

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,  
DEL NORTE, EL DORADO, GLENN, IMPERIAL, INYO, LASSEN

MADERA, MARIPOSA, MODOC, MONO, NEVADA, PLUMAS,  
SIERRA, SISKIYOU, TEHAMA, TRINITY, TUOLUMNE

CHAIR – VERN MOSS, MADERA COUNTY

VICE CHAIR – RICHARD PLAND, TUOLUMNE COUNTY

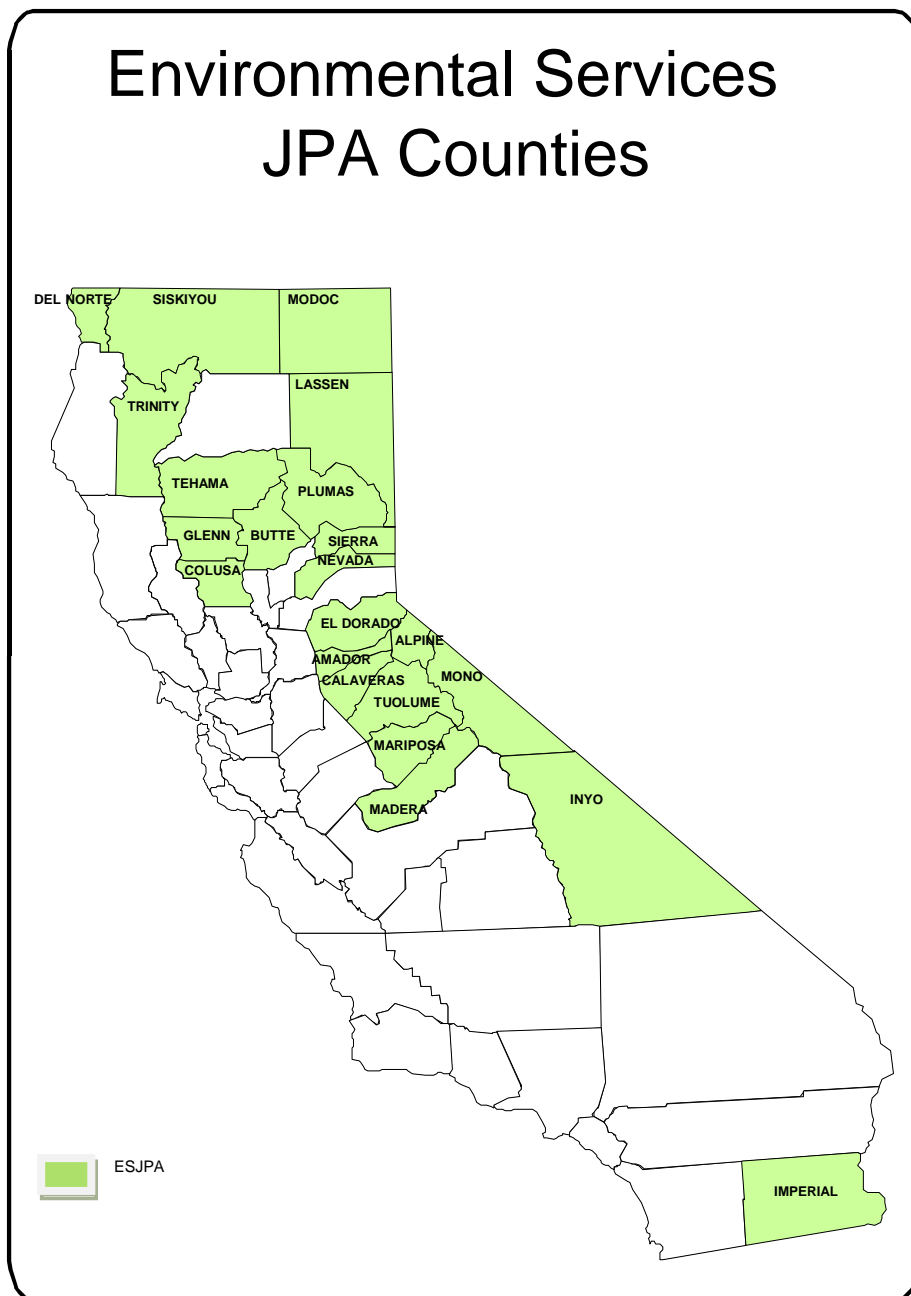
EXECUTIVE DIRECTOR – GREG NORTON



TECHNICAL ADVISORY GROUP CHAIR – JIM MCHARGUE,  
AMADOR COUNTY  
TAG VICE CHAIR – GRETCHEN OLSEN, TUOLUMNE COUNTY

PROGRAM MANAGER – MARY PITTO

## Request for Proposals Hazardous and Universal Waste Management Services For ESJPA Members



**RFP ISSUED:** June 12, 2009  
**PROPOSALS DUE:** July 13, 2009  
**BEGIN SERVICE:** August 10, 2009  
**FIRST EVENTS:** August 15, 2009

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### **EXHIBITS:**

- EXHIBIT A – RFP Process Guidelines
- EXHIBIT B – Services Provided and Service Area
- EXHIBIT C – Disposal Pricing Matrix
- EXHIBIT D – Disposal Pricing Scenario
- EXHIBIT E – Equipment Pricing & Scenario
- EXHIBIT F – Labor Pricing & Scenario
- EXHIBIT G – CESQG Pricing
- EXHIBIT H – Submittal Checklist

**ATTACHED:** Cost Proposal Exhibits C through G, **electronically** in Excel 2003 format.

## SECTION 1. BACKGROUND

The Rural Counties' Environmental Services Joint Powers Authority (ESJPA) is a local government entity comprised of twenty two member counties. The ESJPA was formed in 1993 and one of its primary purposes is to assist member counties in their on-going efforts to comply with various environmental regulatory requirements related to solid waste management.

Consistent with this purpose, the ESJPA has recently been awarded grant funding from the California Integrated Waste Management Board. The scope of this grant work includes implementation of various household hazardous waste and universal waste management programs for the ESJPA member counties of Butte, Colusa, and Glenn.

Additionally, the ESJPA intends to share the results of this procurement with all other 19 member counties. Interested counties may elect to use these results directly or as the basis for their direct negotiation of supplemental contracts with selected vendors. The map on the cover page and the table indicates the ESJPA Member Counties.

ESJPA Members	
Alpine	Madera
Amador	Mariposa
Butte	Modoc
Calaveras	Mono
Colusa	Nevada
Del Norte	Plumas
El Dorado	Sierra
Glenn	Siskiyou
Imperial	Tehama
Inyo	Trinity
Lassen	Tuolumne

The ESJPA is soliciting technical and cost proposals from qualified household hazardous waste, universal and electronic waste (e-waste) and other hazardous waste service providers to assist with the aforementioned grant project and to provide other related services that may be required for the grant counties and potentially for all ESJPA counties. Based on the information received in response to this solicitation, the ESJPA anticipates entering into contracts with one or more companies to provide for the range of services that may be needed for existing grant work or as may be otherwise required to meet the needs of member counties.

The types of household hazardous wastes for which services are being solicited include, but are not limited to: lead acid batteries, used oil and filters, antifreeze, latex paint, oil based paint, acids and bases, aerosols, pesticides, mercury containing wastes, PCB containing wastes, and universal wastes.

The types of universal wastes for which services are being solicited include, but are not limited to: e-waste, fluorescent lamps, household batteries, and mercury devices. The types of e-waste include cathode ray tube and LCD displays, microwave ovens, VCRs, printers, CPUs, cell phones, telephones, and radios.

The proposals for services related e-waste management shall be in accordance with the California Electronic Waste Recycling Act of 2003 subsequent amendments (SB20 and SB 50), the E-Waste regulations on notification and reporting requirements mandated by California Code of Regulations Title 22, section 66273, et. seq., as may be amended, and the California Integrated Waste Management Board Covered Electronic Devices reimbursement requirements.

The types of HHW and U-waste collection services being solicited include one-day temporary collection events, permanent collection facilities, load check, and conditionally exempt small

quantity generator programs. Proposers can elect to provide the full range of HHW and/or universal waste services and programs or only for selected waste streams.

Please note that this solicitation in no way obligates the ESJPA to award a contract for the services described herein and the ESJPA assumes no responsibility for any associated costs that may be incurred by proposers who elect to respond to this solicitation. The ESJPA reserves the right to make changes to this solicitation notice at any time and to waive any irregularities in the submittal/selection process if it determines that such actions best serve the interests of the ESJPA and its member counties.

The primary focus of this RFP is to select one or more service providers to enter into contracts with the ESJPA to 1) conduct four (4) temporary HHW collection events in Colusa and Glenn counties beginning with two on August 15, 2009, and 2) provide other HHW and universal waste management services to Butte, Colusa, and Glenn counties throughout the grant term of April 2011. Additionally this procurement will allow other ESJPA member counties to hire the selected contractor(s) to provide similar services.

Facilities located in ESJPA member jurisdictions include 29 active, permitted, solid waste landfills, 25 permanent HHW collection facilities, 31 recycle only facilities, and 14 of the 22 member counties are registered collectors under the state's electronic recovery program. Please see Section 7 of this RFP for details of HHW facilities and 2006-2007 disposal numbers for ESJPA member counties.

## SECTION 2. SUBMITTAL REQUIREMENTS

**Submittal Deadline:** Monday, July 13, 2009 4:00 P.M.

**Submittal Drop off and Mailing Address:** Rural Counties Environmental Services JPA  
1215 K Street, Suite 1650  
Sacramento, CA 95814

**Attention:** Mary Pitto – Project Manager

### Procurement Timeline

- RFP Issued	June 12, 2009
- Submittal of Written Questions	June 12 - 19, 2009
- ESJPA Response to Questions	June 26, 2009
- Proposals Due – 4:00 P.M.	July 13, 2009
- Proposal Review/Scoring	July 14 - 24, 2009
- Contractor Selection	July 27 - 31, 2009
- Contract & Begin Service	August 3 - 10, 2009
- Conduct THHWCF Events, Starting	August 15, 2009

All proposals must be received by **July 13, 2009 at 4:00 P.M.** Proposals delivered after this time and date will not be considered. Postmarks will not be accepted as proof of receipt. Proposers must submit an original and four (4) complete hard copies of their proposals. Proposal review and ranking will be based on the hard copies provided. In addition, Proposers shall submit electronic copies of their proposal as described in Section 4, Proposal Content, of this RFP.

Proposals must comply fully with the requirements detailed in this document. Incomplete proposals, proposals containing errors or inconsistencies in the cost proposal, lacking the proper quantity of copies, or other process or content errors or deficiencies, may constitute cause for rejection.

The ESJPA reserves the right to reject any or all proposals, to issue addenda to the RFP, to modify the RFP, to cancel the RFP, and to award to or contract for all or part of the services identified in the RFP. The ESJPA reserves the right to select one or more Proposers and negotiate an agreement based on all factors involved in the written proposal without further discussion or interview.

The ESJPA further reserves the right to negotiate with any Proposer as necessary to serve the best interests of the ESJPA and its members and to negotiate the final contract with the most responsive Proposer. Cost of service is an important factor but the ESJPA is not obligated to accept the lowest cost proposal. The Proposer's demonstrated ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

No reimbursement will be made for any cost incurred by the Proposer before contract approval and ESJPA authorization. If the RFP is cancelled, written notice will be provided

within two working days of the ESJPA's decision to withdraw the RFP to companies known to have received the RFP.

For the primary or lead Contractor (Proposer), proposals must include a complete audited financial statement for a one-year period prepared by an independent Certified Public Accountant or another equivalent statement source, or personal financial statement. The statement shall be no more than twelve (12) months old at the time of submission, and be prepared in conformity with generally accepted accounting principles. The above financial statement may be provided for parent company(ies) if not available for the primary Contractor.

The selected contractor will comply with all applicable Federal, State, and local laws and regulations. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101, 1102, and 1102.1. Contractor will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will the contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

All proposals will become the property of the ESJPA and will not be returned to the Proposer. The ESJPA reserves the right to use any or all of the ideas presented in any proposal submitted in response to an RFP without charge or limitation. The selection or rejection of a proposal does not affect these rights.

The ESJPA may request clarification or additional information from Proposers at any point prior to the award of contract. The ESJPA reserves the right to negotiate the actual Agreement details after the contractor has been selected.

Submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP. The firm(s) selected will be required to enter into a written contract with the ESJPA.

All proposals received in response to the RFP shall remain valid for one hundred eighty (180) days from the submittal deadline. In cases where there is a conflict between information contained in a proposal and this RFP, this RFP shall prevail.

Proposals will be ranked in accordance with the specifications on the Evaluation Criteria Form in Section 6. A review panel will rate proposals.

Please refer to the RFP Process Guidelines (Exhibit A), which were developed to regulate contact between the ESJPA and prospective Proposers in the time period between issuance of the RFP and awarding of the contract for service.

## **SECTION 3. SCOPE OF SERVICES**

### **1. Introduction**

The ESJPA is seeking contract support for receiving, segregating, packaging, treating, profiling, manifesting, transporting and disposing of hazardous waste received from households and Conditionally Exempt Small Quantity Generators (CESQG) at events conducted at temporary household hazardous waste collection facilities (THHWCF) as well as the removal of hazardous wastes from the member counties permanent HHW, recyclable HHW, and universal waste collection facilities and loadcheck wastes found at solid waste disposal sites.

The services requested under this RFP are for the period between August 2009 and April 2011 with the possibility of two discretionary one-year extensions. The successful contractor(s) would be able to enter into contracts with individual ESJPA member jurisdictions for a variety of services for unspecified terms. The ESJPA will also utilize the selected Contractor(s) for other grants received in this period.

### **2. Current Services**

The ESJPA does not provide HHW management services for its members. For the purposes of this project, the ESJPA is acting as the contracting agent for the counties of Butte, Colusa and Glenn in order to carry out the objectives of an HHW grant awarded by the California Integrated Waste Management Board. Those objectives include conduct of four HHW collection events in Colusa and Glenn counties, and operation of universal waste collection facilities for the collection of batteries and fluorescent lamps in all three counties. Other incidental HHW services may be requested by these or any other ESJPA member jurisdiction outside the scope of this procurement.

Each jurisdiction participating in this project as well as the other 19 member jurisdictions have unique circumstances in regard to HHW management. As described in Section 7 of this RFP there are a wide range of HHW management opportunities being implemented in ESJPA jurisdictions. There are 25 permanent HHW collection facilities, 31 recycle only facilities, and 2/3 of the ESJPA member jurisdictions are certified collectors under the state's electronics recycling program. There are an estimated 29 active, permitted, solid waste disposal facilities in the member counties.

The member jurisdictions that do not have any type of permanent HHW facilities, such as Colusa County, are most likely depending on grant funded temporary HHW collection events to remove HHW from the waste stream. Most of these HHW collection events are conducted on an open, "come as you are" basis, in lieu of an appointment based system. This is due to the rural nature of these jurisdictions and the limited outreach opportunities by which to spread the word about the events let alone the resources needed to coordinate appointments.

THHWCF events are normally held at County facilities such as road operations yards or solid waste disposal facilities. Each event is open to the public between the hours of 9 a.m. and 2 p.m. CESQG collections when offered are conducted on the Friday afternoon before the THHWCF events or at the end of each THHWCF event with limited participation. Loadcheck wastes and wastes from universal or recyclable household hazardous waste collection facilities are picked up at the time of the events and approximately two to three other times a

year as necessary depending on the jurisdiction. Previous contractors have arranged to package the loadcheck wastes the day prior to the HHW event.

Due to the rural and wide spread geographic nature of the ESJPA member jurisdictions, contractors are encouraged to schedule “milk runs” between counties in order to maximize efficiency and reduce expenses.

The following sections outline the division of responsibility and scope of work to be performed by the ESJPA and Contractor, respectively.

### **3. ESJPA Responsibilities**

**Environmental Protection Agency Identification Numbers.** The ESJPA or member jurisdictions will obtain all necessary EPA ID numbers from Cal/EPA for the operation of appropriate facilities.

**Permit-by-Rule (PBR), Permits, Local Permits.** The ESJPA, in cooperation with member jurisdictions and the Contractor, will ensure that all PBR conditions to operate THHWCF events and other facilities are met. Depending on the site locations, local permits may be necessary. The ESJPA or member jurisdictions will be responsible for obtaining local permits. The Contractor will complete the PBR forms and submit to the ESJPA and/or member jurisdictions for necessary signatures. The Contractor is responsible for submittal and obtaining approval of the PBR. Once signed the PBR will be included in the Operations Plan. Due to the limited time available, the ESJPA will be responsible for submittal and approval of the August 15<sup>th</sup> events.

**Manifests.** The ESJPA will review all manifests for completeness and accuracy at the conclusion of each THHWCF event. The member jurisdiction or designated individual will sign the manifests, bill of lading, and other shipping records or provide authorization for Contractor to sign on behalf of jurisdiction.

**Materials Reuse Program.** The ESJPA may coordinate a Materials Reuse Program at THHWCFs and other facilities as appropriate. The ESJPA or member jurisdictions will collect (or reject) materials that have been set aside for the Materials Reuse Program. The ESJPA or member jurisdictions will provide staff to assist residents in selecting materials at the Materials Reuse area. ESJPA will determine final disposition of unused reuse materials generated at THHWCF events and other facilities as appropriate.

**Participant Survey.** The ESJPA or member jurisdictions will survey participants and collect the surveys when residents are checked in at the sites.

**Program Review.** The ESJPA and Contractor, in consultation with the member jurisdictions will jointly prepare an evaluation of the Program. Before contract approval, the ESJPA and Contractor will agree on the schedule and methods for program evaluation.

**Publicity.** The ESJPA will develop and, in cooperation with member jurisdictions and the Contractor, disseminate press releases, published announcements, and flyers announcing the availability of the THHWCF events and other programs as appropriate.

**Site Selection and Set-Up.** The ESJPA and the member jurisdictions will select the THHWCF event sites and, in consultation with the Contractor, assist in site layout including determining traffic flow, positioning the tents and dumpsters, and preparing the site.

**Solid Waste Management and Recycling.** The ESJPA or member jurisdictions will make all non-hazardous solid waste management arrangements and payments and be responsible for coordination of delivery of non-hazardous waste disposal receptacles. ESJPA, member jurisdictions and Contractor will cooperate in recycling, to the greatest extent possible, of materials generated at events.

**Staffing.** The ESJPA and/or member jurisdictions will provide a site supervisor and employees or volunteers that will be primarily responsible for completing all of the following tasks:

- survey and public information dissemination area site set-up;
- handing out informational materials and conducting and collecting completed surveys;
- administering Materials Reuse area and completion of Reuse Waivers;
- clean up of above areas. The Contractor will be responsible for cleanup of the waste handling areas.

**Supplies.** At the THHWCF event sites, the ESJPA or member jurisdiction may provide limited traffic control signs, and a break area for site staff. The contractor will supply all other supplies not listed here (see Exhibit E).

#### **4. Contractor Responsibilities**

**Contractor Warranties.** The Contractor shall warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, knowledge, and all resource to safely and lawfully collect, package, transport, and dispose of all household hazardous waste that may be brought for disposal by residents and eligible businesses in the ESJPA member jurisdictions.

Contractor shall warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at the Temporary and Permanent HHWCF events and other service options.

Contractor shall warrant that Contractor-owned or approved storage treatment/disposal facilities are currently, and at time of receipt of ESJPA's or member jurisdiction's waste, licensed and permitted. In the event that the storage/treatment facility loses its permitted status hereafter, during the term of the Agreement, Contractor shall promptly notify the ESJPA of such loss and work in good faith with the ESJPA to secure appropriate disposal capacity.

**Environmental, Health, and Safety Compliance.** Contractor is responsible for its employees' and subcontractors compliance with all environmental, health and safety regulations. All staff provided by Contractor shall have current Hazardous Waste Operations and Emergency Response ("HAZWOPER") Training and receive annual

eight hour refresher training according to Title 8 of the California Code of Regulations, Section 5192. Additional training, such as HM 181 (HM126), SB 198, respiratory protection, etc., must be obtained by Contractor staff as required by all state and federal laws and as applicable to their staff responsibilities.

Contractor shall prepare a written Injury and Illness Prevention Plan, Respiratory Protection Plan, and other additional written plans as required for on-site job functions. Training documentation and written plans shall be available at all THHWCF events and will be provided to the ESJPA, CUPA, DTSC, Cal/OSHA and other State and local regulators upon request.

The Contractor will exercise utmost precaution for the protection of Contractor and ESJPA and member jurisdiction's staff, the public, site personnel, property, and the environment. The Contractor will install adequate safety guards and protective devices for all equipment and machinery. All care will be employed to insure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.

**Medical Monitoring.** All Chemists and Technicians provided for this project will meet the following criteria as applicable:

- i) Completion of an Occupational Medicine baseline medical examination including blood chemistry, pulmonary function test and chest X-ray,
- ii) Clearance to use personal protective equipment and respiratory protection by Occupational Medical Personnel, and
- iii) Successful completion of respirator fit testing.

**Personal Protective Equipment.** The Contractor understands that the scope of work requires its provision and use of personal protective equipment (PPE) including, but not limited to, Tyvek suits, gloves, booties, aprons, sleeve protectors, and respirator cartridges. It is mandatory that all operations personnel wear appropriate safety equipment. In addition to the PPE listed above and any that may be provided by the ESJPA, the Contractor will provide their Chemists, Technicians, and other appropriate personnel with:

- i) Approved safety eye wear,
- ii) Boots or shoes with steel toe and shank, and
- iii) Respirator, when required.

**Permits, Vehicle and Driver Registrations.** The Contractor will ensure that all vehicles transporting hazardous wastes are properly registered, and that hazardous waste drivers have all required state and federal licenses. Copies of drivers' licenses must be provided to ESJPA upon request. Contractor must notify ESJPA in the event that any of these permits or licenses become, or are in danger of becoming, expired, revoked or suspended during the agreement period.

Contractor shall obtain all required Federal, State and local permits for the responsibilities of the Contractor. The Contractor will be responsible for providing technical material to ESJPA as necessary to obtain permits and variances required to operate the THHWCF events.

**Permit-by-Rule (PBR), Permits, Local Permits.** The Contractor will prepare and submit Permit-by-Rule (PBR) to the ESJPA or member jurisdictions for necessary signatures. Contractor will forward complete PBR notifications to the Certified Unified Program Agency (CUPA) and California Department of Toxic Substances Control (DTSC) as necessary with copies to the ESJPA and member jurisdiction. . Due to the limited time available, the ESJPA will be responsible for submittal and approval of the August 15<sup>th</sup> events. A copy of the site operations plan required by Title 22 will be provided by the Contractor to the ESJPA and be available on-site.

**Emergency Notifications.** The Contractor will notify appropriate local emergency response agencies and hospital(s) for THHWCF events.

**Supplies and Equipment.** The Contractor will be responsible for using at all service locations the appropriate supplies, materials, equipment, vehicles, and drivers as specified by Federal and State laws/regulations and standard practice for the management of hazardous wastes.

The Contractor shall furnish supplies and equipment necessary for the safe and legal unloading, segregating, packaging, transport and disposal of the wastes. These supplies include, but are not limited to, those items listed in Exhibit E as may be amended by Contractor and ESJPA. The ESJPA will require that all waste is weighed and that actual weight is listed on all manifests and bills of lading and included on all required reports including Form 303.

Member jurisdictions may provide supplies and equipment for operation of a PHHWCF or other facility. However, should Contractor wish to ESJPA to consider purchase of equipment or supplies from Contractor they should be listed in Exhibit E. Contractor shall add to Exhibit E, a description and cost for any additional supplies or equipment not listed on Exhibit E that it feels are necessary to appropriately conduct the services offered by Contractor or requested under this RFP.

**On-site Hazardous Waste Management.** The Contractor will provide sufficient trained site supervisor, chemists, and technicians. The Contractor's staff will be responsible for completing the following tasks:

- testing and identification of unknown wastes and determine the proper DOT hazard classes;
- segregating waste into compatible categories for bulking and/or lab packs;
- lab packing all non-bulkable household hazardous wastes;
- completing waste and drum inventories and providing quality assurance/ quality control coordination to ensure acceptance of hazardous wastes by TSDFs;
- labeling all drums containing hazardous or recyclable wastes;
- setting aside items in good condition for the Materials Reuse Program.
- assisting with site set-up, including unloading supplies, assembling tents and laying out visqueen, setting up of security tape, barricades, traffic cones and signing, into and through out unloading areas;
- unloading HHW and universal (including electronic) wastes from vehicles;
- bulking flammable liquids, oil based paint, latex paint, oil, antifreeze; and
- operating equipment such as a forklift, paint or aerosol can crusher.

The Contractor will separate the electronic waste as follows:

- all CRT and other Covered Electronic Devices (including laptops) may be palletized or consolidated in gaylord boxes or other appropriate containers.
- cell phones will be collected in one container
- all other electronic waste will be keep together

**Manifests.** The Contractor will prepare hazardous waste manifests, bills of lading (BOL), or other appropriate shipping records in compliance with all applicable regulations. Manifests will be clear and legible. The Contractor will submit a copy of the Manifest to the DTSC within 30 days of the event. The ESJPA will not be responsible for payment of additional costs because of manifest or BOL errors. All weights shown on manifests or BOL shall be actual weights as provided by scale or other measuring device possessing current certification as appropriate and necessary.

**Electronic Waste and Recyclable Household Hazardous Waste (RHHW).** At the discretion of the ESJPA or member jurisdiction all or some electronic waste and RHHW including latex paint, used motor oil, used oil filters, rechargeable batteries, cell phones and lead acid batteries may be offered to another contractor or directed to another collection facility. The amount and specific types of these collected wastes will be indicated in the Documentation Package.

**Hazardous Waste Transportation.** The Contractor will load wastes designated for immediate shipment (i.e. full drums) into properly registered and licensed vehicles for transportation to the designated disposal site(s) immediately following the end of every THHWCF event. All vehicles will have proper signage. In any case, all wastes collected at THHWCFs must be off the site within six hours after termination of a THHWCF event. If complete removal is not possible at that time the Contractor shall provide security and supervision for said wastes and must have them removed within 18 hours after sunset the day of the household hazardous waste collection event or as otherwise specified by any agreement between the ESJPA or any member jurisdiction and owner of said site. Partial drums from THHWCF events may be transported to a PHHWCF or other appropriate facility for consolidation or storage as appropriate. At a PHHWCF, wastes may be collected and stored during the week. The Contractor is responsible for ensuring adequate storage space on truck(s) for all wastes collected during the week and at the THHWCF events. Additional pick-ups of HHW from the PHHWCFs will be scheduled at the request of the ESJPA or member jurisdiction.

**Hazardous Waste Recycling, Treatment, and Disposal.** The Contractor will arrange for the ultimate disposition of the wastes according to the following hierarchy: reuse, recycling, fuels blending, treatment/neutralize, incineration, stabilization/solidify/landfill, and, lastly, direct hazardous waste landfilling.

The Contractor must submit Certificates of Disposal or Certificates of Recycling as proof of treatment, recycling or disposal to the ESJPA following the ultimate disposition of all wastes (including those wastes shipped on a BOL).

Contractor shall be responsible for conducting an annual compliance audit of the TSDFs that accept ESJPA wastes. The results of these audits are to be submitted to the ESJPA no later than 90 days following completion of said audit.

**Project Coordination.** Contractor, member jurisdiction, and ESJPA Project Manager shall work together to coordinate site selection, site set-up, diversion of materials for reuse and recycling, and preparation of reports on the project.

**Program Review.** The ESJPA and Contractor will jointly prepare an evaluation of the Program. Before contract approval, the ESJPA and Contractor will agree on the schedule and methods for program evaluation. The Contractor will provide all data needed to prepare the review.

**CESQG Program.** The Contractor will be responsible for making appointments, verifying CESQG business status, tracking EPA identification numbers, preparing manifests and other shipping records, invoicing businesses, collecting the fees and receiving the waste at the events. The Contractor will be responsible for all areas of compliance regarding the legal participation and transport of all CESQG wastes to the THHWCF.

**Loadcheck Services.** The Contractor may be asked to manage Loadcheck wastes at nearby sites the day prior to or the day of the THHWCF event. Contractor may be required to make a special trip to remove wastes from the Loadcheck locker.

**Operation/Contingency Plan.** The HHW Operation Plan, which includes a Contingency Plan and Material Exchange/Reuse Program, will be prepared by the Contractor and supplied to the ESJPA for review and comment prior to commencement of THHWCF collections.

**Reuse and Recycling.** The Contractor shall provide for the screening and effective removal of reusable HHW received at facilities and events in cooperation with the ESJPA and member jurisdictions. Contractor will develop and implement a system, approved by the ESJPA, whereby the Contractor keeps track of all reusable HHW products. Information in said system shall include, but not be limited to, product name, hazard class, types of material/product, number of containers, quantity or amount in containers, avoided disposal costs. This information will be included in the Documentation Package.

**Documentation Packet.** The Contractor shall provide with each invoice and within 30 days of provision of services a Documentation Packet. Said Packet shall include all pertinent information pertaining to the individual program serviced and services rendered by Contractor, including but not limited to:

- personnel costs,
- equipment expenses,
- manifest and other shipping record copies signed as received by designated facility,
- waste profiles,
- a waste shipment summary with waste volumes collected and management methods,

- a THHWCF event summary and cumulative THHWCF event summary,
- a completed Form 303 quantifying waste collected for each program i.e. THHWCF events, PHHWCF, universal waste, loadcheck, recyclable HHW, and CESQG
- documentation and receipts,
- a summary of all reusable HHW collected
- the quantity and type of any wastes collected by the contractor and offered to another contractor or taken to another facility will also be quantified and included in the documentation packet.

**Advise on Facilities Construction and Operation.** Contractor may wish to provide ESJPA and member jurisdictions with guidance in the design, construction and operation of facilities. Any charges for these consulting services should be identified by Contractor and included in the Cost Proposal.

## SECTION 4. PROPOSAL CONTENT

Proposals are to be straightforward, clear, concise and specific to the information requested. Expensive bindings, colored displays, promotional materials, brochures, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content. Responses are to be in the sequence set forth in this Section of the RFP, and are to be numbered and labeled as set forth herein. In order for proposals to be considered complete, Proposers must provide all information requested on the forms (Exhibits) provided. Required supporting documentation should be included as attachments and should be appropriately identified and labeled.

The following must be included in the proposal in the order presented for the proposal to be considered complete. Please follow this format and number and label the sections of the proposal accordingly.

### **Format and Number of Copies**

**One original and four (4) copies** of the proposal are to be submitted. The original shall be so marked, be unbound, double-sided (preferred), and photocopy ready. Copies shall be bound with double-sided pages when appropriate. The proposals shall be printed on 8.5 inch by 11 inch paper with any oversize documents folded to 8.5 inch by 11 inch size and secured in the proposal. Proposals will be on paper containing post consumer recycled content with letters no smaller than 12 points (except for completed exhibits). All pages of the proposal must be numbered consecutively and sections clearly labeled according to their order in the RFP.

Proposals will be accepted in person or by mail delivered to the address on page 5 of this RFP. Proposals must be delivered in a sealed envelope or box. Only one set of the certified financial audit and the identified exhibits and **cost proposal** are required to be submitted with the original proposal. **Please note that Proposal review and ranking will be based on the hard copies provided.** One complete electronic copy of the cost proposal documents must be provided on a CD ROM in the format specified/provided by the ESJPA. **Proposers should maintain a backup copy of this disk.**

All proposals submitted in response to this request shall be deemed public records. If a Contractor desires to claim portions of its proposal exempt from disclosure, the Contractor shall clearly identify those portions with the word "Confidential" printed on the lower right-hand corner of the page (hard copy and electronic). The ESJPA will consider a Contractor's request for exemption from disclosure; however, the ESJPA will make a decision based upon applicable laws. An assertion by a Contractor that the entire proposal, or a large portion of such, is exempt from disclosure will not be honored.

The proposal and all attachments must be complete and free of ambiguities, alterations and erasures. In the event of conflict between words and numerals, the words shall prevail.

### **1. Cover Letter**

A letter signed by an officer or agent who is duly authorized to bind the company shall:  
1) Include a statement to the effect that the proposal constitutes a firm offer for at least one hundred eighty (180) days from the last day designated for receipt of proposals; 2) Contain the Proposer's unconditional acceptance of the performance obligations set

forth in the RFP; 3) Describe the Proposer's approach to service and understanding of the work to be done; 4) Warrant that the Proposer and all proposed subcontractors have the necessary permits, processes, capacity and knowledge to accept and legally handle the wastes identified by the Proposer in the Disposal Matrix of the proposal; 5) State any exceptions to the RFP and Sample Agreement (Section 5) by indicating the exception and the RFP page number, Section and paragraph number as applicable; 6) A statement verifying that all aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition (non-collusion affidavit). The cover letter shall also indicate the name, title, address, telephone number, fax number, and email address of the individual who will serve as primary contact during the period of the proposal evaluation.

## **2. Certified Financial Audit**

Submit with original proposal a complete audited financial statement for a one-year period prepared by an independent Certified Public Accountant or another equivalent statement source, or personal financial statement. The statement shall be no more than twelve (12) months old at the time of submission, and be prepared in conformity with generally accepted accounting principles. The above financial statement may be provided for parent company(ies) if not available for the primary or lead Contractor (Proposer).

## **3. Signed RFP Process Guidelines – Exhibit A**

Submit with original proposal a signed copy of the RFP Process Guidelines – Exhibit A. A copy of the signed Exhibit A should be included in the proposal copies.

## **4. Identification of Services Provided and Service Area – Exhibit B**

This RFP allows respondents to propose any combination of service options in any region of the state to serve ESJPA member jurisdictions. These service options include:

- operation of temporary household hazardous waste collection facilities or events (THHWCF),
- operation of permanent household hazardous waste collection facilities (PHHWCF),
- provision of loadcheck services,
- operation of programs for conditionally exempt small quantity generators (CESQG), and
- universal waste management services, and
- other as specified by waste type by Proposer.

Proposers must complete Exhibit B and describe in their proposals which of the various options and in which geographical regions they are proposing to provide services. Complete Exhibit B and include here with original and in all copies of the proposal.

## **5. Technical Proposal Requirements**

Proposers shall address the following sections of the Technical Proposal separately for each of the service options you are proposing to provide and have identified in

Exhibit B. However, if elements of one option are identical to that of another i.e. operations pertaining to a THHWCF and a PHHWCF, you may present a complete description in one section (THHWCF) and refer to that description in the other section (PHHWCF). Provide the required descriptions for each type of service offered in separate sections labeled accordingly.

Technical Proposal dialogue should assume that the THHWCF events as well as all other services will be conducted on an open participation basis. No appointments will be required for the household hazardous waste collections. However, CESQG, and PHHWCF programs should be described as being operated through an appointment system implemented by the Proposer and approved by the ESJPA or member jurisdictions. CESQG waste must be collected at a separate area or time than household wastes for both temporary events and permanent facilities,

Please address each of the following items for each service proposed.

1. Describe procedures, on-site and off, for preparation to conduct services, qualifying, scheduling, receiving, sorting, treating, packaging, inventorying, labeling and manifesting, and transporting wastes received from the public. This information should describe the responsibilities of all personnel including project managers, chemists and technicians, including site security and clean up.
2. Specify any requirements or restrictions the Proposer (or proposed subcontractors, transfer-storage-disposal-facilities (TSDF), waste management facilities and other handlers) has regarding the separation or commingling of universal waste, HHW, CESQG waste, and/or any other wastes that may be accepted.
3. Describe how each task listed in Section 3 subsection 4 of this RFP ("Contractor Responsibilities") will be accomplished.
4. Provide a detailed list of on-site equipment and supplies that will be made available by the Proposer under each of the service options proposed. This list should include all processing, fire prevention, safety, personal protective equipment, and other equipment as the Proposer deems suitable or necessary for the services proposed (see Exhibit E).
5. Identify the waste management facility(ies) that will receive each waste type handled. A primary and several back-up facilities may be named. Be sure to include the names of all facilities and hauling companies that may transport, store, burn for fuel, treat, incinerate, landfill, recycle or in any other way manage each waste type until the waste has reached its final disposition. Include the final disposal destination as well as any intermediary transfer facilities or TSDFs that the waste may be shipped to and the order and manner in which the facility is utilized.
6. Include a sample report that provides information on the services provided, waste streams managed, quantities of wastes received, management methods, number of customers/cars served, etc (see Documentation Packet, RFP Section 3, subsection 4) .
7. Identify the security instrument proposed pursuant to Section 5 - Sample Agreement, Paragraph 11 of this RFP.
8. Describe the timing and manner, and provide examples, of the way in which Proposer will confirm the final disposition of each waste type. ESJPA will

withhold payment of any amount of all invoices until manifests or bills of lading, signed by a representative of the designated TSD, are received by the ESJPA. Additionally, ESJPA will withhold 10% of invoice until a Certificate of Destruction or other proof of proper waste management for all waste is provided.

9. Include copies or other form of Certificates of Insurance in the Proposal that demonstrates the Proposer maintains insurance coverage as required in Section 5 - Sample Agreement, Paragraph 11 of this RFP.
10. Provide with the original cost proposal legible copies of all manifests, bills of lading, or other shipping/transportation documents from a recent (within the last 6 months) temporary HHW collection event. Please indicate on each document if the quantities (i.e. weight, gallons, etc.) are actual (weighed) or estimated.

## **6. Identification of Proposer, Subcontractors, and Waste Management Facilities**

1. For Proposer and each subcontractor, and any other person or entities that will in any manner handle the wastes or otherwise conduct any services described in this RFP (herein referred to as "subcontractors"), in 5 pages or less, list the following information:
  - Exact name and address of person/company;
  - Tasks to be conducted, services provided and regions (jurisdictions) served;
  - Company experience related to hazardous waste management in rural jurisdictions, especially in the area of Universal, HHW and CESQG wastes;
  - How many years the company has been in business under the present name and length of affiliation with Proposer (Please indicate previous affiliation if company has been in business less than 3 years);
  - The name, title, phone number, email, and fax number of the primary contact;
  - Number of years primary contact person has been with the company; and
  - Years of experience he or she has in providing this type of service.
2. Describe relevant technical experience of key personnel of both Proposer and subcontractors and a description of their professional background. Provide evidence of appropriate training for all key personnel to be used under this contract.
3. The Proposer and any potential subcontractors must hold current licenses and registrations, be permitted to handle, transport and receive the specified waste from the Programs, and be in good standing with the regulatory community. Provide copies of relevant permits, and registrations for Proposer and all proposed subcontractors.
4. Define company's ownership; list officers and principal stockholders; provide a managerial organizational chart under which proposed programs will be operated; identify the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Identify the Project Manager(s) proposed for each project (THHWCF, PHHWCF, CESQG, Loadcheck, and U-

waste if different Project Managers). Provide the primary or parent company's Federal Employer I.D. Number.

## **7. References & Compliance History**

1. Provide a chronological list of at least 3 current and 3 former clients, including any governmental agencies, especially rural, that you have serviced since 2004. Do not include industrial accounts. Reference information is to include:
  - Company or agency name
  - Contact person, title
  - Complete Contact & Company addresses
  - Company and contacts e-mail addresses
  - Telephone number(s) for company and/or contacts
  - Type of business or agency
  - Brief description of work performed and time frame(s) employed
2. For the Proposer and each of the proposed subcontractors, include copies of all notices of violations, administrative orders, or other enforcement actions taken by any regulatory agencies or litigation enacted during the past three (3) years. Also, provide copies of any letters of commendation or other awards of recognition.

## **8. Cost Proposal**

Compensation to Contractor for services rendered under the contract resulting from this RFP will be based on: 1) transportation and disposal costs and 2) cost for time and materials (actual labor, equipment and supplies used). CESQG will, at a minimum, pay the cost of disposal for their wastes.

A detailed Cost Proposal must be submitted **with the original proposal** in hard copy of the forms provided as well as on a CD ROM in the electronic format provided with this RFP. Electronic documents included with proposals should be provided in Word 2003, and/or Excel 2003 formats as appropriate. Please respond to the following items with as much detail as necessary, and include any related costs. To the extent that costs vary between service options, provide a separate clearly labeled Cost Proposal for each of the service options identified on Exhibit B. If the Cost Proposal is the same for each service option, clearly state that in the Cost Proposal. There is no need to provide duplicate Cost Proposals. Quoted prices must be listed on a per-unit basis as specified, including but not limited to, cost per drum, per foot/unit/case, per day, or per hour. Identify any cost savings or reductions that may be realized by the ESJPA including conducting milk run collections from neighboring counties.

As detailed in the following instruction for each Exhibit, provide the cost for the Contractor to furnish the necessary labor, equipment and supplies, transportation and disposal to conduct the services proposed. For ease of completion all Exhibits have been supplied in Microsoft Excel 2003 format.

Exhibits C-1, C-2, E, F and G are forms that will be used to establish rates under the contract. These Exhibits will serve as Attachment A to the Agreement for services resulting from this procurement. Exhibits D, E and F serve a dual purpose by providing information which allows a total cost analysis for conducting a THHWCF

event. Please refer to the following THHWCF Event Scenario when calculating the cost for labor, equipment and supplies, and transportation and disposal in the required Exhibits.

**Please fill in all applicable values, carry out extensions, and provide totals.**

Please double check your addition, multiplication and formulas as applicable. The hard copy of the cost proposal will be utilized in review and rating of the proposals. When completed, save each spreadsheet as a new file by adding your company name to the beginning of the existing file name (e.g. XYZ Specialists-ESJPA2009HHWRFPCostProposalExhibitsCthroughG.xls).

**Proposals emphasizing source reduction, reuse, recycling, and treatment/reclamation of the collected wastes will be given preference over proposals which substantially rely on incineration and/or landfill disposal of materials collected.**

**THHWCF Event Scenario**

In order to facilitate cost comparisons for the conduct the THHWCF events, a scenario for a hypothetical event has been provided. Proposers must complete the information on each of the Exhibits for the THHWCF event scenario described below. These Exhibits make up a scenario packet which is to be included in the Cost Proposal.

A THHWCF event was conducted on a Saturday at the Glenn County Landfill located at 5700 County Road 33, Artois, CA 95913 from 9 a.m. to 2 p.m. 311 vehicles were processed and 38,221 pounds of material was collected. Wastes collected are identified in Exhibit D.

Preliminary event set up was conducted for two (2) hours on the Friday before the event and completed two (2) hours prior to the start of the event on Saturday. The last of the Contractor's personnel left the site following the event on Saturday at 7:00 p.m.

The Contractor provided and set up all traffic control equipment including directional signing and site security, provided portable toilet facilities, and a pallet jack and forklift. One large tent (20 X 40) and three smaller canopies (10 X 10) were required for the waste collection/processing areas and were provided by the Contractor.

The contractor also provided staff to direct traffic, hand out informational material, and conduct surveys of the participants.

Given the event parameters and participation rates above, and with the waste quantities, management and packaging methods indicated in Exhibit D, Proposers shall complete the Exhibits as described in the following paragraphs to determine the total cost to conduct the THHWCF event.

## **Disposal Pricing & Disposal Cost Scenario**

**Exhibit C – Disposal Price Detail** - Exhibit C-1, the Disposal Matrix, shall be completed for each waste stream the Proposer will accept and manage. Instructions for the completion of Exhibit C are provided with the Exhibit. Additional waste streams and alternative management methods may be added at the end of the disposal matrix.

All prices per container/unit listed in the Disposal Matrix shall include only costs associated with transporting and disposing of the wastes.

Exhibit C-2, the Weights Matrix, shall be completed for each container size and with the weight of absorbent contained in each container type based on waste packaging method and waste management type.

### **Exhibit D – Packaging and Disposal Costs Scenario**

Given the number of pounds collected, preferred packaging and waste management methods for each waste type, Proposers shall complete each of the columns based on container size, type, number, and cost (corresponding with Exhibit C-1) needed to properly dispose of the collected waste and to determine the total cost of disposal for the hypothetical event.

## **Time and Materials Pricing & Scenarios**

### **Exhibit E - Equipment and Supplies Detail & Scenario**

Complete Exhibit E by providing in the “Unit Cost” column the price for each item listed. Add to bottom of the page a description and price for any additional equipment or supplies not already listed that it feels are necessary to appropriately conduct the services proposed.

Complete Exhibit E for the THHWCF event scenario by providing in the “Quantity Proposed” column the amount of equipment and supplies needed to conduct the THHWCF event in the scenario based on the amount of waste identified in Exhibit D.

### **Exhibit F – Labor Detail & Scenario**

In the “Conduct Event” table list hourly rates for all proposed employees, i.e. chemists, technicians, project managers in the straight time (ST) \$\$/Hr column. In the remaining columns enter the remaining values needed to conduct the hypothetical THHWCF event. Hourly rates should include on-site services only. Travel time is to be included in the “Mobilization” Section.

### **Exhibit F – Pre/Post Event Preparation**

In the “Pre/Post Event Preparation” table enter the type of personnel and remaining values to include office time needed to prepare for and complete the THHWCF event including QA/QC work, reporting, loading/unloading trucks, advance preparation of manifests, bills of lading, and/or universal waste forms.

### **Exhibit F - Mobilization**

In the "Mobilization" table fill in any fixed mobilization charges or cost for mobilization of employees (drive time and/or mileage). If personnel will be carpooling, only indicate the mileage for those employees driving. Fill in the dollar amounts for daily meals and lodging required to complete the THHWCF event scenario.

### **Exhibit F – Staff Requirements**

Provide on this table for each size event the number of personnel of each type needed to conduct the event based upon ranges of vehicles using a program. Indicate in the last row the percentage of Contractor's own employees utilized (rather than subcontracted personnel).

## **Total Scenario Costs and Cover Sheet and Additional Costs/Discounts**

**Exhibit F - Collection Event Cost Scenario Total** – Calculate total disposal, labor and supplies costs. Proposer must fill in the space provided any additional costs not provided on Exhibits D, E and F i.e mobilization, security, etc..

**Cost Proposal Cover Sheet and Additional Costs** – Attach a cover page to the hard copy of the Cost Proposal which identifies the following:

- a) Name of Proposer, name of contact person for Cost Proposal if different from contract provided in Cover Letter.
- b) Any additional costs that may be charged that are not listed above or provided in the Exhibits.
- c) Any additional costs for profiling, hazardous waste identification, and handling any special wastes that may be received at an event but are not listed in the Disposal Matrix.
- d) Identify the security instrument proposed and the costs, if any, for provision of said security instrument as specified in Section 5, (Sample Agreement) Paragraph 11 of this RFP.
- e) Identify in this section any discounts or other cost saving measures the Proposer will make available to the ESJPA or its members.
- f) Identify any revenues the ESJPA or its members may receive from Covered Electronic Devices or other sources.

## SECTION 5 – SAMPLE AGREEMENT

### HAZARDOUS WASTE MANAGEMENT SERVICES AGREEMENT

July 31, 2009

This Agreement, dated this \_\_\_ day of \_\_\_\_\_, 2009 is by and between \_\_\_\_\_ hereinafter referred to as the "Contractor", and the Rural Counties' Environmental Services Joint Powers Authority, a political subdivision of the State of California, hereinafter the "ESJPA", who state as follows:

WHEREAS the ESJPA desires to conduct a Hazardous Waste Collection Program to provide a safe, convenient place where citizens of ESJPA member jurisdictions can deliver household and business hazardous wastes for disposal, and

WHEREAS the ESJPA desires to hire a professional contractor knowledgeable and experienced in conducting such a waste disposal program, and

WHEREAS the Contractor has represented that it is staffed with personnel knowledgeable and experienced in conducting such a waste collection and disposal program.

Now, therefore, in consideration of the mutual promises and benefits of this Agreement, the ESJPA and the Contractor agree as follows:

1. Definitions As used in this agreement, the following terms shall have the respective meanings indicated:

"Program Manager" shall mean the ESJPA's Program Manager or designee.

2. Term of Agreement This Agreement shall commence on \_\_\_\_\_, and continue through \_\_\_\_\_, unless extended or terminated as provided in the Agreement. The Agreement may be extended for two one-year periods upon written agreement by the parties not later than January 1 of each year the Agreement would otherwise expire.

3. Scope of Services The Contractor shall perform in a good and professional manner the services described in the ESJPA's Request for Proposal dated June 12, 2009, and in **Attachment A** to this Agreement, which may contain modifications to the services set forth in the Request for Proposals. Any conflict among these documents shall be resolved by reference to the documents in the following order:

1. This agreement, without reference to other documents;
2. ESJPA's Request for Proposals;
3. Attachment A;
4. Contractor's Proposal

A. The Contractor shall have present at service locations employees or agents of the Contractor as described in the Request for Proposals trained in the identification and management of universal, hazardous, and acutely hazardous wastes (collectively "Wastes") as defined by Code of Federal Regulations titles 10, 29, 40 & 49 and California Code of Regulations titles 8, 13, & 22 and other applicable regulations, and such materials and equipment in sufficient quantities as are necessary to handle, segregate, containerize, label, load and transport such Wastes from within the ESJPA in a manner conforming to federal and state laws and regulations.

B. The Contractor shall accept Wastes, for transportation and disposal only from such individuals as are designated by the Program Manager present at the site as being residents of ESJPA member jurisdictions, or previously qualified CESQG, and only in such amounts as are approved by the Program Manager.

Such amounts shall conform to Federal regulations and State regulations including Permit By Rule (PBR) guidelines and applicable variances.

C. The Contractor, at its option, may reject for disposal the following wastes:

Large Compressed Gas Cylinders, Explosives or Shock Sensitive Materials and Ammunition, Radioactive Materials, Infectious or Biologically Active Materials, and Dioxin materials and pentachlorophenol from CESQG.

D. Contractor will assume responsibility for additional costs incurred in the handling of Wastes which are rejected at the disposal facility due to improper screening, identification, packaging, or facility acceptance limitations.

E. In relation to the collection of wastes from Conditionally Exempt Small Quantity Generators (CESQG) the Contractor shall:

1. Conduct the CESQG collection, on a by-appointment basis, as indicated in Attachment "A".
2. Provide each CESQG an inventory form, approved by the ESJPA, for completion by the CESQG, listing at a minimum, the types, quantities and size container of the Wastes to be delivered and collected. The form shall also include a column for the Contractor to designate the drum number in which the Contractor ultimately packs those Wastes. Such inventory form shall be provided to each CESQG which has made an appointment to participate in the collection prior to commencement of transport of Wastes to the collection event. Originals of the completed inventory forms shall be provided to the Program Manager.
3. Assist with any approval needed for acceptance of CESQG wastes.
4. Provide a written advisement, as approved by the Program Manager, to each participating CESQG in regards to information, which, at a minimum, references applicable federal and state transportation requirements, including but not limited to Department of Transportation (HM-181/HM-126) regulations, to insure the safe and legal transportation of Wastes. The advisement shall be provided to each CESQG which has made an appointment to participate in the collection prior to commencement of transport of Wastes to the collection event.

4. Additional Services The parties mutually acknowledge and agree that extra services which may be required of Contractor may include, but not be limited to, Contractor operating Permanent HHW Collection Facilities (PHHWCF), conducting curbside HHW pick up, handing or otherwise managing Recyclable Household Hazardous Wastes and Universal Wastes as defined in law. In such case, the Contractor may wish to or be required to enter into a separate agreement with entities identified by the ESJPA including member jurisdictions.

Contractor expressly understands and agrees that it shall not undertake any additional work, nor shall Contractor be entitled to any additional compensation under this Agreement, unless and until an amendment to this agreement is formally approved, if deemed necessary, in writing, by the Program Manager or his designee.

5. Time of Performance Upon execution of this Agreement by the ESJPA, the Contractor shall begin the services to be performed under this Agreement and shall undertake such services to assure readiness for and their successful completion. All Wastes received at THHWCF's must be removed from the sites within six hours after termination of the household hazardous waste collection event. If complete removal is not possible at that time the Contractor shall provide security and supervision for said wastes and must have them removed within 18 hours after sunset the day of the household hazardous waste collection event or as otherwise specified by any agreement between the ESJPA or any member jurisdiction and owner of said site.

6. Termination.

A. Termination without Cause. Either party may terminate this Agreement without cause by giving the other party thirty (30) days prior written notice, provided that such termination shall be without prejudice to any other remedy either party may have.

B. Termination for Cause. ESJPA may terminate this Agreement for cause upon written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement by Contractor, (b) violation by Contractor of any applicable laws, (c) assignment by Contractor of this Agreement without the written consent of ESJPA pursuant to paragraph 23 (d) failure to provide services in a satisfactory manner, or (e) unavailability of funds. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.

C. In the event of termination, Contractor will deliver to ESJPA copies of all reports and other work performed by Contractor under this Agreement and upon receipt thereof, Contractor will be paid for services performed and reimbursable expenses incurred to the date of termination as described below.

The ESJPA will not be obligated to pay any compensation to Contractor upon termination except for those services rendered or expenses incurred under this Agreement up to the time that the Contractor received written notice of termination. Payment for said services shall be based, insofar as possible on the amounts established in this Agreement, or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage of work actually completed.

7. Excuse of Performance The ESJPA's obligation to provide Wastes or the opportunity for the Contractor to provide services and the Contractor's obligation to accept for servicing any waste pursuant to this Agreement may be suspended by either party in the event of: act of God, war, riot, fire, explosion, accident, flood, terrorism, sabotage; compliance with governmental requests, laws, regulations, orders or actions; revocation or modification of governmental permits or other required licenses or approvals; national defense requirements or any other event beyond the reasonable control of such party; which event prevents the delivery, transportation, acceptance, treatment, recycling, incineration, or disposal of the Wastes. The ESJPA will not be obligated to pay any compensation to the Contractor in the event performance is suspended except for those services rendered or expenses incurred under this Agreement up to the time that the Contractor received written notice of suspension. Payment for said services shall be based, insofar as possible on the amounts established in this Agreement, or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed of the percentage of work actually completed.

8. Compensation and Payment.

A. The ESJPA shall compensate the Contractor for services provided under this agreement as follows:

1. Contractor will be compensated for services provided under this Agreement in accordance with the rate schedule provided in **Attachment "A"**. Unless otherwise stated, the Contractor agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the ESJPA.
2. Contractor will provide ESJPA with invoices following each collection event or provision of service which shall be accompanied by a detailed summary of activities conducted, waste inventories, management methods and copies of hazardous waste manifests signed as received by the designated facility, a completed Form 303, and a breakdown of costs for labor, equipment, supplies, transportation and disposal.
3. Within 30 days of receipt of the invoice and the documentation packet, the ESJPA shall pay 90% of total. The balance of the invoice shall be paid within 30 days of receipt of all applicable bills of lading and Certificates of Disposal or Certificates of Recycling from approved final disposal or treatment sites.
4. Compensation paid under this agreement shall not exceed One Hundred Seventy Five Thousand Dollars (\$175,000) in any twelve-month period without prior written approval from the ESJPA.

B. No payments described in subparagraph (a) (3) above shall be made until the completion, receipt, and acceptance by the Program Manager of the following:

1. Submittal of copies of required transportation and disposal permits and variances in advance of providing services.
2. Collection site clean up relevant to the Contractor's operation and responsibility.
3. Copies of signed manifests for the collected Wastes.

The Program Manager is responsible for notifying the Contractor of any questions concerning an invoice.

9. Generator Each jurisdiction generating the Wastes shall be deemed to be the "Generator", for record keeping and paperwork purposes, of all Wastes accepted by the Contractor from residents and CESQG from within the ESJPA member jurisdictions.

10. Licenses The Contractor certifies that on the day of collection, it will have:

- A. Valid Environmental Protection Agency ("EPA") identification numbers for transportation of hazardous and acutely hazardous wastes;
- B. Valid Department of Transportation permit(s) for transportation of hazardous wastes;
- C. Applicable California Department of Toxic Substances Control Permit By Rule for temporary household hazardous waste collection facility approvals on behalf of the ESJPA and/or member jurisdiction;

11. Indemnification, Insurance, and Hold Harmless

Contractor shall indemnify, defend and hold harmless ESJPA, its officers, directors, agents, attorneys and employees from any and all claims, causes of action, damages and losses, whether in law or equity (collectively, "**Claim**") arising from or related to the services performed by Contractor under this Agreement or accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies, in connection with Contractor's willful misconduct or negligent acts or omissions in the performance of Contractor's duties and services hereunder.

ESJPA shall promptly notify Contractor of any Claim made in connection with the performance of services rendered hereunder.

The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the ESJPA as may be required by the Program Manager of the ESJPA.

The Policies or certificates thereof shall provide that thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Program Manager of the ESJPA by registered mail, return receipt requested, for all of the following stated insurance policies.

- A. Commercial General liability insurance policy in the amount of not less than one million dollars (\$1,000,000.00) per occurrence, and not less than two million dollars (\$2,000,000.00) in the aggregate, from a carrier admitted in the State of California with a Best rating of not less than A-, VIII;
- B. Comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of not less than one million dollars (\$1,000,000.00) from a carrier admitted in the State of California with a Best rating of not less than A-, VIII;
- C. Worker's Compensation Insurance as may be required by the California Labor Code for coverage A (statutory limits) and not less than one million dollars (\$1,000,000.00) for coverage B (employer liability limits) from a carrier admitted in the State of California with a Best rating of at least B+, VIII;
- D. Environmental Impairment Liability for sudden accidental occurrences, for ESJPA and member jurisdiction's facilities (To Be Determined) - \$5,000,000 per occurrence, \$10,000,000 annual aggregate.
- E. MCS-90 Endorsement for hazardous materials transportation - \$1,000,000.

All such policies shall remain in force during the term of this Agreement and shall be payable on a "per occurrence" basis unless otherwise accepted in writing by the ESJPA, and shall be in form acceptable to the ESJPA and its insurance advisers. The ESJPA, member jurisdictions, and agents shall be named as an "additional insured" on any policy, under this Section, as may be requested by the ESJPA, and Contractor shall provide certificates of insurance and any endorsements required signed by Contractor's insurer prior to the commencement of Contractor's services hereunder. Any such policies or endorsements shall provide for thirty (30) days prior notice to the ESJPA in the event of any termination or reduction in coverage of such insurance.

If at any time any of the said policies shall be reasonably unsatisfactory to the ESJPA, as to form or substance or if a company issuing such policy shall be reasonably unsatisfactory to the ESJPA, the CONTRACTOR shall promptly obtain a new policy, submit the same to the Program Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the ESJPA may be forthwith declared suspended, or terminated.

Failure of the CONTRACTOR to obtain and/or maintain any required insurance shall not relieve the CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification.

The Contractor shall provide within three days before each event outlined herein, a letter of credit, cash, certificate of deposit, or performance bond, as approved by the Program Manager, issued by a surety in the amount of \$25,000 made payable to the ESJPA, as security for the performance of this agreement, which shall be returned upon written verification of receipt and acceptance of all Wastes at designated disposal facilities.

Nothing contained herein shall be construed as or constitute a limitation of Contractor's liability or Contractor's responsibility in law or equity to indemnify and hold harmless from any and all claims, damages, losses and expenses that may arise by reason of Contractor's willful misconduct or negligence, and all remedies provided hereunder shall be cumulative with all other remedies under law or equity.

12. Title to Waste Title to all identified Waste accepted by the Contractor at the sites from residents or businesses of participating member jurisdictions for transport and disposal by the Contractor shall pass directly from such residents or businesses to the Contractor at the time of its acceptance.

13. Warranty The Contractor warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property and the environment by the transportation, treatment and disposal of Wastes. The Contractor further warrants that it will perform all services under this Agreement in a safe, efficient, and lawful manner using industry-accepted practices, and in full compliance with all applicable state and federal laws and regulations.

14. Independent Contractor The Contractor is and shall perform this agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the ESJPA or its member jurisdictions.

15. Modification No modification of this Agreement shall be binding on the Contractor or the ESJPA unless set out in writing signed by both parties.

16. Headings The titles of the paragraphs of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting the provisions of this Agreement.

17. Completeness of Agreement This Agreement and any documents incorporated by reference herein contain all the terms and conditions agreed to by the ESJPA and the Contractor, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. When Rights and Remedies Not Waived In no event shall the making by the ESJPA of any payment to the Contractor constitute or be construed as a waiver by the ESJPA of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the ESJPA while any such breach or default exist shall in no way impair or prejudice any right or remedy available to the ESJPA with respect to such breach or default. Any waiver by either party of any provision or condition of this Agreement shall not be construed or decreed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing by the party to be bound.

19. Personnel The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. The Contractor shall notify of any intent and obtain approval from the Program Manager at least 10 days prior to the use of any subcontractor(s), waste management facilities, or other handlers not previously identified in the Contractor's proposal. Contractor shall provide the information requested in Section 4 of the RFP for each newly proposed subcontractor, waste management facility, or other handler. The Contractor is and shall perform this

agreement as an independent contractor, and as such, shall have and maintain complete control over all its employees and operation.

20. Non-Discrimination Provisions During the performance of the Agreement, the Contractor agrees as follows:

a. No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code and every Contractor for public works violating this section is subject to all penalties imposed for violations to this chapter.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Paragraph.

21. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California without regard to choice of law if an action is brought in California based on activities outside of California. Any action to enforce or interpret the terms of this Agreement shall be brought in Sacramento County, CA..

22. Assignment The ESJPA and the Contractor bind themselves and any successors and assigns to this Agreement. The Contractor shall not assign, subcontract, or transfer its interest in this Agreement without written consent of the ESJPA. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the ESJPA, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the ESJPA and the Contractor.

23. Warranty of Authority If the Contractor is a corporation, the undersigned officer of the corporation warrants the officer has been granted authority by the corporation, as required by its organizational documents, to execute this agreement on behalf of the contractor.

24. Attorneys' Fees and Costs. In the event legal action is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to its attorneys' fees and costs, in addition to any other relief to which that party may be entitled. This provision for the recovery of attorneys' fees and costs shall be construed as applicable to the entire agreement.

25. Miscellaneous Provisions.

A. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

B. Contractor's Qualifications. Contractor covenants that he is competent to provide the services required hereunder and is licensed and qualified as necessary to perform such services in California and/or as provided herein. Contractor covenants that he will comply with all applicable federal, state and local laws affecting services provided hereunder.

C. Records and Audit. Contractor shall maintain current and complete books and records relating to this Agreement, including, but not limited to, documents supporting all bids, income and expenditures. Books and records kept shall be

original entry books with a general ledger itemizing all debits and credits for work performed hereunder. In addition, where applicable, Contractor shall maintain detailed payroll records including subsistence, travel and field expenses, and canceled checks, receipts and invoices for all such items. Contractor's documents, books and records shall be retained for at least five years from the date of completion of this Agreement, and Contractor shall permit access to audit its books, accounts and records relating hereto, and such records of all business entities controlled by Contractor who participated in the performance of this Agreement. Any audit by ESJPA may be conducted on Contractor's premises, or at the option of ESJPA, Contractor shall provide all such records to ESJPA for such audit elsewhere. Contractor shall refund any moneys erroneously paid; if Contractor has erroneously billed for an amount exceeding 5% of the compensation paid hereunder, Contractor shall also be liable for the cost of audit in addition to any other penalty.

- D. Cooperation. The Parties shall cooperate with each other in the performance of their respective obligations hereunder. ESJPA's Contract Manager for the purpose of any approvals or requests hereunder is Greg Norton or his designee; Contractor's representative for the purpose of any approvals or requests made hereunder shall be [NAME].
- E. Entirety, Amendments. This Agreement supersedes any and all other agreements, oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied or referred to herein, and that no other agreement, statement, or promise not contained or referred to in this Agreement shall be valid or binding.

This Agreement is entire as to all of the performances to be rendered under it. Breach of any of the performances to be rendered by Contractor shall constitute a breach of the entire Agreement and shall give ESJPA the right to terminate this Agreement. ESJPA's breach of any of the obligations created by this Agreement shall constitute a breach of the entire Agreement and give Contractor the right to terminate this Agreement.

No amendment or modification of the provisions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

- F. Disclosure. Contractor agrees to make any necessary disclosures or filings required of Contractor under the California Government Code, if applicable.

26. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient and deemed received if sent by the parties in the United States mail, postage paid, to the address noted below:

If to the ESJPA:

Rural Counties Environmental Services JPA  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attention: Program Manager

Via Facsimile Transmission at: (916) 448-3154  
Via E-Mail to: mpitto@rcrcnet.org

If to the Contractor:

(ADDRESS BLOCK LEFT OFF TO CONSERVE SPACE)

Documents may also be sent by facsimile transmission, and an accurate transmission record shall constitute conclusive evidence of receipt.

Wherefore, the parties hereto have executed this Agreement as of the date set forth above.

(SIGNATURE BLOCK LEFT OFF TO CONSERVE SPACE)

## SECTION 6 - EVALUATION CRITERIA

The ESJPA reserves the right to waive minor informalities in proposals, to reject any and all cost proposals, to evaluate alternative methods or proposals, and to award this Agreement to the respondent whose proposal is deemed to be in the best interest of the ESJPA, irrespective of individual or aggregate quantitative tallies. Each proposal received will be evaluated based on the following criteria.

### **MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION:**

**Financial Stability** PASS FAIL

- Evaluation of audited financial statements.  
Demonstrated record and capability of consistent and accurate financial reporting.

**Proposal Requirements Met** PASS FAIL

- Proposal contains all required information as specified in the RFP and any addenda.

**Required Permits Current and in Good Standing** PASS FAIL

- Waste haulers and hauling subcontractors:  
DTSC hazardous waste hauling certification, DMV hazardous waste hauling registration, etc.
- Arrangements with Waste Management Facilities:  
Part B permit or variance, air, NPDES, POTW industrial discharge permits, others as applicable

### **SELECTION CRITERIA FOR ELIGIBLE PROPOSALS:**

**References, Experience, Reputation, Compliance** **(30%)**

- Experience in Rural Jurisdictions managing HHW and U-waste Programs according to California state regulations and guidelines
- Reputation based on current and past references
- Demonstration of compliance with federal, state and local requirements for operations and proposed facilities

**Waste Management Services** **(40%)**

- Degree of ESJPA liability in proposed waste handling methods and facilities
- Depth of service (waste streams/programs proposed and number of counties served)
- Ability to facilitate timely conduct of programs and removal of all wastes
- Ability to maximize waste packaging
- Percentage of Contractor employees utilized

**Costs** **(30%)**

**GRAND TOTAL:** **100%**

## SECTION 7 – ESJPA FACILITIES AND WASTE VOLUMES

The following information is presented to allow Proposers to get an idea of the potential amount HHW available and the scope of services that may be provided to ESJPA member jurisdictions. Please note that seven (7) of the twenty-two (22) ESJPA member jurisdictions did not report any 303 data in this period. The ESJPA does not guarantee that this amount of wastes will be available for future collection nor that all ESJPA members will participate in this Agreement.

### Waste Volumes

<b>Form 303 - FY 2006-2007</b>	
<b>Waste Category</b>	<b>Pounds Collected</b>
Flammable Solids/Liquids	283,381
Bulked Flammable Liquids	115,575
Oil-based Paints	661,149
Poisons	140,426
Reactive	226
Inorganic & Organic Acid	32,685
Inorganic & Organic Base	31,934
Oxidizers, Peroxides Ox Acids and Bases	13,079
Other PCB Waste Ballasts	23,915
Antifreeze	80,452
Lead Acid Batteries	880,070
Latex Paint (Recyclable)	602,528
Motor Oil	588,424
Oil Filters	28,768
Asbestos	88,059
Mercury Containing Thermostats, etc.	737
Mercury Containing Waste, other	95
Lamps	74,566
Rechargeable Batteries	45,804
Other Batteries	114,069
Covered Electronic Devices	3,231,758
Universal Waste Electronic Devices	1,030,022
Non-Empty Aerosol Containers	22,517
Other Universal Waste	153
Home Generated Sharps	4,052
Compressed Gas Cylinders	19,455
Non UW Aerosol Containers	30,768
Other	74360
<b>TOTALS</b>	<b>8,219,027</b>

County	PHHWCF	Recycle Only	Registered Collector CED's
Alpine			
Amador	1	2	
Butte	2 County, 2 City		Yes
Calaveras	1	5 (no paint), 1 Oil and Antifreeze only	Yes
Colusa		Ag oil	Yes
Del Norte	1	1	Yes
El Dorado	3	1	
Glenn	1		Yes
Imperial	2		
Inyo	4		Yes
Lassen	5 Pending		
Madera	1		Yes
Mariposa	1 Pending	2	Yes
Modoc	4		Yes
Mono	1	1	
Nevada	1		Yes
Plumas		8	
Sierra		5	Yes
Siskiyou	1 not operational	4	Yes
Tehama	2		
Trinity			Yes
Tuolumne	1 Pending	1	Yes
<b>Total</b>	<b>25</b>	<b>31</b>	<b>14</b>

The following facilities/locations are primary to this procurement. Proposers are responsible for calculating the mileage to and from these facilities for the purposes of completing the Cost Proposal. Transportation from these, and additional ESJPA facilities, is to be submitted on a per mileage rate. Proposers may be requested to conduct "milk run" collections from multiple counties and Proposers should provide per diem pricing for staff and other costs associated with proposed service.

County	Facility	Location	Date
Butte	PHHWCF - 6714 HH/Yr	PHHWCF 1101 Marauder St, Chico	Ongoing
	LF - Loadcheck	Neal Rd. Landfill 1023 Neal Road, Chico	Ongoing
	U-Waste/Oil	Neal Rd Landfill 1023 Neal Road, Chico	Ongoing
Colusa	U-Waste - new	Maxwell Transfer Station 3856 Old Highway 99, Maxwell	Ongoing
	TS - Loadcheck	Maxwell Transfer Station 3856 Old Highway 99, Maxwell	Ongoing
	LF - Loadcheck	Stonyford Landfill Lodoga/Stonyford Rd, Stonyford	Ongoing
	THHWCF - 50 cars	City of Arbuckle - TBD	Spring 2010
	THHWCF - 50 cars	City of Williams - TBD	Spring 2010
	THHWCF - 100 cars	City of Colusa - TBD	<b>August 15, 2009</b>
Glenn	PHHWCF - new	Glenn County Landfill 5700 County Road 33, Artois	Ongoing
	LF - Loadcheck	Glenn County Landfill 5700 County Road 33, Artois	Ongoing
	THHWCF - 150 cars	Glenn County Landfill 5700 County Road 33, Artois	<b>August 15, 2009</b>

# EXHIBITS

EXHIBIT A – RFP Process Guidelines

EXHIBIT B – Services Provided and Service Area

EXHIBIT C – Disposal Pricing Matrix

EXHIBIT D – Disposal Pricing Scenario

EXHIBIT E – Equipment Pricing & Scenario

EXHIBIT F – Labor Pricing & Scenario

EXHIBIT G – CESQG Pricing

EXHIBIT H – Submittal Checklist

## EXHIBIT A – RFP PROCESS GUIDELINES

**This Form is to be Completed and Included with Original Proposal only**

This procurement will be conducted under the following policy guidelines designed to ensure process integrity.

1. All RFP-related contact with the ESJPA prior to the release of the recommendation on the award of contract shall be made solely in writing (including e-mail) through the Project Manager. NO phone calls.
3. All written communication should be transmitted by regular mail, electronic mail or FAX. Return-receipt or U.S. certified mail is recommended for regular mail. FAX to the ESJPA, Attention: Project Manager at (916) 447-4806 or via secure e-mail at kgarrett@rcrcnet.org.
4. The ESJPA requires that Proposers submit their questions concerning this RFP in writing to the Project Manager no later than Friday, June 19, 2009 at 4:00 p.m. The ESJPA will have discretion to accept questions after this time. Within a week, an addendum will be prepared that will address the questions received. It will be mailed to Proposers who were originally mailed the RFP or requested the RFP from the ESJPA. It shall be the Proposer's responsibility to make inquiry as to any addendum issued. All addenda shall become part of the RFP and the contract documents and all Proposers are bound by such addenda, whether or not received by the Proposer.

Any evidence that indicates that a Proposer has failed to comply with these guidelines may result in that Proposer's disqualification. The ESJPA reserves the sole right to disqualify any Proposer at any point in the process prior to contract award for failure to comply with this document or any other conditions of the RFP.

A signed copy of this document must be submitted along with a proposal (a copy should be retained by the Proposer).

The following firm intends to participate in is procurement and will follow the above-stated guidelines throughout the process.

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**Company**

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**Name of Company Representative**

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**Title of Company Representative**

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**Signature**

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**Date**

## EXHIBIT B – Services Provided and Service Area

This Form is to be Completed and Included with Proposal

Proposer \_\_\_\_\_

Please check the box below to identify which services you are proposing to provide in this proposal.

- Temporary Household Hazardous Waste Collection Facilities/Events (THHWCF)
- Permanent Household Hazardous Waste Collection Facilities(PHHWCF)
- Loadcheck Services
- Conditionally Exempt Small Quantity Generator Services (CESQG)
- Universal Waste Management Services (specify) \_\_\_\_\_

- Other (specify) \_\_\_\_\_

Please check the box(es) for the jurisdictions in which you can provide the services checked above.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> All Counties     | <input type="checkbox"/> Glenn County    | <input type="checkbox"/> Nevada County   |
| <input type="checkbox"/> Alpine County    | <input type="checkbox"/> Imperial County | <input type="checkbox"/> Plumas County   |
| <input type="checkbox"/> Amador County    | <input type="checkbox"/> Inyo County     | <input type="checkbox"/> Sierra County   |
| <input type="checkbox"/> Butte County     | <input type="checkbox"/> Lassen County   | <input type="checkbox"/> Siskiyou County |
| <input type="checkbox"/> Calaveras County | <input type="checkbox"/> Madera County   | <input type="checkbox"/> Tehama County   |
| <input type="checkbox"/> Colusa County    | <input type="checkbox"/> Mariposa County | <input type="checkbox"/> Trinity County  |
| <input type="checkbox"/> Del Norte County | <input type="checkbox"/> Modoc County    | <input type="checkbox"/> Tuolumne County |
| <input type="checkbox"/> El Dorado County | <input type="checkbox"/> Mono County     |  |

List below any services and the jurisdictions in which you can not provide or the provision of services may be limited with a brief explanation for each. Attach additional sheets if necessary.

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**EXHIBITS C, D, E, F & G  
ARE PROVIDED ELECTRONICALLY  
COMPLETE EACH EXHIBIT, PRINT EACH ONE OUT AND  
INCLUDE HARD COPY AND ELECTRONICALLY WITH COST PROPOSAL**

## EXHIBIT H

### SUBMITTAL CHECKLIST

- Written Questions 4 p.m. on Friday, June 19, 2009
- Proposals – One (1) Original and four (4) copies submitted by 4:00 p.m. on Monday, July 13, 2009 (hard copies and electronic on CD)
- Cover Letter
- Certified Financial Audit (one with Original Proposal)
- Technical Proposal consisting of:
  - Procedures description
  - Profiles, variances, restrictions descriptions
  - Execution of Contractor's responsibilities description
  - Equipment & supplies description
  - Disposal facilities identification
  - Event report description
  - Security instrument description
  - Certificate of disposal process description/samples
  - Copies of Certificates of Insurance
- Identification of Proposer, Associates, Subcontractors
- References
- Exhibit A – Signed RFP Process Guidelines
- Exhibit B – Services and Service Area
- Cost Proposal (One hard copy and CD ROM with Original proposal) consisting of:
  - Exhibit C-1 - Disposal Pricing Matrix
  - Exhibit C-2 - Weight Matrix
  - Exhibit D - THHWCF Disposal Cost Scenario
  - Exhibit E - Standard Equipment & Supplies Pricing & Scenario
  - Exhibit F - THHWCF Event Scenario & Labor Detail
  - Exhibit G - CESQG Pricing
- Exhibit H – Submittal Check List