

**Request for Proposal**

**HOUSEHOLD HAZARDOUS WASTE  
COLLECTION, TRANSPORTATION  
AND DISPOSAL**



**PLANNING AND REGIONAL SERVICES**

**RFP DUE DATE: July 24, 2015, 4:00PM CST**

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## **INTRODUCTION**

The Central Texas Council of Governments, Planning and Regional Services Division, was established in 1989 and is committed to the professional provision of planning and related services to the members of the Central Texas Council of Governments. This Division is capable of providing a complete range of planning services for various subjects including resource conservation and solid waste, comprehensive and community plans, transportation, Homeland Security, Criminal Justice, and 9-1-1 rural addressing.

Household hazardous waste (HHW) is potentially damaging to our region from improper disposal including dumping along our roadsides, waterways, and landfills. The local governments have determined that safe disposal is crucial to protecting our environment and have determined that a qualified contractor is necessary for HHW management efforts. The purpose of this request for proposals is to identify the contractor best suited to assist the CTCOG Solid Waste Advisory Committee (SWAC) with the collection, transportation and disposal of HHW. The SWAC is seeking to enter into a contract for services over a two (2) year period with number of annual events TBD.

### **SECTION 1: RFP CALENDAR AND PROPOSAL SUBMITTAL**

**Submittal Deadline:** 4:00 pm July 24, 2015

#### **Submittal Procedure**

Ten (10) copies of the proposal are to be submitted in a sealed envelope or box clearly marked with the Request for Proposal (RFP) subject and the name and address of the Proposer to:

Hand Deliver to:  
Solid Waste Coordinator  
Planning and Regional Services  
CTCOG  
2180 North Main Street  
Belton, Texas 76513

OR Mail to:  
Solid Waste Coordinator  
Planning and Regional Services  
CTCOG  
P.O. Box 729  
Belton, Texas 76513

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

The Submittal Form (Attachment A) shall also be included. The deadline for the submittal of proposals is no later than 4:00 pm on Friday, July 24, 2015. CTCOG shall date-time all proposals upon receipt. Proposals received after this date and time will not be accepted. Respondents may submit their proposal to the CTCOG office any time prior to the deadline.

Submission of a proposal will constitute acknowledgment and acceptance of all terms and conditions contained in the RFP. Proposers, their authorized representatives, 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 Proposals at the time a proposal is submitted to CTCOG.

### **Calendar of Events for RFP Award Process**

RFP Issued	Thursday, June 24, 2015
Deadline for Questions	NLT Thursday, July 2, 2015
Response to Questions	NLT Thursday, July 9, 2015
Proposals Due	Friday, July 24, 2015
Contract Date begins:	Tuesday, September 1, 2015

### **Terms of Agreement**

1. The term of this contract shall be for a period of two years from the date of the award with options for renewal or extensions. Options will be outlined in awarded contract.
2. Under terms provided in this contract, the Contractor will, upon request by CTCOG SWAC, mobilize and provide Hazardous Waste Collection services at events selected by SWAC. Services will include providing appropriate notification and documentation to both CTCOG and TCEQ.
3. In the event a contract is fully executed, the Contractor acknowledges and agrees that any service it provides to CTCOG after the termination date of the Contract will be deemed to be gratuitously provided, and CTCOG shall have no obligation to pay for such services unless CTCOG approves an agreement to do so at its sole discretion.

### **Interpreting Specifications**

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

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

### **Additional Information and Specifications Changes**

Requests for additional information and questions should be submitted to Jason Deckman or Jim Martin no later than 5:00 p.m. CST July 9, 2015 sent via fax at 254-770-2360 or as shown below:

[jason.deckman@ctcog.org](mailto:jason.deckman@ctcog.org)  
254-770-2376

[jimmy.martin@ctcog.org](mailto:jimmy.martin@ctcog.org)  
254-770-2364

Questions received from all respondents shall be answered and posted on the CTCOG website. CTCOG will provide responses no later than 5:00 p.m. CST Thursday, July 9,

2015. Questions will be answered in a timely manner as they are received. Any changes in the specifications contained in this Request for Proposal will also be posted on the CTCOG web site under Resource Conservation: <http://ctcog.org/regional-planning/resource-conservation/>

## **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 the Proposer's option, pre-printed brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

### **Proposal Format**

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

### **Letter of Transmittal**

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

1. A brief statement of the Proposer's understanding of the work to be done.
2. The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
3. 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.
4. A statement that the per unit proposed price and/or lump sum price (if prices are proposed) is the total fixed price for the equipment and services enumerated.
5. A statement indicating which vendor, if multiple vendors are proposing jointly, intends to act as the prime point of contact for proposal evaluation questions and the delivery and maintenance of the vendor's proposed offerings.

### **Title Page**

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

### **Table of Contents**

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

### **Recommendations/Exceptions**

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

## **Trade Secret Information**

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

## **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.

## **Capabilities and Related Experience**

Please provide a description of your organization's experience and capabilities. Each Proposer must also provide a list of at least five (5) past municipal household hazardous waste customers as references. Each reference must include municipality name, contact name, email address and phone number and description of project.

For reference purposes only, please also submit a list of ALL Texas household hazardous waste clients served during the past three (3) years, beginning with January, 2012. 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 services.

## **Qualifications of Key Personnel**

Proposers must provide a listing of key personnel who would be assigned to the project, including their training, 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.

## **Description of Work and Proposed Costs**

Detailed requirements for the description of work, scope of services and proposed costs are provided in Section 4 Description of Work.

## **Technical Proposal**

Proposers must provide the following:

- A. On-Site Equipment List – Proposers shall submit a list of on-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the Proposer determines suitable and/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 site or facility.
- 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. Flammable Bulking Procedures – Proposers shall submit Standard Operating Procedures for bulking of flammable liquids on-site at the collection site or facility.
- E. Employee Training and Medical Monitoring – Proposers shall submit a complete detailed training outline of each position involved in the on-site collection project. Proposers shall differentiate between the training required for Chemists versus the training required for Technicians. Proposers shall also submit information regarding employee medical monitoring requirements.
- F. 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 project. Lists should include facility name, location, listing of current permit/registration 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, CTCOG 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.
- G. 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 Facilities and/or Disposal Facility.
- H. Third-Party Certification- Proposers shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.

### **Generator Status and Indemnification**

In order to protect CTCOG from liabilities associated with on-site activities, transportations and CERCLA liabilities involving disposal, the Proposer should supply its own labor and transportation, and dispose of the waste at only EPA-permitted disposal facilities. **THE CONTRACTOR MUST AGREE TO ASSUME GENERATOR STATUS AND BE RESPONSIBLE FOR PREPARING AND SIGNING ALL MANIFESTS RELATED TO THE HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS.**

Contractor agrees to, and shall defend, indemnify and hold CTCOG, its employees, officers, and legal representatives (collectively "CTCOG") 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. CTCOG's and Contractor's actual or alleged concurrent negligence, whether contractor is immune from liability or not: and
3. CTCOG's and Contractor's actual or alleged strict products liability or strict statutory liability, whether contractor is immune from liability or not.

Contractor agrees to and shall defend, indemnify and hold CTCOG harmless during the term of this agreement and for four (4) years after this agreement terminates.

## Release

The Contractor, its predecessors, successors, and assigns hereby release, relinquish, and discharge the CTCOG, its agents, employees, officers and legal representatives from any liability arising out of the CTCOG's sole and/or concurrent negligence and/or the CTCOG's 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 the Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing CTCOG 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 CTCOG as an Additional Insured 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 CTCOG to suspend the Contract and for CTCOG 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 and have a Best's rating of A 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-owned and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement.
  - a. Combined Single Limit of \$1,000,000 per occurrence.
4. Environmental Impairment Liability and/or Pollution Liability
  - a. \$3,000,000 per occurrence or claim and \$3,000,000 aggregate.
5. Excess Liability
  - a. \$3,000,000 per occurrence and \$3,000,000 aggregate.
6. Other Insurance
  - a. If requested by CTCOG, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under the Agreement.

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 CTCOG, and that it shall give thirty (30) days written notice to CTCOG before the policies may be cancelled, 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, materially modified or non-renewed 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 CTCOG, at its option, to terminate the Agreement at once. Contractor shall give written notice to CTCOG 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 CTCOG 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 CTCOG.

If any part of the work is sublet, similar insurance shall be provided on behalf of the subcontractor to cover their operations, and evidence such as insurance satisfactory to CTCOG 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. Original insurance certificates shall be returned to the Contractor after completed Proposal review by CTCOG.

### **Financial Assurance**

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

## **SECTION 3. TERMS AND CONDITIONS**

### **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.

### **Post-Proposal Discussions with Proposers**

It is CTCOG's intent to commence final negotiation with the Proposers who have submitted the proposals deemed most advantageous to CTCOG. CTCOG 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**

CTCOG 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. CTCOG also adheres to the Environmental Protection Agency's waste 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 CTCOG and to arrange for the ultimate disposition of the wastes accordingly.

### **Non-Discrimination and Equal Opportunity**

The Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract and agrees to comply with all federal statutes relating to nondiscrimination. The contractor shall include these provisions in every subcontract, unless exempt by the regulations.

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

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

### **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 CTCOG. In addition, any of the above actions taken by any Proposer prior to contract award may result in loss of contract award.

### **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 Bell County, Texas.

### **Terms, Conditions and Exceptions**

1. This RFP does not commit CTCOG 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 CTCOG's official files without any obligation on CTCOG's part. All responses shall be held confidential from all parties other than CTCOG until after the contract is awarded. Afterward, the proposals shall be available to the public.

3. CTCOG shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than CTCOG, 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 CTCOG (including any and all members of proposal consultant selection subcommittees) 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 purposes 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. Conversely, CTCOG can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.
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 (within either a Contract or Purchase Order) become part of any formal agreement with the selected Proposer and CTCOG.
8. CTCOG and the selected Proposer may negotiate a contract or contracts for submission to the CTCOG Executive Committee for consideration and approval. In the event an agreement cannot be reached with the selected Proposer, CTCOG reserves the right to select an alternative Proposer. CTCOG reserves the right to negotiate with the Contractor the exact terms and conditions of the contract.
9. 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 CTCOG Project Administrator.
10. Proposers are advised that all CTCOG contracts are subject to legal requirements provided for in any applicable State, Local and Federal statute.
- 11 .The Contractor acknowledges that any contract entered into as a result of this RFP may be terminated under the following conditions:

A. Convenience

CTCOG may terminate the Contract in whole or in part without cause at any time by giving written notice by certified mail to the successful Proposer whenever for any reason CTCOG determines that such termination is in the best interest of CTCOG. Upon receipt of such 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 pursuant to the Contract and to the satisfaction of CTCOG's Executive Director or his designee whose name has not appeared on any prior invoice. CTCOG agrees to pay the successful Proposer, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of CTCOG 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, CTCOG may consider the successful Proposer to be in default. In this event, CTCOG 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, CTCOG may issue a Termination Notice.

12. Contractor must promptly report to CTCOG any conditions, transactions, situations, or circumstances encountered by the Contractor which would impede or impair the proper and timely performance of the contract.
13. CTCOG has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to a contract award.
14. CTCOG reserves the right to waive any formalities concerning this RFP or to reject any or all proposals or any part thereof.
15. CTCOG reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. CTCOG reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
16. 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 CTCOG and subcontractors, if necessary.
17. 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.
18. If subcontractor involvement is required in the use of a 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 CTCOG, all at no additional cost or liability to CTCOG.
19. All disposal sites and treatment methods used by the Contractor shall be approved by CTCOG. Any changes in disposal site or treatment method without obtaining prior approval of CTCOG 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.
20. The Proposer represents and warrants by the submission of a proposal, for itself and its respective employees, officers, Executive Committee and agents, that its participation in this RFP process and, if selected, its engagement by CTCOG to perform services would not result in either conflict of interest or an organizational conflict of interest.
21. CTCOG 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 household hazardous waste that may be brought for disposal by residents to collections events.
2. Contractor must warrant that it understands the currently known hazards which are present to persons, animal life, property and the environment in the Transportation, storage, treatment and 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. In the event that the storage/treatment facility loses its permitted status hereafter, during the term of the Agreement, the Contractor will promptly notify CTCOG of such loss. **\*\*Note\*\*** Contractor will have thirty (30) days to obtain approval for use of another permitted facility. Failure to do so may result in termination of CTCOG contract.
4. 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.
5. 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 Department of Transportation ("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 CTCOG.

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, et.) 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 2015 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 CTCOG in writing. Contractor must have received CTCOG's written approval of any change prior to charging the new price or using it in any quotation prepared for CTCOG.
3. Right to Accept or Reject Price Change – All pricing shall remain in effect for the initial two-year term of the contract. If the contract term is extended, CTCOG and Contractor will review unit prices and make adjustments based upon documented increases in costs. CTCOG 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 4. DESCRIPTION OF WORK**

### **Scope of services**

The Contractor is requested to submit a proposal for the collection, transportation and disposal of household hazardous waste (HHW) for CTCOG as detailed in the Cost Proposal below. The services involve provision of HHW collection, transportation and disposal services for 1-day or 1-time collection events (collectively called "1-day events").

No minimum quantities of wastes are guaranteed by CTCOG.

The intent of this RFP is to procure the collection, transportation and disposal of HHW within the seven (7) counties of Bell, Coryell, Hamilton, Lampasas, Milam, Mills, and San Saba with comprise the CTCOG Region. Proposals for any area outside the CTCOG Region will not be acceptable.

Proposers are advised that CTCOG will serve as the designated purchasing agent for collection events. The successful Proposer under contract with CTCOG shall be responsible for the collection, transportation, and disposal of HHW from the collection events according to the requirements of these specifications, the contract with CTCOG, and the purchase order issued from the CTCOG, as well as all applicable federal, state, and local laws. The successful Proposer will not collect waste directly from CTCOG.

### **Duties of the Contractor**

The chosen Proposer will serve as the Primary Contractor. Primary Contractor will be responsible for subcontracting selected services related to the recycling, reuse, collection, transportation or disposal of the collected HHW. There will be no subcontracting allowed in this project without prior approval from CTCOG.

## **Documentation**

- 1) Contractor shall provide copies of all manifests to the CTCOG within thirty (30) days of a one day collection event.
- 2) Contractor shall provide Certificates of Disposal/Destruction to the CTCOG that indicate the date, location, and method of treatment and disposal within six (6) months of arrival of the waste at the permitted facility.
- 3) Contractor shall submit documentation packs to CTCOG on all events within sixty (60) days of event which includes the following information:
  - a. Date and location of collection
  - b. Pounds of material collected
  - c. Households participating
  - d. Total cost of collection, transportation and disposal
  - e. Handling method by pounds and percentage of waste collected (i.e. recycling, fuels lending, incineration, landfilling, etc.)

## **Invoicing**

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

## **Accelerated Pay Discounts**

Accelerated discounts should be so stated on the proposal from. If quick pay discounts are offered, CTCOG reserves the right to include discounts as part of the award criteria. Prices proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

## **Cost Proposal**

For this Request for Proposals, Proposers are asked to provide pricing for one day collection events. Proposers are asked to provide all-inclusive per-container pricing which includes the elements listed under Scenario 1, as well as a pricing quotation for an example one day collection event (Proposers shall provide pricing using Attachment C: Cost Proposal/Disposal Method). If any of the elements listed under Scenario 1 are to be charged separately from the per-container price, Proposers are asked to give detailed pricing on separately charged items. Mobilization pricing scenarios should be proposed separately from the per-container pricing, as indicated below.

**Note -When completing Attachment C, Proposers must complete all pricing sheets.**

## SCENARIO 1: One Day Collection Events

Note – Items 1 – 6 should be included in per-container pricing where possible.

1. Planning and Assistance- The Contractor shall, at the request of the CTCOG, provide staff experienced or trained to the satisfaction of the CTCOG to attend meetings with the CTCOG to review proposed collection site procedures or otherwise assist CTCOG staff in planning the collection site procedures or otherwise assist CTCOG staff in planning the collection project. Assistance may include coordination of a contingency plan and submission of required notices to Texas Commission on Environmental Quality.
2. On-site Labor – Proposers should provide required personnel. The Proposer and CTCOG will determine specific personnel needs prior to the collection events. Proposers should be prepared to provide on-site labor for the following:
  - Chemists, appropriately trained for oversight of collection, sorting, packaging and transport of collected materials
  - 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
3. Disposal-Proposers should provide pricing based on the cost of the disposal of the waste at an **EPA-approved** treatment, recycling or disposal site. Proposers should also provide a listing of treatment, recycling or disposal methods to be used (Attachment C, Cost Proposal – Disposal Method).
4. Transportation – Proposers should include cost of drum/container transportation for waste materials.
5. Supplies – Proposers should be prepared to provide the following (please indicate which supplies, if any, would require a charge separate from the per-container pricing):
  - Drums/liners
  - Meter boxes
  - Absorbents
  - Plastic sheeting
  - 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)
- Temporary portable restroom facilities
- Traffic control devices and safety cones
- First aid supplies

6. Analysis – Proposers should include costs related to the analysis of unknown materials.

7. Mobilization, Demobilization and On-Site Equipment – NOT INCLUDED IN PER CONTAINER PRICING. The cost should include the following and should be structured according to the anticipated size of the event (i.e. number of cars expected to participate):

- The movement of the disposal team plus supplies and equipment to package wastes at the collection site
- Set-up and decommission of the collection site
- Personal protective equipment
- Administrative costs
- Safety equipment

### **CTCOG Responsibilities**

CTCOG 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

### **SECTION 5. EVALUATION AND SELECTION PROCESS**

CTCOG 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 CTCOG's judgment of the proposal most suitable to its present and contemplated future needs. CTCOG 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.

CTCOG Staff will review all proposals and recommend a proposed contractor to the CTCOG Solid Waste Advisory Committee (SWAC). The CTCOG Solid Waste Advisory Committee may include representatives from municipal household hazardous waste programs, State or regional governmental entities, CTCOG or others with

relevant expertise. The evaluation process may include interviews with Proposers or a request for a "Best and final offer." Final selection of the contractor resides with the SWAC. CTCOG may reject any and all proposals and award a contract deemed in its best interest. Review of proposals will be based upon the requirements of this RFP and the following criteria:

#### Minimum Standards for Proposal Consideration

Proposal Requirements and Completeness of Proposal  
Proposal contains all required information as specified

#### in RFP **Selection Criteria for Eligible Proposals**

##### **A. References, Experience, Reputation, Compliance** **20%**

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

##### **B. Waste Management Services** **40%**

- Degree of CTCOG liability, if any, in proposed waste handling methods
- Breadth of service, number of waste streams Contractor can handle
  
- Waste handling methods and commitment to CTCOG 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 project type sought (i.e. one day event collection unit)

##### **C. Responsiveness of Proposal** **20%**

- Demonstrated understanding of CTCOG needs
- Demonstrated understanding of requirements of the RFP
- Quality of proposal and impressions of response as it relates to project
- Additional services, ideas or products that will benefit CTCOG

##### **D. Cost of Services** **20%**

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

**Attachment A: SUBMITTAL FORM**

Proposer Identification & Authorized Signatory

Submitted To: CTCOG Solid Waste Coordinator  
Central Texas Council of Governments  
P.O. Box 729, 2180 North Main Street  
Belton, Texas 76513

From: \_\_\_\_\_  
(Print or type name of Contractor-full company name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number of Contractor: \_\_\_\_\_

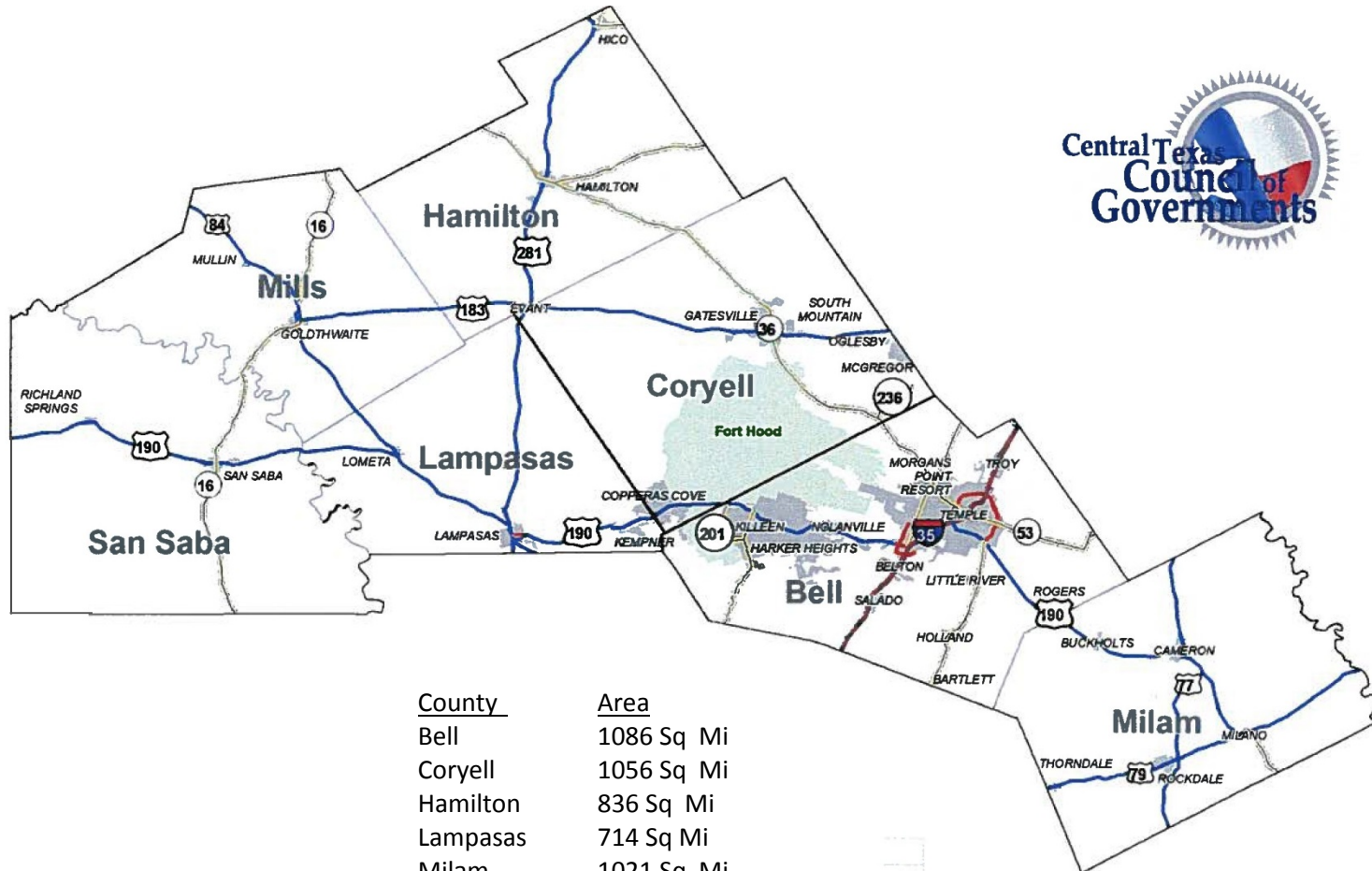
The signatory hereto on behalf of Proposer: 1) Acknowledges having thoroughly reviewed the Request for Proposals; 2) Attests to having the authority to sign this response; 3) Meets, under penalty of perjury, all required terms and conditions as detailed in the Request for Proposals; 4) Commits Proposer 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:  
\_\_\_\_\_

## Attachment B: CTCOG SERVICE AREA MAP



<u>County</u>	<u>Area</u>
Bell	1086 Sq Mi
Coryell	1056 Sq Mi
Hamilton	836 Sq Mi
Lampasas	714 Sq Mi
Milam	1021 Sq Mi
Mills	750 Sq Mi
San Saba	1138 Sq Mi

**Attachment C: COST PROPOSAL AND DISPOSAL METHOD**

NOTE: For all categories, please list actual price; do not list as "No Charge" or "Included with Disposal Costs".

**Mobilization, Demobilization, and On-Site Equipment**

On-site labor (per hour)	\$ _____
Chemists	\$ _____
Technicians	\$ _____

**Transportation**

Incineration	
55 gallon drum	\$ _____
30 gallon drum	\$ _____
16 gallon drum	\$ _____
5 gallon drum	\$ _____
Cubic yard boxes	\$ _____
Other	\$ _____

Landfill	
55 gallon drum	\$ _____
30 gallon drum	\$ _____
16 gallon drum	\$ _____
5 gallon drum	\$ _____
Cubic yard boxes	\$ _____
Other	\$ _____

Neutralization	
55 gallon drum	\$ _____
30 gallon drum	\$ _____
16 gallon drum	\$ _____
5 gallon drum	\$ _____
Cubic yard boxes	\$ _____
Other	\$ _____

**Recyclable Materials**

55 gallon drum	\$ _____
30 gallon drum	\$ _____
16 gallon drum	\$ _____
5 gallon drum	\$ _____
Cubic yard boxes	\$ _____
Other	\$ _____

Others, if needed	\$ _____
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**Supplies** (per unit cost)

	New	Reconditioned
Drums		
85 gallon drum	\$ _____	\$ _____
55 gallon drum	\$ _____	\$ _____
30 gallon drum	\$ _____	\$ _____
14 gallon drum	\$ _____	\$ _____
5 gallon pail	\$ _____	\$ _____
5 gallon drum	\$ _____	\$ _____
Cubic yard boxes	\$ _____	
Absorbents		
Corn cob	\$ _____	
Bentonite	\$ _____	
Cellulose	\$ _____	
Plastic sheets (per roll)	\$ _____	
Tents (per unit/per day)	\$ _____	
Forklifts (per day)	\$ _____	
Pallets (per unit)	\$ _____	
Pallet jacks (per unit)	\$ _____	
Oil Dry	\$ _____	
Saw Dust	\$ _____	
Containers for non-hazardous waste disposal (per unit)		\$ _____
Containers for non-hazardous waste recycled (per unit)		\$ _____
Signage	\$ _____	
Traffic control devices and safety cones	\$ _____	
First aid supplies	\$ _____	
Portable restroom facilities (per unit)	\$ _____	

**Analysis (as needed)**

Unknown lab pack Fingerprint Test      \$ \_\_\_\_\_  
Full analysis for incineration      \$ \_\_\_\_\_  
TCLP test for landfill      \$ \_\_\_\_\_

**List Manpower quality and price:**

Project Manager      \$ \_\_\_\_\_  
Chemists      \$ \_\_\_\_\_  
Technicians      \$ \_\_\_\_\_  
Technical Assistants      \$ \_\_\_\_\_  
Mobilization fee      \$ \_\_\_\_\_

Disposal – All waste will be weighed prior to packaging and the resultant weight will be considered the "net weight". Each waste type has at least one disposal option listed. Where disposal options exist, the subcontractor will select the option to be utilized prior to collection. Unless otherwise indicated, list the price per net pound for each waste type.

**DISPOSAL COST OPTIONS**

Waste Category	Waste Management Method	Waste Handling Method	Cost per Pound
<b>FLAMMABLES</b>			
Flammable Liquids			
Bulked Flammable Liquids+			
Flammable Solids			
Oil-Based Paints			
<b>POISONS (excluding aerosols)</b>			
Pesticides			
Others			
<b>CORROSIVES</b>			
Inorganic Acids			
Organic Acids			
Inorganic Bases			
Organic Bases			
<b>OXIDIZERS</b>			
Neutral Oxidizers			
Organic Peroxides			
Oxidizing Acids			
Oxidizing Bases			
Solid Oxidizers			
Others			
<b>AEROSOLS</b>			
Corrosive Aerosols			
Flammable Aerosols			
Poisonous Aerosols			
Aerosol Cans			
<b>OTHERS</b>			
Oil-Based Paints			
Latex Paints			
Antifreeze+			
Alkaline Batteries			
Lead Acid Batteries			
Lithium Batteries			
Lithium-Ion Batteries			
Nicad Batteries			
Mercury (Metallic)			
Mercury (in Items/Debris)			
Propane Cylinder++			
Dichloropropionilide			
Fire Extinguishers			

Gasoline and Water			
Helium Cylinder			
Monochlorodifluoromethane			
R-22 Refrigerant			
Used Diesel Fuel			
Used Diesel Oil			
Fluorescent Bulbs/Tubes			
Reactives			
Reactive when Wet			
<b>NON-HAZARDOUS (MISC)</b>			

+ Price per gallon      ++ Price per unit

RC – Recycling

NE – Neutralization

FB – Fuel Blending

IN – Incineration

LF – Landfill

LB – Lab Pack

Bu – Bulk

GB – Gaylord Box

LO – Loose Pack