**QUESTIONS AND ANSWERS NO. 1**

REQUEST FOR PROPOSAL

**PROJECT NO. 15-04**

PROJECT TITLE: WASTE COLLECTION AND DISPOSAL SERVICES

Date: November 25, 2014

To: Prospective Respondents

From: Procurement Operations Department, Houston Community College Subject: Questions and Answers Request for Proposals, HCC **Project No. 15-04**

1. Can we get a copy of the current solid waste contract?

Answer: Please submit your request for information through the Public Information Request website: <http://www.hccs.edu/district/about-us/general-counsel/public-information-requests/>

1. Is the "style" of the containers "slant or tall"?  The "**slanted"** style containers have lids on the front and loaded that way.  The "**tall"** style containers have side doors and loaded on the side.  Or does it matter what style they are?

Answer:   HCC prefers to have at least 7 slant style bins at the following locations:

(All others can be BOX style)

1.     (2 units) at Central College: (1) 3517 Austin St. (1) 3214 Austin St.

2.     (1 unit) at Northeast College (1) 555 Community College Dr. (any bldg.)

3.     (1 unit) at Southeast College (1) 6815 Rustic St.

4.     (1 unit) at Southwest College (1) 10141 Cash Rd.

5.     (1 unit) at Northwest College (1) 1010 W. Sam Houston Pkwy. S.

6.     (1 unit) at Northwest College (1) 1550 Foxlake Dr.

1. With regard to the termination language of the contract, our upfront capital expense will be a large sum and we will need at the very least three years depreciation time. Would HCC be open to the following contract term language?

*The initial term of this Agreement shall be for three (3) years from 2015 to 2018.  College will have the option to renew this Agreement for \_\_\_\_\_\_\_\_\_\_ additional \_\_\_\_\_\_\_\_\_\_\_ year terms.  College may terminate this Agreement after the initial term with thirty (30) days written notice to Contractor via certified mail.*

Answer: The contract terms as stated in the RFP are hereby modified as follows:

It is anticipated that the contract term for contract(s) awarded resulting from this solicitation, if any, will be three (3) years with the option to renew for two (2) one-year terms. Further, HCC reserves the right to extend the contract term on a month to month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

1. With regard to "cure period" before terminating the contract?  Would HCC reconsider and allow a fifteen (15) or thirty (30) day period to cure any service issues that may occur?  Most service issues are minor in nature and can be corrected in short order.

Answer:   No.

1. Could you provide information on the average weight per haul for the compactor located at 3100 Main St and 2811 Hayes Road?

Answer: The weight per haul for 2811 Hayes Road is approximately 5.3 tons. We currently do not have the weight per haul for the 3100 Main Street.

1. Can I have a copy of the most recent bid tabulation / contract?

Answer: Please submit your request for information through the Public Information Request website:<http://www.hccs.edu/district/about-us/general-counsel/public-information-requests/>

1. May we please have a copy of the current waste and/or recycling contract, purchase order, or other contract documents between Houston Community College and the company that is currently providing you with solid waste and/or recycling services, including all amendments, MWBE handlings, and exhibits?

Answer:  Please submit your request for information through the Public Information Request website:<http://www.hccs.edu/district/about-us/general-counsel/public-information-requests/>

1. May we please have a copy of the most recent six invoices issued by the waste and/or recycling services provider that have been paid by Houston Community College?

Answer:  Please submit your request for information through the Public Information Request website:<http://www.hccs.edu/district/about-us/general-counsel/public-information-requests/>

1. Is the current vendor abiding by the small business practice in good faith or are they actually qualified as a SBW?

Answer: The current vendor has made a good faith effort by utilizing small businesses in performing the contract.

1. Can HCC provide the past 3 months of the weights on the two compactors that is stated in the bid?

Answer: The weight per haul for 2811 Hayes Road is approximately 5.3 tons. We currently do not have the weight per haul for the 3100 Main Street.

1. On Page 49, Section 6 of the Contract in the RFP there is language that says the contractor may create, receive, or have access to private College Records, including records subject to FERPA, social security numbers, etc.  We do not believe section 6.1 is applicable to the unsecured waste disposal services included in the RFP work scope.  Can you please confirm that Section 6 and its subsections do not apply (see pp. 49-50 of the RFP)?

Answer:  HCC employs more than 4,000 faculty and staff. Although every effort will be made to ensure that no FERPA protected items or other confidential, privileged, or sensitive documents are found in unsecured waste disposal sites, HCCS expects any contractor to take particular care in adhering to 6.1’s intended protections.

1. If HCC plans to deposit confidential or private College Records or documents subject to FERPA into Contractor’s unlocked waste containers, will HCC shred such documents before depositing them in the waste receptacles?

Answer:   HCC never intends to or anticipates FERPA protected or other confidential, privileged, or sensitive documents would be found in unsecured waste disposal sites, with more than 4,000 employees HCC expects all contractors to make all reasonable efforts to adhere to the strictest confidentiality standards and abide by all applicable records and privacy statutes.