Combined Single Limit of \$1,000,000 per occurrence
4. Excess Liability
 - a. \$3,000,000 per occurrence and \$3,000,000 aggregate
5. Other Insurance
 - a. If requested by H-GAC, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under the Agreement

The Contractor is responsible for making sure that the processor of material, whether that be the Contractor or an approved subcontractor carries the following insurance:

1. Environmental Impairment Liability and/or Pollution Liability
 - a. \$3,000,000 per occurrence or claim and \$3,000,000 aggregate

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.

All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against H-GAC, and that it shall give thirty (30) days written notice to H-GAC before they may be cancelled or materially changed. Within such thirty (30) day period, Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or nonrenewed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above-required insurance coverage shall authorize H-GAC, at its option, to terminate the Agreement at once. Contractor shall give written notice to H-GAC within five (5) days of the date on which total claims by any party against Contractor reduce the aggregated amount of coverage below the amounts required by the Agreement.

Contractor shall pay all insurance premiums, and H-GAC shall not be obligated to pay any premiums. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against H-GAC.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractor to cover their operations, and evidence such as insurance, satisfactory to H-GAC

shall be furnished by the Contractor. In the event a subcontractor is unable to furnish insurance in the limits required under the Agreement, the Contractor shall endorse the subcontractor as an Additional Insured on his policies excluding Worker's Compensation and Employer's Liability.

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

Proper Use of Materials

The Proposer shall use the information contained in this RFP only in the preparation of its proposal and other requested documentation. Any other use, dissemination, publication or re-use of this information is expressly prohibited.

Trade Secret Information

In the event a Proposer submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

Post-Proposal Discussions with Proposers

It is H-GAC's intent to commence final negotiation with the proposers who have submitted the proposals deemed most advantageous to H-GAC. H-GAC reserves the right, however, to conduct post-proposal discussions with any proposers who have a realistic possibility of contract award, including requests for additional information and requests for "Best and Final" offers.

Recycling and Waste Management Hierarchy

H-GAC recognizes concerns for the depletion of natural resources and the ecological effect of wastes in the environment, and encourages the use of recycled, recyclable and reusable products and materials. H-GAC also adheres to the Environmental Protection Agency's waste hierarchy of preferred methods for waste reduction. Waste reduction is the most preferred method, followed by recycling, and lastly disposal in combustion facilities and landfills. Proposers are encouraged to demonstrate their support of the recycling and waste management hierarchy goals of H-GAC and to arrange for the ultimate disposition of the wastes accordingly.

Non-Discrimination and Equal Opportunity

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended,

relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses

It is the policy of H-GAC to assist Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses in learning how to do business with H-GAC. Further it is H-GAC's policy that these sources shall have the maximum feasible opportunity to compete. Successful contractor agrees it will comply with this policy if accepted.

Compliance with Americans with Disabilities Act (ADA)

Proposers shall be in compliance with all relevant requirements of the Americans with Disabilities Act (ADA) as applicable to their operations. By submission of a proposal, Proposer acknowledges its intention to conform to the requirements of the Act. Failure to comply with ADA may cause H-GAC to suspend a contract with any successful Proposer.

Publicity

Any publicity released by the Proposer giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of H-GAC.

Venue

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with the contract awarded under these specifications, shall lie exclusively in Harris County, Texas.

Terms, Conditions and Exceptions

1. This RFP does not commit H-GAC to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
2. The proposals will become part of H-GAC's official files without any obligation on H-GAC's part. All responses shall be held confidential from all parties other than H-GAC until after the contract is awarded. Afterward, the proposals shall be available to the public.
3. H-GAC shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than H-GAC, at any time during the proposal evaluation process.
4. The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of proposal evaluation committee) for the purposes of influencing consideration of a proposal.
5. Proposer(s) shall not collude in any manner, or engage in any practice, with any other Proposer(s) which may restrict or eliminate competition or otherwise restrain trade. This

is not intended to preclude subcontracts and joint ventures for the proposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.

6. All proposals submitted must be the original work product of the Proposers. The copying or paraphrasing of the work product of another Proposer is not permitted.
7. This RFP and the related responses of the selected Proposer will by reference become part of any formal agreement with the selected Proposer and H-GAC.
8. H-GAC and the selected Proposer may negotiate a contract for submission to the H-GAC Board of Directors for consideration and approval. In the event an agreement cannot be reached with the selected Proposer, H-GAC reserves the right to select an alternative Proposer. H-GAC reserves the right to negotiate with the Contractor the exact terms and conditions of the Contract.
9. Proposer must use appropriate data security measures, including but not limited to: tested and reliable software for data erasure, quality assurance processes to check effectiveness of data erasure on units to be reused, provide documentation of data erasure as requested by End Users, and ensure complete destruction of End-of-Life hard drives to prevent retrieval of information.
10. Proposer must comply with all applicable laws and regulations, including country-specific import/export regulations and maintain documentation for exports from the United States of electronic systems and components. Proposer must not export from the United States any non-working cathode-ray tubes or other hazardous equipment, components, or materials for recycling to any countries other than: members of the Organization for Economic Cooperation and Development, members of the European Community, or countries that have entered into an agreement with the United States that allows for such exports.
11. Contractor personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the H-GAC Project Administrator.
12. Proposers are advised that all H-GAC contracts are subject to legal requirements provided for in any applicable State, Local and Federal statute.
13. The Contractor acknowledges that any contract entered into as a result of this RFP may be terminated under the following conditions:

A. Convenience

H-GAC may terminate the Contract in whole or in part without cause at any time giving written notice by certified mail to the successful Proposer whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC and End User participants. Upon receipt of Termination Notice, all services hereunder of the successful

Proposer and its employees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the successful Proposer shall prepare a final invoice within 30 days of such termination reflecting the services actually performed for a participating local government ("End User") pursuant to the Contract and to the satisfaction of H-GAC's Executive Director or his designee whose name has not appeared on any prior invoice. Participating End Users agree to pay the successful Proposer, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of End User less compensation previously paid.

B. Default

If the successful Proposer fails to perform in accordance with the terms and conditions set forth in the Contract documents, H-GAC may consider the successful Proposer to be in default. In this event, H-GAC may serve written notice upon the successful Proposer of its intention to terminate the Contract or portion thereof. Such notice shall contain the reasons for such intention to terminate and the successful Proposer shall have thirty (30) days after receipt to cure or provide a satisfactory plan of action to cure said default. If the successful Proposer fails to cure or provide a satisfactory plan to cure, H-GAC may issue a Termination Notice.

14. Contractor must promptly report to H-GAC any conditions, transactions, situation, or circumstances encountered by the Contractor which would impede or impair the proper and timely performance of the Contract.
15. H-GAC has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
16. H-GAC reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.
17. H-GAC reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. H-GAC reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
18. After contract execution, the Proposer is the prime and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between H-GAC and/or End Users and subcontractors, if necessary.
19. Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
20. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to H-GAC, all at no additional cost or liability to

H-GAC and/or End User.

21. The Proposer represents and warrants by the submission of a proposal, for itself and its respective employees, officers, board members and agents, that its participation in this RFP process and, if selected, its engagement by H-GAC to perform planning services would not result in either a personal conflict of interest or an organizational conflict of interest.
22. End User and H-GAC shall approve all disposal sites and treatment methods used by the Contractor. Any changes in disposal site or treatment method without obtaining prior approval of End User shall constitute a material breach of this contract. In all instances, the Contractor must adhere to EPA treatment standards for treatment and disposal of wastes.
23. The Contractor shall comply with the waste management priorities established by the End User.
24. H-GAC and/or End User reserves the right to conduct audits and/or inspections of any transportation, storage or disposal facilities used by the Contractor.

Contractor Warranties

1. The successful Proposer (Contractor) will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all E-Waste that may be brought for disposal by residents to End User programs.
2. Contractor must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.
3. Contractor must warrant that the Contractor owned or approved storage treatment/disposal facilities are licensed and permitted. The Contractor shall present to the H-GAC Project Administrator evidence of being a Texas Commission on Environmental Quality (TCEQ) licensed and registered Hazardous Waste Transporter if the Contractor performs this task. Contractor shall present to the H-GAC Project Administrator evidence that all treatment, storage and disposal facilities used by the Contractor are EPA-licensed and registered. In the event that the storage/treatment facility loses its permitted status hereafter, during the term of the Contract, the Contractor will promptly notify H-GAC of such loss.
4. The Contractor shall warrant that at no time will the organization utilize a subcontractor for any task, including, but not limited to transport, treatment, storage or disposal, that is not EPA and/or TCEQ-licensed and/or registered to perform such tasks if EPA and/or TCEQ license or registration is required.

5. The Contractor shall warrant to provide information demonstrating that during the past five (5) years that there has been no litigation regarding E-Waste collection, categorization, packaging, transportation or disposal.
6. The Contractor will ensure that all vehicles transporting hazardous wastes (subcontractors included) are properly registered, and that hazardous waste drivers have all required State and Federal licenses. All packaging and transportation of hazardous and non-hazardous material shall be in accordance with Department of Transportation (DOT) regulations.
7. Contractor must obtain all required Federal, State and local permits for the responsibilities of the Contractor. Contractor must obtain all necessary permits and qualify to transport waste according to DOT exemptions. Contractor must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

Pricing Methodology

Prices provided by Proposers in response to this RFP should be firm for the entire term of the Contract. However changes will be considered if accompanied by proper and sufficient documentation satisfactory to H-GAC.

1. Limits of Price Adjustments – Price change requests MUST be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that Contractor's actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111P for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2010 and the PPI issued for January each year. Price increases shall be limited to a maximum of 5% each year during the term of the contract. No retroactive contract price adjustments will be allowed. In the event that these indices are discontinued, or the titles or codes are revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.
2. Approval of Price Changes - No price change will be allowed unless it has been reviewed and approved by H-GAC in writing. Contractor must have received H-GAC's written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
3. Right to Accept or Reject Price Change – All pricing shall remain in effect for the initial one-year term of the contract. If the contract term is extended, H-GAC and Contractor will review unit prices and make adjustments based upon documented increases in costs. H-GAC reserves the right to accept or reject any price change request within thirty (30) days after receipt of the request. If the price change is accepted, the price will remain firm for the following one year period.

SECTION 5. EVALUATION AND SELECTION PROCESS

H-GAC may award a contract to the Proposer demonstrating the most complete response and full compliance with the whole of the specifications contained in this RFP, based upon H-GAC's judgment of the proposal most suitable to its present and contemplated future needs. H-GAC reserves the right to offer an award based on any combination of factors, as it determines to be in its best interests and those of its member governments.

An evaluation committee will review all proposals. The evaluation committee may include representatives from municipal household hazardous waste programs, State or regional governmental entities, H-GAC or others with relevant expertise. H-GAC will provide scoring guidance to the evaluation committee in writing. No other guidance will be given, unless in writing. The evaluation process may include interviews with Proposers or a request for "best and final offer." Proposals will be scored and also ranked (separately from scoring) by the evaluation committee. See sample Evaluation Worksheet as Attachment E. Any changes to the individual scoring sheets will be initialed in ink by the individual making the change. Based upon evaluation committee comments and recommendations, the requirements of this RFP, and the best interests of the H-GAC region, H-GAC staff will recommend a proposed contractor to H-GAC's Board of Directors. Final selection resides with H-GAC's Board of Directors. H-GAC may also reject any and all proposals and award a contract deemed in its best interest.

The evaluation committee will review proposals based upon the requirements of this RFP and the following criteria:

Minimum Standards for Proposal Consideration

Proposal Requirements and Completeness of Proposal

H-GAC staff will review the proposal to ensure that it contains all required information as specified in the RFP. H-GAC reserves the right to not score incomplete proposals.

Selection Criteria for Eligible Proposals

A. References, Experience, Reputation, Compliance

20 Points

- Experience and reputation in managing electronics recycling programs within Federal and State regulations and guidelines
- Personnel experience and training
- Financial stability

B. Waste Management Services

40 Points

- Degree of H-GAC and End User liability in proposed waste handling methods
- Breadth of service, number of waste streams Contractor can handle
- Waste handling methods and commitment to H-GAC and End User waste hierarchy preferences
- Availability of preferred disposal methods, e.g. types of materials planned for reuse and recycling
- Ability to ensure waste is collected, packed and transported safely and appropriately
- Ability to serve a wide range of project types (i.e. permanent facility, one-day event, mobile collection unit) and community types (i.e. rural, urban, suburban)

C. Responsiveness of Proposal**20 Points**

- Demonstrated understanding of H-GAC and End User needs
- Demonstrated understanding of requirements of the RFP and Contract
- Quality of proposal and impressions of response as it relates to project
- Additional services, ideas or products that will benefit H-GAC and End Users

D. Cost of Services**20 Points**

- Competitiveness of cost proposal
- Demonstrated commitment to cost-saving strategies (e.g. materials bulking, identification of materials for reuse, etc.)

Resolution of Protested Solicitations and Awards

Any Proposer who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, up to 10 working days after first action by H-GAC Board of Directors to authorized negotiation with top-ranked Proposers. Grievances filed more than 10 days after action by H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a Proposer to enter the grievance process, a written complaint must be sent to the Chief Financial Officer of H-GAC by certified mail which includes the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Financial Officer will initiate the informal resolution process.

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Services Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Financial Officer immediately. The Chief Financial Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Chief Financial Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive

Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The Proposer may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

SUBMITTAL FORM – Proposer Identification & Authorized Signatory

Submitted To: Gena McKinley
H-GAC, C & E Department
3555 Timmons, Suite 120
Houston, TX 77027

From: _____
(print or type name of Contractor – full company name)

By:

Name: _____

Title: _____

Date: _____

Address of Contractor:

Telephone No. of Contractor: _____

The Signatory hereto on behalf of Proposer: 1) Acknowledges having thoroughly reviewed the Request for Proposals; 2) Attests to having the authority to sign this response; 3) Meets, under penalty of perjury, all required terms and conditions as detailed in the Request for Proposals; 4) Commits Proposer to honor all requirements herein; and 5) Certifies that all information supplied in the response is true and correct.

Signature (Proposer's Authorized Signatory):

Printed Name of Signatory:

Date:

H-GAC Service Area Map



Cost Proposal/Disposal Method - ONE DAY EVENT

Waste Category	Handling/Packaging**	\$/Pound	Extended Price
Televisions			
Computer Monitors			
Peripherals			
Facsimile Machines			
Video Game Systems			
Consumer Electronics (VCRs, stereos, telephones, DVD players, tape recorders/players, games, calculators, etc.)			
Central Processing Units			
Laptop Computers			
Cellular Phones (without batteries)			

**Space has been provided to list multiple Handling/Packaging methods for these materials. Handling/Packaging methods may include, but are not limited to, Recycle/Bulk, Landfill/Loosepack, Incineration/Labpack, Other, etc. If using "Other" method please explain method in detail.

Mobilization**One-Day Collection Events**

0-500 Cars _____

501-1000 Cars _____

1001-1500 Cars _____

1501-2000 Cars _____

Over 2001 Cars _____

Labor (per hour - if charged separately)

Technicians _____

Traffic Control _____

Laborers _____

Site Security _____

Supplies (unit cost - if charged separately)Drums

New

Reconditioned

55 gallon \$ _____

30 gallon \$ _____

16 gallon \$ _____

5 gallon \$ _____

	Attachment C	
Liners	\$	_____
<u>Cubic Yard Boxes</u>	\$	_____
Plastic sheeting	\$	_____
Tents	\$	_____
Tables and chairs	\$	_____
Forklift	\$	_____
Pallets	\$	_____
Pallet jack	\$	_____
Signage	\$	_____
Traffic control devices and safety cones	\$	_____
First aid supplies	\$	_____
Portable restroom facilities	\$	_____
Other (please indicate)	\$	_____
Other (please indicate)	\$	_____
Other (please indicate)	\$	_____
Transportation		
Straight truck/box truck	\$	_____
Semi truck	\$	_____

Cost Proposal/Disposal Method - PERMANENT FACILITY

Waste Category	Handling/Packaging**	\$/Pound	Extended Price
Televisions			
Computer Monitors			
Peripherals			
Facsimile Machines			
Video Game Systems			
Consumer Electronics (VCRs, stereos, telephones, DVD players, tape recorders/players, games, calculators, etc.)			
Central Processing Units			
Laptop Computers			
Cellular Phones (without batteries)			

**Space has been provided to list multiple handling/packaging methods for these materials. Handling/Packaging methods may include, but are not limited to, Recycle/Bulk, Landfill/Loosepack, Incineration/Labpack, Other, etc. If using "Other" method please explain method in detail.

Mobilization

One-Day Collection Events

0-500 Cars _____

501-1000 Cars _____

1001-1500 Cars _____

1501-2000 Cars _____

Over 2001 Cars _____

Labor (per hour - if charged separately)

Technicians _____

Traffic Control _____

Laborers _____

Site Security _____

Supplies (unit cost - if charged separately)

Drums _____

55 gallon

\$

New

Reconditioned

30 gallon

RFP for Collection, Transportation & Disposal of E-Waste

\$

Page 27

16 gallon	\$	Attachment C	_____	_____
5 gallon	\$		_____	_____
Liners	\$		_____	
<u>Cubic Yard Boxes</u>	\$		_____	
Plastic sheeting	\$		_____	
Tents	\$		_____	
Tables and chairs	\$		_____	
Forklift	\$		_____	
Pallets	\$		_____	
Pallet jack	\$		_____	
Signage	\$		_____	
Traffic control devices and safety cones	\$		_____	
First aid supplies	\$		_____	
Portable restroom facilities	\$		_____	
Other (please indicate)	\$		_____	
Other (please indicate)	\$		_____	
Other (please indicate)	\$		_____	
Transportation				
Straight truck/box truck	\$		_____	
Semi truck	\$		_____	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EVALUATION WORKSHEET for RFP HGAC-CE10-01
Houston-Galveston Area Council
Regional E-Waste Collection, Transportation and Disposal RFP

Response Submitted By: _____

Minimum Standards for Proposal Consideration

Proposal Requirements and Completeness of Proposal

YES or NO

Proposal contains all required information as specified in RFP

(If answer is NO, please describe omission and reference appropriate section of RFP)

Selection Criteria for Eligible Proposals

A. References, Experience, Reputation, Compliance – Maximum of 20 possible points _____

- Experience and reputation in managing E-Waste programs within Federal and State regulations and guidelines
- Personnel experience and training
- Financial stability

B. Waste Management Services – Maximum of 40 possible points _____

- Degree of H-GAC and End User liability in proposed waste handling methods
- Breadth of service, number of waste streams Contractor can handle
- Waste handling methods and commitment to H-GAC and End User waste hierarchy preferences
- Availability of preferred disposal methods, e.g. types of materials planned for reuse and recycling
- Ability to ensure waste is collected, packed and transported safely and appropriately
- Ability to serve a wide range of project types (i.e. permanent facility, one-day event, mobile collection unit) and community types (i.e. rural, urban, suburban)

C. Responsiveness of Proposal – Maximum of 20 possible points _____

- Demonstrated understanding of H-GAC and End User needs
- Demonstrated understanding of requirements of the RFP and Contract
- Quality of proposal and impressions of response as it relates to project
- Additional services, ideas or products that will benefit H-GAC and End Users

D. Cost of Services – Maximum of 20 possible points _____

- Competitiveness of cost proposal
- Demonstrated commitment to cost-saving strategies (e.g. materials bulking, identification of materials for reuse, etc.)

Total out of maximum 100 possible points _____

Evaluated By: _____

Signature: _____

Date: _____