

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Goods and Services Agreement - Contract - Clean Earth Environmental Solutions, Inc. - Community and Environmental - ID: 10418

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Clean Earth Environmental Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 933 First Avenue, Suite 200, King of Prussia, PA 19406.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF WORK

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jul 01 2023 and ends Jun 30 2025. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Contractor shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Contractor, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, after giving Contractor thirty (30) days to cure. H-GAC may withhold payments otherwise due and owing the Contractor hereunder. Contractor's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Contractor of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: NON-FUNDING CLAUSE

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Contractor who spend seven-hundred fifty thousand dollars (750,000) or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Contractor agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Contractor in accordance with 2 CFR 200.511.

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

ARTICLE 13: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Contractor agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices, and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14: RETENTION OF RECORDS

The Contractor shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Contractor for costs properly incurred prior to the effective date of such policy directives.
- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing and executed by both parties to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 17: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, epidemic, pandemic, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 19: COPYRIGHTS

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- A. The copyright of all maps, data, reports, research, or other work developed under this Agreement;
- B. Any copyrights or rights of use to copyrighted material which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Contractor further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

ARTICLE 21: POLITICAL ACTIVITY - LOBBYING

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractor's subcontractor, no member of the governing body of

the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 25: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 26: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 27: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 28: INDEMNIFICATION AND RECOVERY

To the extent permitted by law, H-GAC shall indemnify and hold Contractor harmless against any and all claims, demands, damages, liabilities, and costs incurred by Contractor which directly or indirectly result from, or arise in connection with, any negligent act or omission of H-GAC, its agents, or employees, pertaining to its activities and obligations under this Agreement.

Contractor shall indemnify and hold H-GAC, its officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly result from, or arise in connection with, any negligent act or omission of Contractor, its agents, or employees pertaining to its activities and obligations under this Agreement.

In no event will either Party be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the period of this contract and its related procurements. If either Party performs an act knowing or having reason to know that it is contrary to any law or regulation, the responsible Party shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

ARTICLE 29: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 30: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 31: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the

Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 32: CHOICE OF LAW - VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 33: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 34: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 36: PUBLIC INFORMATION ACT

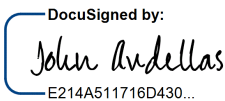
H-GAC and the Contractor understand and agree that H-GAC is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). H-GAC must rely on advice, decisions, and opinions of the

Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, the Contractor may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". H-GAC will make reasonable efforts to provide the Contractor notice in accordance with the Act in the event H-GAC receives a request for information under the Act for information that the Contractor has marked as indicated above.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Contractor

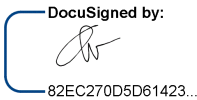
Signature  E214A511716D430...

Name John Avdellas

Title Vice President Manufacturing & Industrial Sales

Date 8/22/2023

H-GAC

Signature  82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 8/22/2023

Loretta Baker

Manager, Contracts Admin.

8/22/2023

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Goods and Services Agreement - Contract - Clean Earth Environmental Solutions, Inc. - Community and Environmental
- ID: 10418

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: SCHEDULED TIME FRAME

1. The term of the initial contract will be for a period of two (2) years from 07/01/23, to 06/30/25. H-GAC reserves the right to extend and/or expand the scope of this contract, subject to H-GAC Board of Directors approval and/or additional funding availability.
2. H-GAC reserves the right, and the Contractor agrees; that the contract may be extended for up to three (3) additional twelve (12) month periods. Should H-GAC wish to exercise this right, it must so notify the Contractor.

ARTICLE 2: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 3: NO GUARANTEE OF USAGE/PARTICIPATION

H-GAC makes no guarantee of volume or minimum usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary. No minimum level of local government ("End User") participation is guaranteed by H-GAC.

ARTICLE 4: PRICE ADJUSTMENTS

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

1. Limits of Price Adjustments – Price change requests MUST be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that Contractor's actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111 for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2020 and the PPI issued for January each year. Price increases greater than 5% a year are permitted only if substantive market fluctuations occur during the term of the contract. Retroactive contract price adjustments will not be allowed. In the event that these indices are discontinued, or the titles or codes are revised, new indices must be promptly identified and incorporated into the agreement. Pricing structure must remain in effect for the term of any existing contract.
2. Approval of Price Changes - No price change will be allowed unless it has been reviewed and approved by H-GAC in writing. Contractor must receive H-GAC's written approval

of any change prior to charging the new price or using it in any quotation prepared for an End User.

3. Right to Accept or Reject– All pricing must remain in effect for the initial term of the contract. If the contract term is extended, H-GAC and Contractor will review unit prices and adjust based upon documented increases in costs. H-GAC reserves the right to accept or reject any price change request within thirty (30) days after receipt of the request.

ARTICLE 4.A: ADDITIONAL PRICING INFORMATION

Contractor has provided two types of pricing, dependent upon program type:

1. For 1-day and mobile collection events, provide all-inclusive per-container pricing which includes the elements listed under Scenario 1, as well as a pricing quotation for an example 1-day collection event. If any of the elements listed under Scenario 1 are to be charged separately from the per-container price, give detailed pricing on separately charged items.
2. For permanent facilities, provide line-item pricing for each of the elements listed under Scenario 2, as well as a pricing quotation for a sample permanent facility waste pick-up.
3. Mobilization pricing scenarios should be proposed separately from the per-container pricing.
4. Consider pricing that is committed to cost-saving strategies (e.g., materials bulking, identification of materials for reuse, etc.)

If applicable, fees established under this Contract must include a) Administrative items such as phone services, mailing services, courier services, printing and materials required in the preparation of presentations, and other expenses deemed typical in the conduct of business. The cost of all copies of reports and submittals that are required must be included in the Contractor's hourly fee/rate for services and must not be deemed additional services. b) Cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support and all overhead and incidental costs.

ARTICLE 5: END USER RESPONSIBILITIES

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

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

ARTICLE 6: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 7: INVOICING

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

ARTICLE 8: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages. H-GAC is not liable for liquidated damage claims from the End User resulting from this Agreement.

ARTICLE 9: INSURANCE

Contractor must provide professional liability, general liability, and property insurance in amounts in accordance with applicable State Statute or Federal Regulation sufficient to cover applicable contractual liability, protect program equipment, and facilities. Contractor must ensure that any owned, leased, or non-owned automobiles used in performance of any contractual agreement by Contractor's employees or agents are covered by sufficient automobile liability insurance. Contractor further represents to H-GAC that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for Workers' Compensation coverage under statute. All insurance certificates, policies, and binders must be maintained by Contractor at its program site for review by H-GAC at any time, and a copy must be provided to H-GAC upon contract award.

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

Standard insurance policies and minimum amounts required are as follows:

1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage.
 - a. Each occurrence not less than \$1,000,000.
 - b. General aggregate not less than \$2,000,000.

- c. The coverage shall include but not be limited to personal injury liability, premises/operations, and products/completed operations.
2. Worker's Compensation and Employer's Liability Insurance.
 - a. Employer's Liability insurance of \$1,000,000 per occurrence.
 - b. Worker's Compensation as required by statute.
3. Automobile Liability (for vehicles Contractor uses in performing under the Agreement, including Employer's Owned, Non-Ownership and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement.
 - a. Combined Single Limit of \$1,000,000 per occurrence.
4. Excess Liability a. \$3,000,000 per occurrence and \$3,000,000 aggregate.
5. Other Insurance a. If requested by H-GAC, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under the Agreement.

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

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

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated. All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against H-GAC, and that it shall give thirty (30) days written notice to H-GAC before they may be cancelled or materially changed. Within such thirty (30) day period, Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or nonrenewed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above-required insurance coverage shall authorize H-GAC, at its option, to terminate the Agreement at once. Contractor shall give written notice to H-GAC within five (5) days of the date on which total claims by any party against Contractor reduce the aggregated amount of coverage below the amounts required by the Agreement.

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

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractor to cover their operations, and evidence such as insurance, satisfactory to H-GAC shall be furnished by the Contractor. In the event a subcontractor is unable to furnish insurance in the limits required under the Agreement, the Contractor shall endorse the subcontractor as an Additional Insured on his policies excluding Worker's Compensation and Employer's Liability.

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

ARTICLE 10: REQUIREMENTS

Any subcontractor utilized for any task, including, but not limited to transport, treatment, storage, or disposal, must be EPA and/or TCEQ-licensed and/or registered to perform such tasks if EPA and/or TCEQ license or registration is required.

- Understanding the compliance regulations per TCEQ, of transporting potentially hazardous and non-hazardous material. Contractor will be compliant with Rule 335.24 of the Texas Administrative Code.
- All vehicles transporting hazardous materials (subcontractors included) must be properly registered, and hazardous material drivers must have all required State and Federal licenses.
- All packaging and transportation of hazardous and non-hazardous material must be in accordance with Department of Transportation (DOT) regulations.
- Contractor must obtain all required Federal, State, and local permits for the responsibilities of the Contractor. Contractor must obtain all necessary permits and qualify to transport electronics according to DOT exemptions. Contractor must qualify to transport material streams packaged in non-DOT specification packaging under DOT exemptions.
- Storage treatment/disposal facilities must be EPA and/or TCEQ licensed, registered, and permitted as required.

ARTICLE 11: GENERATOR STATUS AND INDEMNIFICATION

To protect H-GAC and End Users from liabilities associated with on-site activities, transportation and inherent Comprehensive Environmental Response, Compensation & Liability Act (CERCLA) liabilities involving disposal, the Proposer should supply its own labor, transportation, and dispose of the waste at only EPA-permitted disposal facilities. THE CONTRACTOR MUST AGREE TO ASSUME GENERATOR STATUS AND BE RESPONSIBLE FOR PREPARING AND SIGNING ALL MANIFESTS RELATED TO THE END USER'S HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT(S) AND/OR PERMANENT FACILITY.

ARTICLE 12: CONTRACTOR WARRANTIES

- A. Contractor will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all HHW that may be brought for disposal by residents to End User programs.
- B. Contractor must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.
- C. Contractor must warrant that the Contractor-owned or approved storage and treatment/disposal facilities are licensed and permitted. If the storage or treatment/disposal facility loses its permitted status hereafter, during the term of the Agreement, the Contractor will promptly notify H-GAC of such loss.
- D. The Contractor will ensure that all vehicles transporting hazardous wastes (subcontractors included) are properly registered, and that hazardous waste drivers have all required State and Federal licenses.
- E. Contractor must obtain all required Federal, State, and local permits for the responsibilities of the Contractor. Contractor must obtain all necessary permits and

qualify to transport waste per DOT exemptions. Contractor must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

ARTICLE 13: LIMITATION OF LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, shall not exceed the total of the amounts paid to Contractor pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim. In no event will either H-GAC or Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

5. SCOPE OF WORK

5.1. Overview

The successful Proposer will be responsible for the collection, transportation, and disposal of household hazardous waste (HHW) for local governments in the 13-county H-GAC region. Services will be provided according to the requirements of these specifications, the contract with H-GAC, and the purchase order issued from the End User(s) or service contract with End User(s), as well as all applicable federal, state, and local laws. The successful Proposer will not collect waste directly from H-GAC.

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

Two service scenarios are detailed below for cost proposals. The first involves provision of HHW collection, transportation, and disposal services for 1-day and mobile collection events (collectively called "1-day events"). The second involves the provision of HHW collection, transportation, and disposal services for permanent HHW facilities. All scenarios must be addressed in response to this RFP. Proposers are also asked to submit a cost scenario for 8-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) refresher training courses.

5.2. Requirements

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

Proposers must include a list of all subcontractors with their proposal. Proposals must also include a statement of the subcontractors' qualifications. H-GAC reserves the right to reject the successful proposer's selection of subcontractors for good cause. If a subcontractor is rejected, the proposer may replace that subcontractor with another subcontractor subject to the approval of H-GAC. Any such replacement must be at no additional expense to H-GAC, nor will it result in an extension of time without H-GAC's approval.

- A. After contract execution, the Proposer is the prime and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between H-GAC and/or End Users and subcontractors, if necessary.
- B. Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Contractor or is subcontracted to another organization.

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- C. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to H-GAC, all at no additional cost or liability to H-GAC and/or End User.
- D. Contractor must make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

5.3. Regulation, License, or Permit Requirements

Contractor must obtain and pay for all licenses, permits, and certificates required by any H-GAC and/or statute, ordinance, rule, or regulation.

5.4. Disposal Site Use/Inspection

All disposal sites and treatment methods used by the Contractor must be approved by H-GAC and/or End User. Any changes in disposal site or treatment method without obtaining prior approval of H-GAC and/or End User will constitute a material breach of this contract. In all instances, the Contractor must adhere to EPA treatment standards for treatment and disposal of wastes.

H-GAC and/or End User reserve the right to conduct audits and/or inspections of any transportation, storage, or disposal facilities used by the Contractor.

5.5. End User Responsibilities

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

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

5.6. Generator Status and Indemnification

To protect H-GAC and End Users from liabilities associated with on-site activities, transportation and inherent Comprehensive Environmental Response, Compensation & Liability Act (CERCLA) liabilities involving disposal, the Proposer should supply its own labor, transportation, and dispose of the waste at only EPA-permitted disposal facilities. THE CONTRACTOR MUST AGREE TO ASSUME GENERATOR STATUS

AND BE RESPONSIBLE FOR PREPARING AND SIGNING ALL MANIFESTS RELATED TO THE END USER'S HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT(S) AND/OR PERMANENT FACILITY.

5.7. Contractor Warranties

- A. Contractor will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all HHW that may be brought for disposal by residents to End User programs.
- B. Contractor must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.
- C. Contractor must warrant that the Contractor-owned or approved storage and treatment/disposal facilities are licensed and permitted. If the storage or treatment/disposal facility loses its permitted status hereafter, during the term of the Agreement, the Contractor will promptly notify H-GAC of such loss.
- D. The Contractor will ensure that all vehicles transporting hazardous wastes (subcontractors included) are properly registered, and that hazardous waste drivers have all required State and Federal licenses.
- E. Contractor must obtain all required Federal, State, and local permits for the responsibilities of the Contractor. Contractor must obtain all necessary permits and qualify to transport waste per DOT exemptions. Contractor must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

5.8. Considerations on Proposing Cost

Provide two types of pricing, dependent upon program type:

For 1-day and mobile collection events, provide all-inclusive per-container pricing which includes the elements listed under Scenario 1, as well as a pricing quotation for an example 1-day collection event. If any of the elements listed under Scenario 1 are to be charged separately from the per-container price, give detailed pricing on separately charged items.

For permanent facilities, provide line-item pricing for each of the elements listed under Scenario 2, as well as a pricing quotation for a sample permanent facility waste pick-up.

Mobilization pricing scenarios should be proposed separately from the per-container pricing.

Consider pricing that is committed to cost-saving strategies (e.g., materials bulking, identification of materials for reuse, etc.)

If applicable, fees established under this Contract must include a) Administrative items such as phone services, mailing services, courier services, printing and materials required in the preparation of presentations, and other expenses deemed typical in the conduct of business. The cost of all copies of reports and submittals that are required must be included in the Contractor's hourly fee/rate for

services and must not be deemed additional services. b) Cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support and all overhead and incidental costs.

5.9. Scenario 1 – 1-Day Collection Events

Note – Items A through E should be included in per-container pricing where possible. This scenario could be applied to a traditional 1-day collection event or to a post-disaster situation.

- A. Planning and Assistance – The Contractor will, at the request of the End User, provide staff experienced or trained to the satisfaction of the End User to attend meetings with the End User to review proposed collection site procedures, or otherwise assist End User staff in planning the collection project. Assistance may include coordination of a contingency plan and submission of required notices to Texas Commission on Environmental Quality.
- B. On-site Labor - Proposers will provide required personnel. The Proposer and the End User will determine specific personnel needs prior to the collection events. Please Note - End User needs will vary. Proposers should be prepared to provide on-site labor for the following:
 - 1. Chemists, appropriately trained for oversight of collection, sorting, packaging, and transport of collected materials
 - 2. Technicians, appropriately trained for collection, sorting, packaging, and transport of collected materials
 - 3. Personnel capable of traffic control, surveying, and educational material distribution
 - 4. Laborers for site set-up, tear-down, and other unskilled tasks
 - 5. Site security
- C. Transportation and Disposal – Proposers should provide pricing based on the cost of the disposal of the waste at an EPA-approved treatment, recycling, or disposal site. Proposers should also provide a listing of treatment, recycling, or disposal methods to be used. Proposers should include cost of drum/container transportation for waste materials.
- D. Supplies – Supplies may vary with each End User. End Users may provide their own supplies depending on their resources. Proposers should be prepared to provide, the following (please indicate which supplies, if any, would require a charge separate from the per-container pricing):
 - 1. Drums/liners
 - 2. Meter boxes
 - 3. Absorbents
 - 4. Plastic sheeting
 - 5. Tents for shelter and/or storage space

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6. Forklifts
 7. Pallets
 8. Pallet jacks
 9. Containers for the disposal of non-hazardous waste
 10. Containers for collection of non-hazardous materials which can be recycled
 11. Appropriate signage
 12. Tables and chairs for shelter area(s)
 13. Temporary portable restroom facilities
 14. Traffic control devices and safety cones
 15. First aid supplies
- E. Analysis – Proposers should include costs related to the analysis of unknown materials.
- F. Mobilization, Demobilization and On-Site Equipment – NOT INCLUDED IN PER-CONTAINER PRICING. The cost should include the following:
1. The movement of the disposal team plus supplies and equipment to package wastes at the collection site
 2. Set-up and decommission of the collection site
 3. Personal protective equipment
 4. Administrative costs
 5. Safety equipment
 6. Procedures for handling non-acceptable wastes

5.10. Scenario 2 – Permanent Facility

Note – All prices are to be provided on a per-item basis, unless specifically requested otherwise.

- A. On-site Labor - Proposers should provide personnel upon request, and according to needs of the End User(s). The Proposer and the End User will determine specific personnel needs prior to the pick-up of waste from a permanent facility.
1. Since End User needs will vary, Proposers should provide hourly pricing for on-site labor, for the following:
 - a. Chemists, appropriately trained for oversight of sorting, packaging, and transport of collected materials

- b. Technicians, appropriately trained for sorting, packaging, and transport of collected materials
- B. Transportation and Disposal – Proposers should provide pricing based on the cost of the disposal of the waste at an EPA-approved treatment, recycling, or disposal site. Proposers should include cost of drum/container transportation for waste materials in the per-unit disposal cost. Proposers should also provide a listing of treatment, recycling, or disposal methods to be used.
- C. Supplies – Supplies may vary with each End User. Permanent facility End Users may provide their own supplies depending on their resources. Proposers must provide pricing for the following:
 - 1. Drums/liners
 - 2. Meter boxes
 - 3. Absorbents
 - 4. Plastic sheeting
- D. Analysis – Proposers should provide pricing for analysis of unknown materials.
- E. Mobilization, Demobilization, and On-Site Equipment – The cost should include the following:
 - 1. The movement of the packaging, loading personnel, and equipment to periodically package, load, and transport wastes from the permanent collection facility
 - 2. Personal protective equipment
 - 3. Administrative costs
 - 4. Safety equipment
 - 5. End User computerized waste management software (with free training provided to End User)

5.11. Hazardous Waste Operations and Emergency Response (HAZWOPER) Training

Proposer must submit a pricing scenario for appropriate 8-hour HAZWOPER refresher courses to be made available to End Users within the region. The course must be provided annually and meet all OSHA, EPA, and DOT requirements or any other requirements necessary to meet the OSHA 8-hour annual update requirements. Contractor must also provide class attendees with an official certificate of completion as part of the 8-hour refresher course.

5.12. Contract Deliverables

- A. Contractor must provide copies of all manifests to the End User and to H-GAC within thirty (30) days of a 1-day collection event or immediately upon shipment from a permanent collection facility.
- B. Contractor must provide Certificates of Disposal/Destruction that indicate the date, location, and method of treatment and disposal within six (6) months of arrival of the waste at the permitted facility to the End User and to H-GAC.
- C. Contractor must submit documentation packs to End User and to H-GAC on all events and permanent facility pickups within sixty (60) days of event or pickup which includes the following information:
 - 1. Date and location of collection
 - 2. Pounds of material collected
 - 3. Households participating (for 1-day events)
 - 4. Total cost of collection, transportation, and disposal
 - 5. Handling method by pounds and percentage of waste collected (i.e., recycling, fuels blending, incineration, landfilling, etc.)

6. STUDY AREA SERVICE REGION

6.1. [Map](#)



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7. ADDITIONAL RESOURCES

7.1. Reference Websites

For more information on the Household Hazardous Waste program, please visit <https://www.h-gac.com/solid-waste-management/household-hazardous-waste>.

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8. PRE-AWARD AUDIT

Due to the amount and type of funding programmed for this project, H-GAC requires that a pre-award audit be conducted before the execution of a contract. The information required for this audit, in addition to a draft contract and detailed scope of work, is:

- A. Detailed annual budget
- B. 12-month project Schedule/Timeline
- C. Itemized cost estimate by personnel job title (including hours), benefits, overhead, travel, equipment, supplies, printing and other direct expenses; and
- D. Support data for the benefit and indirect rates (overhead) based on audited costs.
- E. Federal OMB Form 60

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9. CONTRACT TERM

H-GAC intends to award one or more contracts for the services requested under this Solicitation. The term of this contract will be for a period of two (2) years. H-GAC may, at its option, extend the contract for up to three (3) additional one-year terms. H-GAC reserves the right to extend and/or expand the scope of this contract, subject to H-GAC Board of Directors approval and/or additional funding availability.

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10. PAYMENT FOR WORK

Contractor will submit requests for payment directly to participating End Users. Individual End User contracts will specify payment terms. H-GAC is not responsible for invoices being sent to End-Users, or for any payment made from End Users to Contractors.