

REQUEST FOR SERVICES

Androscoggin Valley Council of Governments is soliciting proposals for the collection of universal waste/e-waste at transfer stations and recycling facilities throughout our region consisting of select Member Communities in Androscoggin, Franklin, and Oxford Counties.

Please provide pricing for the collection of all universal waste/e-waste items including but not limited to CRT monitors and televisions; printer/fax/scanner; CPUs/laptops; hard drives; cell phones; miscellaneous electronics; straight fluorescent lamps; all CFL lamps; HID/Sodium lamps; broken lamps; UV Lamps/4 ft coated fluorescent lamps; halogen/incandescent light bulbs; PCB Ballasts; non-PCB ballasts; lead acid batteries; NICD/NIMH batteries; alkaline batteries; lithium ion batteries; lithium/mercury/silver oxide/button cell batteries; smoke detectors; mercury devices; Freon items (dehumidifier, refrigerator, etc.)

Please provide the following in your response.

- Fees for and/or exceptions for sorting, packing and loading services;
- Packing materials, you will provide for storage—be specific;
- Your current licenses to operate as required by state and federal agencies;
- An approximate response time for pick-up once notified of the need.

One copy of the Universal waste collection proposals should be placed in an envelope marked "Proposal UW19", sealed, and mailed or hand carried to Androscoggin Valley Council of Governments, 125 Manley Road, Auburn, ME 04210. The proposals will be accepted until **JUNE 13, 2019 at 3:00 PM**.

If you have any questions, please contact Becky Secret, Environmental Planner, at Androscoggin Valley Council of Governments, (207) 783-9186, Ext. 225 or 207-318-4217 (Cell).

Androscoggin Valley Council of Governments reserves the right to accept or reject any or all proposals in total or in part as it may deem in the best interest of its members and to negotiate a contract with the selected vendor for work starting immediately and continuing for the following year.

ANDROSCOGGIN VALLEY COUNCIL OF GOVERNMENTS,



Becky Secret, Environmental Planner

June 6, 2019

**REQUEST FOR SERVICES
(hereinafter referred to as "RFS")
ANDROSCOGGIN VALLEY COUNCIL OF GOVERNMENTS
UNIVERSAL WASTE/E-WASTE COLLECTION**

INFORMATION FOR PROPOSERS

Androscoggin Valley Council of Governments (hereinafter referred to as "AVCOG") is hereby soliciting proposals from qualified contractors to provide all personnel, equipment, packaging materials, transportation and related services for universal waste/e-waste collection.

Overview

Many transfer stations and recycling facilities accept universal waste/e-waste from residential generators and some accept from commercial generators. Some also accept other electronics. The successful contractor will take responsibility for the proper handling, transportation, and management of universal wastes collected from member facilities.

Wastes will be handled in accordance with Maine Law and rules promulgated by the Maine Department of Environmental Protection. For all waste including electronic waste not covered by the rules, AVCOG strongly prefers the maximum dismantling of components for recovery, reclamation, and separation towards reuse as the recycling/treatment method.

Procedures

Proposers will provide a price quote as requested on the Cost Proposal Form and may provide an alternative pricing structure including alternatives outlined below.

Work requests generated by AVCOG for facilities shall indicate an estimated quantity and description of the waste to be collected, needed packing materials, availability of loading equipment on site, and whether any packaging of waste will be required upon collection. Work requests (which will be placed by telephone, fax, or e-mail) will indicate a desired pick-up date and timeframe, whereupon the Contractor must contact AVCOG within 24 hours of a work request to schedule an arrangement for pick-up. All pick-ups need to be within fourteen days of the work request; otherwise, the contractor must notify AVCOG and the facility 48 hours prior to the pre-arranged pick-up to arrange for an alternative pick-up date and time.

Prices set by the proposer shall remain firm through the duration of the contract period, which may be renegotiated for a period of up to two years. Pricing will include pick-up, sorting and packaging as needed, labeling, transportation, and all other applicable charges.

AVCOG and the generating facility must be provided with specific documents for records retention. The generating facility must be provided with an accurate bill of lading upon collection from the facility. The bill of lading shall be signed by the facility representative and the person collecting the UW. AVCOG shall be provided with a bill, a copy of the bill of lading, and a certificate of recycling.

Billing Procedure

The Consolidator must submit an invoice within 30 days of the pick-up date. Invoices are to be sent to AVCOG and we will forward to municipalities. The requesting party will be the

responsible entity for invoice payment. Invoices submitted by the Consolidator must include a signed Uniform Bill of Lading (UBOL) and signed Certificate of Recycling (COR).

Facility Participation

Transfer stations and recycling facilities throughout our region consisting of select Communities in Androscoggin, Franklin, and Oxford Counties.

GENERAL INFORMATION

Terms of Agreement with Successful Proposer

Once a contractor has been selected, AVCOG may negotiate additional terms and conditions to the benefit of its members. The Contract may incorporate portions of the proposal and shall set forth the character and quality of the work to be done, services to be rendered, and the materials to be provided by the successful Proposer.

PROPOSAL CONDITIONS

Staffing Requirements

The Contractor shall provide adequate staffing, transportation, materials and equipment to comply with requirements for proper collection, storage, and handling of universal waste for shipment to a consolidation and/or recycling facility. The Proposer shall provide training of proper universal waste handling and packaging. The Proposer will explain the extent of training to be provided and an explanation of whether training will be done on a town-by-town basis, group training, or through regional programs sponsored by AVCOG.

Wastes to be Collected

The Contractor shall be expected to provide their protocol for waste handling from organizing pick-ups to the transportation and collection of wastes to the billing structure. AVCOG requires that the successful Contractor accept all universal waste and will require the successful Contractor to accept batteries, waste mercury containing devices, non-PCB and PCB ballasts, mercury containing lamps, and cathode ray tubes in TVs and computer monitors, flat panel monitors, and laptop computers. The Contractor shall also accept Central Processing Units (computers), peripheral computer devices, printers, and fax machines. The proposal should identify any other e-waste that will be accepted.

Federal, State, and Local Laws

The successful Contractor must comply with all applicable federal, state, and local laws and regulations. The successful Contractor must also obtain all required permits for the handling, transportation, treatment, and disposal of universal wastes. Indication that the Contractor or its subcontractors, including transporters, transfer and/or storage facilities, and/or recycling facilities, are substantially out of compliance or have a history of failing to comply with federal and state laws will be a basis for rejection of the proposal. The Contractor is asked to submit affidavits from each of their subcontractors and the recycling facilities that they propose to use stating any violations of any federal, state or local laws that they have been sited for in the past three years.

Execution of the Contract

Within thirty (30) days after receipt of the award from AVCOG, or the successful negotiation of additional terms, the successful Contractor shall execute, acknowledge, and deliver (in duplicate) to AVCOG a contract pre-approved by AVCOG.

Subcontractors

For purposes of this RFP only, subcontractor shall be defined as any individual, partnership of corporation other than AVCOG holding a contract with the Contractor for handling/transporting any universal waste to a consolidation and/or recycling facility. Subcontractor shall also mean any individual, partnership or corporation holding a contract with such a subcontractor for the same services.

The Contractor shall assume all liability for any and all subcontractors.

All subcontractors must be identified, their qualifications stated, and all information provided as if they were the Contractor. Proposers who propose to use subcontractors who are not considered to be qualified will be considered to have submitted an unqualified proposal.

If subcontractors will be used for any phase of the handling or transportation of the waste, the subcontractors must meet and comply with the standards set forth by applicable state and federal laws.

If, after the contract is awarded, it becomes necessary to hire subcontractors, subcontractors may only be hired with the approval of AVCOG. AVCOG shall have the right to determine the qualifications and competence of subcontractors before they are hired. All subcontractors will be held to the same standards as the Contractor.

Indemnification

The Contractor shall indemnify, defend, and hold harmless AVCOG and their agents, all participating municipalities and their employees and agents against all losses and claims, demands, payments, suits, actions, or recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, Contractor's agents, employees, or subcontractors in the execution of its obligations hereunder.

Assignment of Rights

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract, or Contractor's rights, title or interest in or to the same of any part thereof, without consent in writing by AVCOG. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract, in whole or in part, or of Contractor's right, title or interest therein, the Contract may, at the option of AVCOG, be canceled and terminated.

Qualifications and Audit Procedures

The Contractor must outline their audit procedure(s) to ensure their compliance requirements for governing the generation, storage, and disposal of electronic and universal wastes. Within the qualifications and audit package include a company background, service offerings, programs, operations, process descriptions, wastes shipping guidelines, insurance and liability protection, facility permits and licenses, and transportation permits.

Insurance Requirements

Proposers must submit as part of the proposal insurance certificates demonstrating that they possess the following minimum limits of insurance:

General Liability Including: Two Million Dollars (\$2,000,000.00)
Personal
Fire
Medical Expense
Property Damage

Vehicle Liability Including: One Million Dollars (\$1,000,000.00)
CSL
Bodily Injury
Property Damage

Pollution Legal Liability: Five Million Dollars (\$5,000,000.00) Each Occurrence
Ten Million Dollars (\$10,000,000.00 Aggregate Occurrences

Workmen's Compensation: Statutory

MCS-90 Endorsement for:
Hazardous Materials Transportation: Five Million Dollars (\$5,000,000.00)

The Contract shall not become effective until the required insurance is obtained and an acceptable Certificate of Insurance is filed with AVCOG’s Environmental Planner. AVCOG shall be named on the Certificate as additional insured with respect to the General Liability, Vehicle Liability and Pollution Legal Liability. The certificate shall be provided to AVCOG within the time frame for delivering the contract noted previously. Certificates of Insurance for subsequent years of the contract shall be delivered to AVCOG at least 30 days prior to the agreed upon dates.

Report of Insurance Claims

The Contractor shall report to AVCOG, as soon as possible, any accident or occurrence resulting in injury to any person, including any subcontractors' employees, or any property damage arising out of, or during, the course of performance of this Contract, including collection, packing, transportation, storage, processing, and disposal.

Scope of work

Collect and recycle Universal/E-Waste from transfer station sites and recycling centers in the AVCOG region. A number of alternatives are provided and selection depends on pricing and quality of service.

The Contractor shall identify a single person as Project Manager to work with AVCOG.

The Contractor shall be responsible for managing any subcontractor work.

The Contractor shall, no later than thirty (30) days after collection, provide AVCOG with the following:

Copies of all manifests/Bills of Lading, packing slips, Certificate of Recycling, and Invoice;

A tally of the total amount of each type of waste collected in appropriate units, the total amount of each type of waste collected for each participating facility (for multiple site pickups), and the total number of participant units for each participating municipality; Contractor shall accurately account for any mercury and mercury containing materials collected and provide this information to AVCOG.

Provide AVCOG an Annual Year End Report for each participating municipality.

All services shall be performed in the most highly professional manner and in accordance with the highest industry standards. Unless the means or methods of performing a task are specified elsewhere in the Contract, the Contractor shall employ methods that are generally accepted and used by the industry. Failure to meet the performance requirements of this document shall constitute a breach of contract.

AVCOG's Responsibilities:

For the convenience of our member municipalities, AVCOG, upon request may be asked to help coordinate pickups. Otherwise member municipalities may opt to coordinate directly with the Contractor.

Option 1 - Collect from existing sites throughout the region.

- Sites range from regional sites capable of collecting 16,000 pounds of materials to individual town sites collecting only a few pallets.
- Sites may have a mix of CRT, CPU, and Peripheral devices from residents and businesses.
- Towns will separate CRT, CPU, and Peripherals into “gaylords” or onto pallets as specified in the proposal. They will also separate business waste from residential.
- Fluorescents, other bulbs, mercury containing devices, batteries, and ballasts will be packaged in boxes, 5-gallon plastic pails or other appropriate containers per DEP rules/policy.
- Pricing should be provided for separated versus mixed universal waste/e-waste.
- Pricing should be provided for packing universal waste/e-waste.

Other 2 - Other alternative options as proposed by contractor

BASIS OF AWARD

The Contract will be awarded to the responding company that is the most responsible and responsive to the needs of AVCOG and its members. The contract shall be for a period of one year with a provision for extension. Alternative contract periods may be proposed with reasons for a varying period. Proposals will be reviewed and decisions made on the basis of information required to be submitted, as well as the review of references and Company and governmental records. AVCOG encourages the use of recycling as the processing method of choice.

Proposals shall be responsive to this RFS. Proposers are free to propose alternative methods. When proposing alternatives, the proposal shall fully respond to this RFS and shall then detail the alternative and why the alternative benefits AVCOG.

AVCOG retains the right to reject any and all proposals and to waive any formality or technicality and to negotiate with the successful proposer for collections in the years following the first year of the contract.

PROPOSAL FORMAT

In order to be considered a responsive proposal, the Proposer must provide AVCOG with one (1) copy of the proposal. Universal Waste Collection proposals should be placed in an envelope marked "Proposal UW19", sealed and mailed or hand delivered to Androscoggin Valley Council of Governments, 125 Manley Road, Auburn, ME 04210. **The proposals will be accepted until JUNE 13, at 3:00 PM.**

All proposals must contain the following information:

Title Page: Name, address and telephone number of Contractor; date of proposal; name and title of contact person(s).

Cost Proposal (add transportation surcharge price for transportation if applicable) *please see attached materials list to include pricing.*

Company Enforcement History

Limitations on Wastes to be Accepted

Auditing Procedures

Transporter and Facility Identification

Signature Page

Insurance Verification

Sample Contract (Provide us a sample contract)

Certificate of Authority (Maine DEP consolidator authorization)

Licenses and Permits: Contractors are required to possess all necessary State and Federal licenses or permits required for the collection, transportation and disposal of hazardous wastes. Provide evidence of such permits and subcontractors as defined in this RFS.

Provide references from other municipal customers.

MATERIALS LIST INCLUDING PRICING

Description	Unit Price
Non-PCB and PCB Ballasts	
Recycle - Non-PCB Lamp Ballasts	Pound
Recycle/Incinerate - Non-TSCA PCB Ballast	Pound
Recycle/Incineration - PCB Ballast	Pound
Incineration - Small PCB Capacitors	Pound
Large Capacitors	
Transformers	
Supply 55 gal. Red Drums for Ballasts	Each
Industrial and Consumer Batteries	
Recycle - Alkaline Batteries	Pound
Recycle - Lead Acid Batteries - Sealed	Pound
Recycle - Lead Acid Wet Batteries	Pound
Recycle - Lithium Ion Batteries	Pound
Recycle - Nickel Cadmium Batteries (NiCd)	Pound
Recycle - Nickel Metal Hydride Batteries (NiMH)	Pound
Recycle - Silver Oxide Batteries	Pound
Magnesium Batteries	Pound
Zinc Carbon, Carbon Air	
Nickel Zinc	
Button Cells	
Lithium	
Nickel Iron	
Alkaline with Mercury	
Zinc Air, Mercury, Carbon with Mercury	
Labor - Sorting Batteries	Pound

Computer/CPU/CRT Equipment		
Recycle - Unsorted Computer/Electronic Equipment		Pound
Recycle - Monitors		Each
CRTs/Monitors (from Households)		
Other Computer/Electronic Equipment		Pound
Cubic Yard Boxes		Each
Transportation in AVCOG area (16,000 lbs or more, single site or milkrun)		
*Transportation in AVCOG area (under 16,000 lbs, single site or milkrun)		Per Stop
Waived for Milkrun of \$350.00		
Labor to Package Material		Per Hour
**Call Out Charge		
Mercury Containing Lamps		
Recycle - Fluorescent Lamps		Linear Feet
Recycle - Circular Fluorescent Lamps		Lamp
Recycle - Compact Fluorescent Lamps		Lamp
Recycle - U-Tube Lamps		Lamp
Recycle - UV Fluorescent Lamps		Lamp
Recycle - High Intensity Discharge (HID)		Lamp
Recycle - Halogen Lamp		Lamp
Recycle - Incandescent Lamps		Lamp
Recycle - Broken Fluorescent Lamps		Pound
Recycle - Flood Lamps		Lamp
Recycle - High Pressure Sodium Lamps		Lamp
Recycle - Low Pressure Sodium Lamps		Lamp
VHO Powergrooves		Lamp
UV/Germicidal Lamps		Lamp
Plastic Coated Lamps		Lamp
All Straight Coated Lamps		
Supply 4' Lamp Box		Each
Supply 8' Lamp Box		Each

Mercury Containing Articles & Apparatus		
Recycle - Mercury Batteries		Pound
Recycle - Mercury		Pound
Recycle - Mercury Containing Articles		Pound
Minimum Charge - Mercury Items		Each
Mercury Devices		
Packaging Materials & Supplies		
Supply 5 gallon poly pail		Each
Transportation		