

Request for Proposal #2019-003

HOUSEHOLD HAZARDOUS & ELECTRONIC WASTE
COLLECTION, TRANSPORTATION AND DISPOSAL

JACKSON COUNTY

RFP 2019-003 DUE DATE:

2:00 PM CST

March 1, 2019

INTRODUCTION

Household Hazardous Waste (HHW) is potentially damaging to our region from improper disposal including dumping along our roadsides and in waterways. Jackson County has determined that safe disposal is important to protecting our environment and has 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 Jackson County with the collection, transportation and disposal of HHW & electronic waste. Jackson County is seeking to enter into a contract for services for up to two one-time events.

SECTION 1: RFP CALENDAR AND PROPOSAL SUBMITTAL

SUBMITTAL DEADLINE: 2:00 pm March 1, 2019

SUBMITTAL PROCEDURE

Seven (7) copies of the proposal (including one clearly marked original signed in blue ink) are to be submitted in a sealed envelope or box clearly marked with the Request for Proposal (RFP) subject and number, and the name and address of the Proposer to:

Hand Deliver or Mail to:

Jackson County Auditor's Office
411 N. Wells Room 201
Edna, TX 77957

Those responding to this solicitation may elect to either mail or personally deliver their proposals to the Jackson County Auditor's Office. Jackson County will not accept any proposals delivered by telephonic, electronic or facsimile means.

All attachments shall also be included. The deadline for the submittal of proposals is no later than 2:00 pm on Friday March 1, 2019. The Jackson County Auditor's Office shall date stamp all proposals upon receipt. Proposals received after this date and time will not be accepted. Jackson County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date stamp in the Auditor's Office shall be the official time of receipt. Respondents may submit their proposal to the Jackson County Auditor's 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 Jackson County.

All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by Proposer as such.

ALTERING PROPOSALS: Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the Proposer without permission of Jackson County for a period of ninety (90) days following the date designated for the receipt of proposals, and Proposer so agrees upon submittal of their proposal.

PROPOSED CALENDAR OF EVENTS FOR RFP AWARD PROCESS

RFP Issued	<u>Wednesday, February 13, 2019</u>
Deadline for questions – 2:00 P.M.	<u>Friday, February 22, 2019</u>
Proposals due – 2:00 P.M.	<u>Friday March 1, 2019</u>
Contract Date begins	<u>Tuesday, March 12, 2019</u>

TERMS OF AGREEMENT

1. The term of this contract shall be for a period of two years from the date of the award with option to renew for another year.
2. The term of the contract will be for up to two, one-day household hazardous & electronic waste collection events over a two-year period.

INTERPRETING SPECIFICATIONS

The specifications and product references contained herein are intended to be descriptive rather than restrictive. Jackson County 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 Jackson County.

Changes in the specification, terms and conditions of this RFP will be made in writing by Jackson County prior to the proposal due date and posted on the Jackson County website (www.co.jackson.tx.us) in an Addendum form. Results of informal meetings or discussions between a potential Proposer and a Jackson County 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 addressed to the Auditor's Office via email auditor@co.jackson.tx.us no later than Friday, February 22, 2019 at 2:00 pm CST. Questions received from respondents shall be answered via email and an addendum shall be sent to all respondents who are listed as having obtained a Request for Proposal. All Addendums will be posted on the Jackson County website (www.co.jackson.tx.us). It is the proposer's responsibility to obtain and acknowledge all Addendums.

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 ink. Legibility, clarity and completeness are important and essential.

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 number 2019-003, subject: Household Hazardous & Electronic Waste Collection, Transportation and Disposal; 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 Jackson County 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 Jackson County, the information must be clearly labeled as "Trade Secret". Jackson County will maintain the confidentiality of such trade secrets to the extent allowed by law.

CAPABILITIES AND RELATED EXPERIENCE: Please provide a description of your organization's experience and capabilities. Each Proposer must also provide a list of five (5) past household hazardous & electronic waste customers as references. Each reference must include client name, contact name, email address and phone number and description of project.

For reference purposes only, please submit a list of ALL Texas household hazardous & electronic waste clients served during the past two (2) years, beginning with January 2017. This list should include the names and contact information, including phone numbers and email addresses of clients. 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, disposal & transportation licenses, and years of experience. Proposers should also indicate which personnel will be primary contacts 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 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 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, state and/or local 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 Jackson County from liabilities associated with on-site activities, transportations and CERCLA liabilities involving disposal, the Contractor 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 & ELECTRONIC WASTE COLLECTION EVENT.**

Contractor agrees to and shall defend, indemnify and hold Jackson County, its employees, officers, and legal representatives (collectively "the County") 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. Jackson County's and Contractor's actual or alleged concurrent negligence, whether contractor is immune from liability or not; and
3. Jackson County'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 Jackson County 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 Jackson County, its agents, employees, officers and legal representatives from any liability arising out of Jackson County's sole and/or concurrent negligence and/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 Jackson County 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 Jackson County 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 Jackson County to suspend the Contract and for Jackson County 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.

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 Jackson County, and that it shall give thirty (30) days written notice to Jackson County before the policies 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, 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 Jackson County, at its option, to terminate the Agreement at once. Contractor shall give written notice to Jackson County 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 Jackson County 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 Jackson County.

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 Jackson County 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.

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 Jackson County's intent to commence final negotiation with the Proposers who have submitted the proposals deemed most advantageous to Jackson County. Jackson County 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: Jackson County 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. Proposers are encouraged to demonstrate their support of the recycling and waste management hierarchy goals 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, the following: (a) Title VII of the Civil Rights Act of 1964 (P.L. 88352) 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 Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to confidentiality of alcohol and drug abuse patient records; and (f) the requirements of any other nondiscrimination statutes (s) which may apply to this Contract.

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 Jackson County.

TERMS, CONDITIONS AND EXCEPTIONS

It is understood that Jackson County reserves the right to reject any or all proposals, as it shall deem to be in the best interests of Jackson County. Receipt of any proposal shall, under no circumstances, obligate Jackson County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible Proposer (hereinafter referred to as "Contractor") whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposal.

FUNDING: Funds for payment have been provided through Jackson County's budget, approved by Commissioner's Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which the budget is approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to approval.

SALES TAX: Jackson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the proposal shall not include sales taxes.

CONTRACT: This proposal, accompanying documents, and any negotiated terms, when properly accepted by Jackson County, shall constitute a contract equally binding between the Contractor and Jackson County. No different or additional terms will become a part of this contract with the exception of change orders.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions of specifications stated in the resulting contract. **All change orders to the contract will be made in writing by the Jackson County Judge.** All change orders equal to or greater than \$50,000 require Commissioner's Court Approval.

IF DURING the life of the contract, the successful Proposer's net prices to other customers for Household Hazardous & Electronic Waste Transportation and Disposal awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Jackson County.

A PRICE redetermination may be considered by Jackson County only at the time of a model change during the year or at the anniversary date of the contract and shall be substantiated in writing (i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, wage/labor rates, etc). The Proposer's past history of honoring contracts at the contract price will be an important consideration in the evaluation of the lowest and best proposal. Jackson County reserves the right to accept or reject any/all of the price determination as it deems to be in the best interest of Jackson County.

RIGHT TO PURCHASE ELSEWHERE: Jackson County will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources; however, Jackson County reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met.

CONFLICT OF INTEREST: Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The County of Jackson) must disclose in the Questionnaire Form CIQ (Attachment C) the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the County of Jackson, County Auditor no later than seven days after the date the person begins contract discussions or negotiations with the County, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the County. Updated Questionnaires must be filed in conformance with Chapter 176.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

FORM 1295: Section 2252.908: is a new ethics law that was enacted by H.B. 1295 in 2015. It prohibits a county from entering into certain contracts with a business entity unless the business entity submits a form called a disclosure of "interested parties," and the county confirms with the Texas Ethics Commission that it received the form. Form 1295 can be found and filed electronically at www.ethics.state.tx.us/

ETHICS: The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Jackson County.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this RFP will be considered for negotiations. Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Proposer has not taken exceptions and the Proposer shall be responsible for performing in strict accordance with the specifications of the RFP. The Commissioner's Court reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of Jackson County.

PROPOSAL MUST COMPLY with all federal, state, county, and local laws concerning this type of service as well as Texas Commission of Environmental Quality and other agency regulations.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective Proposer must affirmatively demonstrate Proposer's responsibility. A prospective Proposer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed pickup/delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

Jackson County may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

PROPOSER SHALL PROVIDE with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

CONTRACTOR SHALL defend, indemnify and save harmless Jackson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgement with costs which may be obtained against Jackson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. Contractor must state therein the reasons for such cancellation. Jackson County reserves the right to award cancelled contract to next best Proposer as it deems to be in the best interest of County.

TERMINATION OF DEFAULT: Jackson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Jackson County in the event of breach or default of this contract. Jackson County reserves the right to terminate the contract immediately in the event the Contractor fails to:

1. meet delivery or completion schedules;
2. otherwise, perform in accordance with the accepted proposal.

Breach of contract or default authorizes Jackson County to award to another Proposer, purchase elsewhere and charge the full increase in cost to the defaulting Proposer.

NOTICE: Any notice provided by this proposal (or required by Law) to be given to the Contractor by Jackson County shall be conclusively deemed to have been given and received on the next business day after such written notice has been deposited in the mail in Edna, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any manner.

PATENTS/COPYRIGHTS: The Contractor agrees to protect Jackson County from claims involving infringements of patents and/or copyrights.

TESTING: Testing may be performed at the request of Jackson County, by an agent so designated, without expense to the County.

PURCHASE ORDER: A purchase order(s) shall be generated by Jackson County to the Contractor. The purchase order number must appear on all itemized invoices. Jackson County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of Contractor; (b) name and address of receiving department and/or delivery location; (c) County purchase order number; and (d) descriptive information as to the service and accessories delivered, including serial number, quantity, number of containers, etc.

INVOICES shall be issued within ten (10) days following the end of the preceding month for services rendered during that month. Invoices shall be mailed directly to the Jackson County Auditor's Office at 411 N. Wells Room 201 Edna, TX 77957.

PAYMENT will be made upon receipt and acceptance by Commissioner's Court of all completed services and/or item(s) ordered and receipt of a valid invoice, in accordance with the Government Code, Title 10, Chapter 2251. Contractor(s) is required to pay subcontractors within ten (10) days.

WARRANTY: Contractor shall warrant that all equipment/accessories/services shall conform to the proposed specification and/or warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The Contractor and Jackson County shall agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Ganado, Jackson County, Texas. The venue will be in Jackson County, Texas.

ASSIGNMENT: The Contractor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without prior written consent of Jackson County.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

SECTION 4. DESCRIPTION OF WORK

SCOPE OF SERVICES

The Proposer is requested to submit a proposal for the collection, transportation and disposal of household hazardous & electronic waste for Jackson County as detailed in the **Cost Proposal** below. The services involve provision of household hazardous & electronic waste collection, transportation and disposal services for a 1-day collection event.

No minimum quantities of wastes are guaranteed by Jackson County. The Contractor will collect waste directly from residents of Jackson County.

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 household hazardous and electronic waste. There will be no subcontracting allowed in this project without prior approval from Jackson County.

DOCUMENTATION

- 1) Contractor is responsible for all TCEQ notifications and annual reporting.
- 2) Contractor shall provide copies of all manifests to the Jackson County Auditor's Office within thirty (30) days of a one day collection event.
- 3) Contractor shall provide Certificates of Disposal/Destruction to the Auditor's Office that indicates the date, location, and method of treatment and disposal within six (6) months of arrival of the waste at the permitted facility.
- 4) Contractor shall submit documentation packs to the Jackson County Auditor's Office on the event within sixty (60) days which includes the following information:
 - a. Date and location of collection
 - b. Pounds of material collected
 - c. Total cost of collection, transportation and disposal
 - d. Handling method by pounds and percentage of waste collected (i.e. recycling, fuels blending, incineration, landfilling, etc.)

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 include 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 D: 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 D, Proposers must complete all pricing sheets.

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 Jackson County, provide experienced staff or trained to the satisfaction of Jackson County to attend meetings with Jackson County to review proposed collection site procedures or otherwise assist Jackson County staff in planning the collection project. Assistance may include coordination of a contingency plan and submission of required notices to the Texas Commission on Environmental Quality.
2. On-site Labor – Contractors shall provide required personnel. The Contractor and Jackson County will determine specific personnel needs prior to the collection events. Contractors 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

Jackson County Personnel shall be available to assist Contractor with on-site labor for the following:

 - Personnel capable of traffic control
 - 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 D, Cost Proposal – Disposal Method). Indicate price per pound.
4. Transportation – Proposers should include cost of drum/container transportation for waste materials.

5. Supplies – Contractors should be prepared to provide the following:

- Drums/liners
- Meter boxes
- Absorbents
- Plastic sheeting
- Tents for shelter and/or storage space
- Forklifts
- Pallets
- 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:

- The movement of the collection event 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, including reports to TCEQ
- Safety equipment
- Procedures for handling non-acceptable wastes

JACKSON COUNTY RESPONSIBILITIES

Jackson County will be responsible for the following:

1. Coordination of collection activities with Contractor
2. Suitable site location for collection activities
3. Promotion of collection event
4. Recruitment and coordination of volunteers
5. Coordination with local police and fire departments
6. Provision of emergency contact information
7. Personnel to assist in non-collection activities

SECTION 5. EVALUATION AND SELECTION PROCESS

Jackson County 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 Jackson County's judgment of the proposal most suitable to its present and contemplated future needs. Jackson County reserves the right to offer an award based on any combination of factors as it determines to be in its best interests.

The Jackson County Auditor's Office will review all proposals. The evaluation process may include interviews with Proposers or a request for a "Best and final offer." Based upon evaluation, the requirements of this RFP, and the best interests of Jackson County; staff will recommend a proposed contractor to Commissioner's Court. Final selection resides with Commissioner's Court. Jackson County may also reject any and all proposals and award a contract deemed in its best interest. Jackson County 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

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** **30%**
- Degree to which Jackson County would be liable for proposed waste handling methods
 - Breadth of service, number of waste streams Contractor can handle
 - Waste handling methods and commitment to Jackson County's 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
- C. Responsiveness of Proposal** **30%**
- Demonstrated understanding of Jackson County's 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 Jackson County.
- D. Cost of Services** **20%**
- Competitiveness of cost proposal
 - Demonstrated commitment to cost-saving strategies (e.g. materials bulking, identification of materials for reuse, etc.)

Attachment A: AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared _____
known to me to be the person whose name is subscribed to the following, who, upon oath, says:

I am the Manager, Secretary, or other agent or officer or the principal of the Bidder in the matter of the bids to which this affidavit is attached, and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool or combination to control the price of supplies bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by the above Affiant, who, on oath states that the facts contained in the above are true and correct, this _____ day of _____, 20____.

Notary Public in and for
_____ County, Texas

Name of Bidder _____
Signed by _____
Title _____
Address _____
Phone Number _____
Email Address _____
Vendor Tax ID _____

NOTE: BIDS NOT ACCOMPANIED BY THIS AFFIDAVIT WILL NOT BE CONSIDERED

The County of Jackson does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services.

Attachment B: BIDDER/PROPOSER'S SDNs/BLOCKED PERSONS AFFIRMATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF THE AWARDED BID MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to 44 CFR Part 13.35, the Bidder/Proposer, hereby affirms that Bidder/Proposer:

(Please check all that are applicable)

_____ Is not excluded from doing business at the federal level.

_____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Pursuant to Government Code Chapter 2270, Subtitle F and Government Code Chapter 2252, the Bidder/Proposer hereby affirms that Bidder/Proposer:

_____ Does not boycott Israel or invest in companies that boycott Israel

_____ Does not conduct business with Iran, Sudan, or a foreign terrorist organization

The County of Jackson may not make procurement transactions with SDNs/Blocked Persons, companies that boycott Israel and/or companies that conduct business with any known terrorist organization. By signing below the authorized official does hereby depose and verify the truthfulness and accuracy of the contents and the statements on this certification.

Proposer/Respondent Company Name _____

Proposer (Signature) _____ Date _____

Proposer (Print Name) _____

Title/Position with Company _____

Company Official Authorizing the Offer:

Company Official (Signature) _____ Date _____

Company Official (Print Name) _____

Company Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Attachment D: 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 \$ _____

Other \$ _____

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 \$ _____

Supplies (per unit cost)

<u>Drums</u>	<u>New</u>	<u>Reconditioned</u>
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 quantity 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 CATAGORY	WASTE MGMT METHOD*	WASTE HANDLING METHOD**	COST PER POUND
FLAMABLES	----	----	----
Flammable Liquids			
Bulked Flammable liquids +			
Flammable solids			
Reactive			
POISONS (Excluding Aerosols)	----	----	----
Pesticides			
Others			
CORROSIVES	----	----	----
Inorganic Acids			
Organic Acids			
Inorganic Bases			
Organic Bases			
OXIDIZERS	----	----	----
Neutral Oxidizers			
Organic Peroxides			
Oxidizing Acids			
Oxidizing Bases			
Solid Oxidizers			
Others			
AEROSOLS	----	----	----
Corrosive Aerosols			
Flammable Aerosols			
Poisonous Aerosols			
Aerosol Cans			
Oil-based Paints			
Latex paint			
Antifreeze +			

WASTE CATAGORY	WASTE MGMT METHOD	WASTE HANDLING METHOD	COST PER POUND
Alkaline Batteries			
Lead-acid Batteries			
Lithium Batteries			
Ni-Cad Batteries			
Mercury (Metallic)			
Propane Cylinder ++			
Dicloropropionilide			
Monoclorodifloromethane			
R-22 Refrigerant			
Helium Cylinder			
Propane Cylinder			
Fire Extinguisher			
Florescent Bulbs/Tubes			
Non-PCB Ballasts			
Non-hazardous Misc.			
Electronics			

+Price Per Gallon

++Price Per Unit

***Waste Management Method**

RC – Recycling

FB - Fuel blending

NE – Neutralization

IN - Incineration

LF - Landfill

****Waste Handling Method**

LP - Lab pack

BU - Bulk

GB – Gaylord box

LO - Loose pack