



## **MISSAUKEE COUNTY REQUEST FOR PROPOSALS HAZARDOUS WASTE COLLECTION SERVICES**

**December 3, 2018**

### **REPLY TO:**

Precia L. Garland, Administrator  
Missaukee County  
111 S. Canal St.  
PO Box 800  
Lake City, MI 49651  
231-839-4967 x242  
[admin@missaukee.org](mailto:admin@missaukee.org)

**BY: January 2, 2019 – 1:30 PM**

Missaukee County (“the County”) issues the following Request for Proposals (“RFP”) to operate one single day collection event for household and conditionally exempt small generator hazardous waste (“HHW”) for the calendar years 2019 and 2020. The events are scheduled for June at the Missaukee County Road Commission. Eight other material streams in addition to HHW will be collected. For reference, in 2018, 374 residents participated in our collection and we received 14,354 pounds of hazardous waste including Clean Sweep pesticides.

The County reserves the right to reject any or all bids, to award the bid to other than the low bidder, to waive irregularities and/or formalities, and to accept any bid which in its judgment best serves the County interest. The acceptance of a bid will not create or impose a contractual or other obligation in or on the County, and the County reserves the right to reject a bid even after acceptance and notification of acceptance for any or no reason. The County will not be obligated to the Contractor until the written “Contract for Services” attached to this RFP is fully approved and signed by both parties.

All forms and attachments must be fully completed, and all forms signed by an authorized representative.

Sealed bids should be labeled “2019 HHW Collections”. Bids must be delivered by the time and to the place stipulated on the Cover Page of this RFP. Any bid received after the deadline may remain unopened and may not be considered at the County’s sole discretion.

Bids will be opened on January 2, 2019 at 1:30 PM at Missaukee County offices, 111 S. Canal Street, PO Box 800, Lake City, MI 49651.

# **REQUEST FOR PROPOSALS - HAZARDOUS WASTE COLLECTION SERVICES**

## **KEY DATES:**

Bid Release Date: November 29, 2018  
Bid Due Date: Wednesday – January 2, 2019 by 1:30 PM  
Bid Opening: Wednesday – January 2, 2019 by 1:30 PM  
Bids Award Notification: January 9, 2019  
Collection Dates: Saturday – June 2019 & 2020

## **TABLE OF CONTENTS**

**PART I – DRAFT CONTRACT: PAGES 3-12**

**PART II – SUBMISSION REQUIREMENTS: PAGES 13-15**

**PART III – FORMS: PAGES 16-21**

### **Technical Proposal: Pages 16-18**

1. Attachment 1: Checklist
2. Attachment 2: Bidder's Organizational and Staffing Information
3. Attachment 3: Exceptions to RFP Specifications and Service Agreement

### **Part III- Cost Proposal: Pages 19-22**

1. Attachment 4: Checklist
2. Attachment 5: Collection Cost Proposal Bid Form Signature Page
3. Attachment 6: Cost Proposal

**Recyclable Household and Conditionally Exempt Small Quantity Generator  
Hazardous Waste Unit Cost Quotes: PAGE 23**

# REQUEST FOR PROPOSALS - HAZARDOUS WASTE COLLECTION SERVICES

## DRAFT CONTRACT

This contract is executed by and between Missaukee County ("County"), a Michigan municipal corporation and \_\_\_\_\_ ("Contractor") on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019. The service period shall begin on January 10, 2019 and extend thru December 31, 2020.

### 1. GENERAL DESCRIPTION

The work required herein shall consist of collection, recycling and/or proper disposal of household hazardous waste (HHW), Clean Sweep and conditionally exempt small quantity generator (CESQG) hazardous waste collected from qualifying commercial establishments, all of which are commonly referred to as "HHW" throughout this contract. The waste will be collected at a single day collection event, during which other material streams will be accepted such as electronics, scrap metal, appliances, bulky waste, tires, books, household items for recycling, and mattresses.

### 2. CONTRACT SERVICE OCCASIONS

Single day collection services will be required for two, one-day periods for calendar years 2019 and 2020. The services shall be conducted during the hours of 7:30 AM to 4:00 PM. All Contractor staff shall complete their work and leave the site property by 4:00 PM on the date of the event, unless arrangements for extended use are prearranged. All collected materials shall be handled and transported within these hours.

The Contract shall be in force for two years from the date of signature.

The Contractor may request two (2) one-year contract extensions if written notice of such requests are received by the County by six (6) months prior to current expiration date. Granting requests for contract extensions shall be at the sole discretion of the County and shall not be contestable or appealed. If the County agrees to accept the Contractor's request for an extension, such extension shall be approved at least three months prior to the current expiration date.

### 3. ANTI-DISCRIMINATION CLAUSE

The Contractor agrees not to discriminate against any employee or employees contracted or hired to carry out the duties necessitated in the performance of this Contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, race, color, religion national origin or ancestry or because of his or her age or sex, except where based on bona fide occupational qualifications, and to require a similar covenant on the part of any sub-contractor employed in the performance of this Contract.

### 4. INSPECTION

Services will be subject to inspection by the County and its authorized agents as to their general and specific compliance with specifications in this Contract.

## **5. PAYMENTS**

The contractor will be paid based on an invoice for services. Invoices must identify the quantity and types of materials taken in for disposal or recycling on the collection day and any additional fees previously agreed upon. The reporting format for various material categories will be agreed upon prior to the collection event and will be in a format mutually agreeable to both parties. Invoices received prior to Wednesday and found in order are approved for payment on the following Friday.

## **6. COMPLIANCE WITH LAWS**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, rules, regulations, orders, ordinances, directives, including without limitation all applicable licensing, registration, certifications or other such requirements. Contractor will abide by the Missaukee County Solid Waste Management Plan and Solid Waste Management Ordinance.

## **7. INSURANCE**

The Contractor shall at all times during this Contract, maintain in full force and effect, Worker's Compensation Insurance including Employer's Liability, and Comprehensive General Liability ("CGL"), and Motor Vehicle Liability Insurance for the hold harmless and indemnification provisions of this Contract. The CGL and Motor Vehicle Liability insurance coverage shall be occurrence based with minimum policy limits of \$1,000,000 per occurrence to include Personal Injury, Bodily Injury, and Property Damage. Coverage shall include Products and Completed Operations Liability and Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. CGL and Motor Vehicle Liability insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: the County, the Missaukee County Road Commission, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess. The Contractor agrees to furnish the County Administrator certificates of insurance, executed by an authorized agent or broker, as evidence that such insurance has been procured and is in force.

## **8. HOLD HARMLESS/INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the County, the Missaukee County Road Commission, and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, and including but not limited to any pollution or other environmental liability, which the County may suffer or for which it may be held liable, arising out of or resulting from the Contractor's or its agent's or employee's actions or negligence in the performance of this contract. This indemnification shall survive the expiration or termination of this Service Contract. By entering this Service Contract, the parties do not waive any immunity provided by law.

Similarly, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Contractor, and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, and including but not limited to any pollution or other environmental liability, which the Contractor may suffer or for which it may be held liable, arising out of or resulting from the County's or its agent's or employee's actions or negligence in the performance of this contract. This indemnification shall survive the expiration or termination of this Service Contract. By entering this Service Contract, the parties do not waive any immunity provided by law.

The parties agree that they will not seek consequential, incidental, indirect, special or punitive damages in connection with an alleged breach of this Agreement, except as part of a claim of indemnification due to damages of such nature alleged or obtained against such party by a third party.

#### **9. POLLUTION LIABILITY**

See above Section 8.

#### **10. COUNTY'S RIGHT TO TERMINATE CONTRACT**

The County has the right to terminate this Contract at its will, orally or in writing, with or without notice, for any or no reason, including but not limited to situations where the Contractor fails to perform the required work as specified in this Service Contract as determined by the County, and fails to correct the deficiency within 30 days after receiving written notice from the County; materially violates any law or regulation of any municipal, County, state or federal laws, rules, regulations, ordinances and specifications, in performance of this Contract; files for bankruptcy protection or is adjudged bankrupt or makes a general assignment for the benefit of their creditors; or if a receiver should be appointed on account of their insolvency; or if the Contractor refuses to supply enough labor, material or equipment to adequately conduct the collection, or otherwise be guilty of violation of any provision of the Contract.

#### **11. CONTRACTOR'S TERMINATION OF THE CONTRACT**

Contractor may stop service or terminate the contract if, through no act or fault of the Contractor, the County Recycling Program is suspended for a period of more than ninety days by the County. Under this circumstance, the Contractor may, upon seven day's written notice to the County, terminate the Agreement and recover from the County payment for completed services. In the event that Contractor terminates the contract pursuant to the above conditions, Contractor understands and agrees that Contractor's sole remedy shall be recovery from the County of payment for completed services and understands and agrees that any consequential damages and any claimed damages resulting from loss of future profits are hereby waived.

#### **12. INDEPENDENT CONTRACTOR/NO JOINT VENTURE**

The Contractor shall be deemed an independent contractor, and not an employee of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor, shall not be considered employees of the County. Any and all claims that

might arise on behalf of employees of Contractor or other persons as a consequence of any act or omission on the part of said employees of Contractor shall in no way be the obligation or responsibility of the County. Contractor fully understands all consequences, financial and legal, of the status of an independent contractor. The services provided under this Contract are separate and distinct from the activities of the County and no joint objective or venture is created by this Contract or the provision of services hereunder.

### **13. ASSIGNMENT**

The Contractor shall not assign the Contract or sublet as a whole or in part without the written consent of the County. Such consent does not release the Contractor from any of their obligations and liabilities under the Contract. Violations of this specification shall result in instant forfeiture.

### **14. CONFLICT OF INTEREST**

Neither the Contractor nor its employees either presently have, or shall acquire interest, direct or indirect, in the contract in any manner forbidden by law. No County official, or deputy or clerk or employee of such official, shall be directly or indirectly interested in this contract.

### **15. SEVERABILITY**

This Service Contract is subject to the laws of the United States of America, the State of Michigan and Ordinances of the County. In the event that any provision of this Agreement shall be held to be contrary to law or Ordinance by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Agreement shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Agreement.

### **16. GOVERNING LAW**

This Agreement shall be deemed to be a contract made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan applicable to contracts wholly to be performed therein.

### **17. MODIFICATION**

Any alterations, variations, modifications or waivers of the provisions of this Service Contract shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and Contractor and attached to this Agreement.

### **18. REPRESENTATION**

The County and the Contractor each represent to the other that, by their respective execution of this Service Contract they have obtained all necessary consents and approvals required for their respective execution and performance thereof.

## **19. INTEGRATION**

The Parties agree that the entire Service Contract between the Parties is contained herein and that this Agreement, including any and all exhibits attached hereto, supersede all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the Contractor and the County or either of them relating to the subject matter hereof.

## **20. MATERIALS TO BE COLLECTED**

Materials to be accepted shall include, but not be limited to: acids; bases; flammables; oxidizers; solid and liquid herbicides, pesticides, fungicides; halogenated/non-halogenated solvents; pool chemicals; insecticides; photo chemicals; fuels; aqueous liquids; liquids containing heavy metals, cyanide, sulfide, and other chemicals that may be corrosive; common household cleaners and drain treatments; pressurized tanks; contaminated auto fluids; motor oil; antifreeze; mercury/mercury containing products; electric lamps; PCB light ballast, transformers, capacitors; household/automotive batteries; and chemicals of unknown compositions, etc.

## **21. ADHERENCE TO PROPERTY USE AGREEMENT**

The Contractor agrees to honor any property use requirements or conditions as imposed in the existing Property Use Agreement between the County and the Missaukee County Road Commission or the County.

## **22. OBLIGATIONS OF THE CONTRACTOR**

The Contractor shall perform all necessary duties related to the collection of materials from participants, including: lab packing, manifesting or completing appropriate shipping papers, signing as generator, transporting and disposing of materials.

With regard to the single day collection events, the Contractor shall be set up and ready for participants by 7:30 AM on the scheduled event days.

### **The Contractor agrees to the following:**

- a. Honor all obligations, commitments, promises and representations made in the RFP.
- b. Provide complete service for a single-day HHW collection event including collection, sorting, packaging, manifesting and record keeping, transporting, processing and disposing of materials in the most cost effective, environmentally sound manner. This includes all necessary equipment to manage and handle material for transportation off-site.
- c. Designate a Site Manager to coordinate the day with Missaukee County, and who will have final authority with regard to refusal of any acceptable waste which has been identified in Section 24 of this contract. Per an understanding between the County and the Contractor, the County will communicate to residents that latex paint can not be accepted at the Events and will instruct residents on how

to properly dispose of latex paint. Nonetheless, the Contractor agrees to accept any incidental quantities of latex that may be brought by residents.

- d. Provide qualified personnel and necessary emergency equipment the day of the collection. Emergency equipment should include, but is not limited to, gloves, hard-hats, protective eye wear, safety eye wash/shower, first aid kit, emergency treatments, spill containment and clean up materials, radio and phone communications, defined emergency response procedures, fire extinguisher, personal protective equipment/coveralls, First Aid Oxygen, etc. It will be the responsibility of the Contractor to determine the total number of staff required, to facilitate a smooth and efficient collection, and to avoid long waiting periods for participants of HHW services.
- e. Provide all supplies and equipment necessary for the collection, handling and transportation of HHW. Materials may include hi-los, pallet jacks, pallets, Gaylord containers, container handling equipment, hand carts, receiving/segregation tables, drums, bulking equipment, container opening tools, misc. hand tools, buckets, absorbents, grounding cables for flammable liquids, field testing materials/kits, labels, appropriate shipping papers, pallets, shrink wrap, etc. All packaging materials must be clearly labeled according to, and must meet, Michigan Department of Transportation (MDOT) specifications and requirements. Additionally, the Contractor will provide floor, and ground coverage, and any necessary containment materials to safeguard against any staining of site surface or further contamination in the event of a spill, or as a result of bulking procedures.
- f. Be responsible for the final disposition of all material collected and will assume all liability once the material leaves the facility. This includes utilizing their EPA Generator ID number for each event and being named and signing as the “generator” and “transporter” or “hauler” on the Michigan Uniform Hazardous Waste Manifest.
- g. Honor a hierarchy for handling materials (recycling, reuse, incineration and treatment for long term disposal in an appropriate landfill) giving preference to reuse and recycling over disposal options whenever possible and practical. All materials collected shall be managed to minimize environmental impact and maximize resource use. When not recycled, the Contractor will dispose of HHW by incineration whenever appropriate and possible to lessen the impact to the environment and to the County. The Contractor will select and provide the names of the appropriate recycling, treatment, storage and disposal sites for material collected. The sites must be permitted and/or approved by the EPA and appropriate agencies as hazardous waste treatment, storage and/or disposal facilities.
- h. Provide verification of an end disposal treatment, storage and disposal facility license before the date of the collection; provide appropriate out-of-state

manifests, if necessary. Provide documentation via the return of a signed manifest or shipping papers of acceptance of the waste at a treatment site. If the Designated Facility is the End Disposal Site, a manifest or shipping papers, signed by a representative from the Designated Disposal Site, must be provided to the County Coordinator within 35 days of the collection date. If the Designated Facility is not the End Disposal Site, Contractor will provide succeeding manifests or Certificates of Tracking ("COT") concerning the shipment to the County Coordinator within 60 days of the collection date. However, there may be instances in which some materials may be consolidated at a storage facility for more than 60 days, or until which time enough material accumulates to cost effectively ship it to the appropriate Disposal Site. In these instances when the Contractor is not able to provide the County with the COT within the 60 day time period prescribed above, Contractor will contact the County and the parties will negotiate a reasonable time period in which the Contractor has to produce the COT, which is not to exceed one year from the time the material was originally collected from the County. The Contractor must obtain from the end disposer a certificate of destruction or treatment for wastes and provide a copy of that certificate to the County Coordinator as soon as materials are disposed of.

- i. The Contractor shall provide a reliable and accurate means to weigh the HHW on-site on the collection day. Disposal costs for HHW shall be based on the weights of materials recorded at the collection site, minus the weight of collection containers.
- j. Tabulate the pesticides collected to be billed to Grand Traverse County Resource Recovery on behalf of Missaukee County's collection.
- k. Provide final weights by type of material collected at the event to Missaukee County for purposes of its final report. This includes a detailed breakdown of HHW by type and weight, in material categories consistent with those used to provide pricing information as detailed in Section 25 of this contract.
- l. The Contractor shall work with County staff to maintain a clean and orderly collection area and will utilize boxes for disposal of incidental waste and collection of corrugated cardboard for recycling, to be provided by the County.
- m. The Contractor shall conduct operations in compliance with all applicable laws, rules, regulations, orders, ordinances, directives, as well as without limitation all applicable licensing, registration, certifications or other such requirements. This includes, but is not limited to, the Resource Conservation and Recovery Act (RCRA), the US Department of Transportation (USDOT) and the Michigan Department of Environmental Quality (MDEQ).
- n. The Contractor shall at all times during this Contract, maintain in full force and effect, Worker's Compensation Insurance including Employer's Liability, and Comprehensive General Liability ("CGL"), and Motor Vehicle Liability Insurance.

Such insurance must support the contractual commitment to the hold harmless and indemnification provisions of this Contract, but neither the coverage nor liability limits of such insurance shall limit the Contractor's obligations thereunder. The CGL and Motor Vehicle Liability insurance coverage shall be occurrence based with minimum policy limits of \$1,000,000 per occurrence to include Personal Injury, Bodily Injury, and Property Damage. Coverage shall include Products and Completed Operations Liability and Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. CGL and Motor Vehicle Liability insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: Missaukee County, the Missaukee County Road Commission, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess. The Contractor agrees to furnish the County certificates of insurance, executed by an authorized agent or broker, as evidence that such insurance has been procured and is in force.

**Documentation verifying the following must be provided:**

- i. The verification of an end disposal treatment, storage and disposal facility license before the date of the collection.
- ii. The Contractor must provide appropriate out-of-state manifests, if necessary.
- iii. Provide documentation via the return of a signed manifest or bill of lading of acceptance of the waste at a treatment site.
- iv. If the Designated Facility is the End Disposal Site, a manifest or shipping papers, signed by a representative from the Designated Disposal Site, must be provided to the County Coordinator within 35 days of the collection date. Otherwise the Contractor must conform to the requirements outlined in section 22.H, Page 9 of this contract.
- v. The Contractor will provide certification of treatment as soon as materials are disposed of.
- vi. Verification of personnel qualifications.
- vii. EPA ID Number:
- viii. Disclosure statement indicating current compliance with state and federal regulations, including a summary of any past (within two years) and ongoing violations or non-compliance with federal transportation or RCRA regulations or similar state regulations and the actions taken or being taken to resolve the non-compliance or violations.
- ix. Verification of insurance that will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract: claims under workers' disability compensation, benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death of employees (limits of liability of

- not less than \$500,000 for each occurrence; damages because of injury to or destruction of tangible property (not less than \$50,000 each occurrence.)
- x. Before starting work the Contractor must furnish to the County certificates of insurance verifying coverage according to the provisions of this Service Contract and must name the County, the Missaukee County Road Commission, and its officials, agents, and employees as additional insured on the Contractor's Liability Insurance and Motor Vehicle Policies.

### **23. OBLIGATIONS OF THE COUNTY**

The County designates the Missaukee County Recycling Center Manager to work with the Contractor to coordinate the collection of HHW at the Events. The County assumes responsibility for the collection and handling of all non-HHW materials. These non-HHW materials include electronics, scrap metal, appliances, bulky waste, tires, books, household items for recycling, incidental trash, and mattresses.

#### **The County agrees to the following to assist the Contractor with the collection of HHW:**

- a. Honor all obligations, commitments, promises and representations made in the RFP.
- b. Handle all customer interfaces including event promotion, education of participants as to event procedures, etc.
- c. Work with the Contractor's designated site manager to ensure the site and HHW collection area will meet the Contractor's needs. At minimum, this includes:
  - i. Adequate space to set up the collection area.
  - ii. To the extent possible, a concrete or asphalt surface at the collection area.
  - iii. Access to sanitation facilities and a worker's break area 25 feet from the collection and loading area.

### **24. FEES**

Costs and fees for complete start-to-finish, collect-through-disposal service shall be as provided below. No other costs, expenses or damages shall be recognized under this Contract or the breach thereof, and each party expressly waives or agrees to forebear pursuit of any incidental or consequential damages. COSTS WILL BE INSERTED UPON ACCEPTANCE OF SUCCESSFUL BID.

### **25. COMPLETE UNDERSTANDING**

This Service Contract and the promises referenced herein constitute the complete expression of the parties' understanding. All other oral or written discussions are merged herein. This Service Contract may only be modified in writing duly approved and executed by both parties.

**COUNTY**

**CONTRACTOR**

---

Chair, Missaukee County  
Board of Commissioners

---

Its:

---

Date of Signature

---

Date of Signature

# REQUEST FOR PROPOSALS - HAZARDOUS WASTE COLLECTION SERVICES

## SUBMISSION REQUIREMENTS

Interested contractors will submit a proposal package consisting of two sections, the Technical Proposal and the Cost Proposal. Detailed requirements follow:

### **TECHNICAL PROPOSAL**

The Technical Proposal is intended to serve as the document that proposal evaluators can use to quickly assimilate all technical and business aspects of the proposal. The items listed in the following subsections are required elements of the Technical Proposal and are contained in Attachments 1: Technical Proposal Checklist and Attachment 2: Organization and Staffing Information.

### **Proposal Authorization Transmittal/Certification Letter and Signature**

The Transmittal/Certification Letter must be signed by an officer of the bidding organization empowered to sign a document that commits the vendor to the obligations in the proposal.

### **Introduction to Proposal**

Provide an overview of the proposal including a brief summary of the organization, its services, corporate ownership, resources, track record and ability to meet the needs of the County as expressed in this RFP.

### **Organizational and Staffing Information**

Complete Attachment 2: Bidder's Organizational and Staffing Information to outline organizational information and staffing structure and management credentials. This information must be completed as part of the Proposal. The form is not intended to limit the type, quality, or quantity of data and information supplied by the vendor. Attach additional sheets if more space is required.

### **Related Project Experience**

A list of previous household hazardous waste projects performed by the contractor is required. This list is to include agency name, contact(s), telephone number(s), and a description/scope of the project.

### **On-site Services to be offered**

A detailed description of on-site activities including receipt, segregation, packaging, testing and loading should be included, as well as the vendor's method for handling capacity in pounds of material and number of cars per hour. Included should be a staffing plan, identifying the specific individuals to be assigned to the event and their job roles, an equipment list showing all items to be used at the event, identification by name, address and contact person for all transfer, disposal and/or recycling facilities that will be used, and a Spill and Prevention Plan that identifies all key procedures and contacts to be used in the event of a spill. The Proposal should assume that the event will begin by 7:30 am on the specified days and end at 4:00 pm. The vendor should be

on-site and ready to receive residents by 7:30 am. The vendor will leave the collection site in a timely manner, once all waste has been packaged and loaded, and documentation completed.

### **On-site Equipment List**

Contractor shall submit a list of on-site equipment that will be available at the collection facility. The list should include all fire prevention, safety, personal protective equipment, as the contractor deems suitable or necessary for the project.

### **Identification of Unknowns**

Contractor shall submit procedures by which the identity of unknown materials can be determined. This procedure should be performed at the collection site and should provide sufficient information to permit safe transportation of the chemicals in accordance with DOT regulations.

### **Acceptable and Unacceptable Material**

A list of Acceptable Materials and Unacceptable Materials is to be included in the Contractor's Proposal. The County shall not be responsible for disposal of any HHW. All material collected will be disposed of by the contractor or returned immediately to the originating household.

### **Flammable Bulking Procedures**

Since flammable solvents may be bulked on site, standard operating procedures for bulking of flammable liquids must be submitted.

### **Spill and Fire Prevention Plan**

Contractor is requested to provide spill prevention and fire prevention plans tailored to on-site activities at the collection facility.

### **Contingency Plan**

Contractors are requested to provide a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of emergency on-site.

### **Transportation and Disposal Facility Lists**

A complete listing of storage, transfer, transportation and disposal facilities (TSD) that may be utilized in this project is required. The TSD facility is to include the location, contact, phone and federal identification number of each facility. Permits should be attached. The County requires utilization of US EPA licensed facilities.

### **Contractor Truck Equipment**

Vehicles used by the Contractor needs to be painted, clean, clearly marked and in good repair and compliant with all DOT and EPA requirements. Contractor is required to provide documentation that DOT and all other required licenses have been obtained.

## **Recycling**

As part of the Proposal, materials that can be recycled will remain on site for Missaukee County Recycling. Materials include #1-#5 container plastics, #7 container plastics, newspaper, cardboard, boxboard, car/ORV/and marine batteries. A Gaylord container will be provided for collection of those materials. Incidental trash will be disposed of by Missaukee County Recycling.

## **Exceptions to Agreement (Attachment 3)**

***The County is not obligated to consider exceptions called out in the Vendor's Proposal.***

Complete Attachment 3: Exceptions to RFP Specifications and Service Agreement if Bidder intends to take any exceptions to the program specification set forth in the RFP documents and service agreement. Instructions contained as part of Attachment 3 indicate that Bidders are to prepare the Cost Proposal forms based on the program specification set forth in the RFP documents without considering any exceptions that may be set for on this form. In the event the Bidder takes exception to the RFP specifications they may set forth those exceptions in the manner described in Attachment 3.

## **Compliance**

Disclosure statement indicating current compliance with state and federal regulations, including a summary of any past (within two years) and ongoing violations or non-compliance with federal transportation or RCRA regulations or similar state regulations and the actions taken or being taken to resolve the non-compliance or violations.

## **COST PROPOSAL**

Each Bidder shall submit a Cost Proposal for HHW services that includes all cost information identified and described below for the one-day collection event. A proposal checklist and appropriate forms are found in Attachments 4 thru 6.

## **Collection Cost Proposal Signature Page**

The Collection Cost Proposal Signature Page must be signed by an officer of the bidder's organization empowered to sign a document that commits the bidder to the price quotes stated in the collection cost proposals.

## **Collection Services Cost Proposal**

The Collection Cost Proposal must be filled out in full in order to have the cost proposals in the evaluation process. Price quotes are per unit as specified in the form. All prices quoted are for services as described in this RFP unless the Bidder submits specific exceptions as part of Attachment 3: Exceptions to Agreement.

# REQUEST FOR PROPOSALS - HAZARDOUS WASTE COLLECTION SERVICES

## *Attachment 1: Technical Proposal Checklist*

- \_\_\_\_\_ Transmittal/Certification Letter
- \_\_\_\_\_ Introduction to Proposal
- \_\_\_\_\_ Attachment 2: Bidder's Organization and Staffing Information
- \_\_\_\_\_ Related Project Experience
- \_\_\_\_\_ On-Site Services to be offered
- \_\_\_\_\_ On-Site Equipment List
- \_\_\_\_\_ Identification of Unknowns
- \_\_\_\_\_ Acceptable and Unacceptable Material
- \_\_\_\_\_ Flammable Bulking Procedure
- \_\_\_\_\_ Spill and Fire Prevention Plan
- \_\_\_\_\_ Contingency Plan
- \_\_\_\_\_ Transportation & Disposal Facilities
- \_\_\_\_\_ Attachment 3: Exceptions
- \_\_\_\_\_ Compliance
- \_\_\_\_\_ Attachment 4: Cost Proposal Forms and Checklist
- \_\_\_\_\_ References
- \_\_\_\_\_ Undesirable Waste

**REQUEST FOR PROPOSALS - HAZARDOUS WASTE COLLECTION SERVICES**

*Attachment 2: Bidder's Organization and Staffing Information*

1. Business Name

---

2. Business Address

---

---

---

3. Primary Contact Person(s)

---

---

---

4. List all firms participating in this project (including prime contractors, subcontractors, etc.)

---

---

---

5. Outline specific areas of responsibility for each firm listed in question 4.

---

---

---

6. Professional/Management Information for professional or management level staff that will be responsible for providing services, provide additional information indicating the individual(s) areas of education, expertise and experience. The information should include: Names and Title, Project Assignment, Name of Company working for, years of experience with this company and other similar companies, education – including degrees and specialization, other relevant experiences and qualifications. The information should also indicate the senior manager, contract manager, site manager(s) and on-site technical staff.

## REQUEST FOR PROPOSALS - HAZARDOUS WASTE COLLECTION SERVICES

### *Attachment 3: Exceptions to RFP Specifications and Service Agreement*

Bidders are to prepare the Cost Proposal forms based on the program specifications set forth in the RFP document without considering any exceptions that may be set forth on this form.

In the event the Bidder takes exception to the RFP specifications they may set forth those exceptions in the following manner.

1. The exceptions are to be presented on a paper whose pages are titled, "Exceptions to Agreement".
2. Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the County, the residents or both, the specific dollar change in each of the various service rates, as proposed by the Bidder in this RFP, that would take place if the exception was accepted by the County.
3. The exceptions must be followed with the following language without exception.
  - a. "Except as set forth above, Bidder is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Service Agreement. The Bidder assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Service Agreement.
4. This form must be signed by an individual authorized to commit the Bidder's firm to the Contract in the manner set forth below.

Signature: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Please note that if exceptions are taken, all required information, as set forth above must be submitted.*

## REQUEST FOR PROPOSALS - HAZARDOUS WASTE COLLECTION SERVICES

### *Attachment 4: Cost Proposal Forms and Checklist*

#### Checklist:

\_\_\_\_\_ Attachment 5: Collection Cost Proposal Bid Form Signature Page

\_\_\_\_\_ Attachment 6: Cost Proposal

# REQUEST FOR PROPOSALS - HAZARDOUS WASTE COLLECTION SERVICES

## *Attachment 5: Collection Cost Proposal Bid Form Signature Page*

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

By submission of a proposal, the vendor is required to certify as to its own organization, that in connection with this proposal:

1. The costs in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any bidder or with any competitor; and
2. Unless otherwise required by law, the costs that have been quoted in the proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to award directly or indirectly to any other bidder or to any competitor.

### **ATTESTATION AND AUTHORIZATION OF SIGNATURE**

By signing below, the undersigned acknowledges that he or she has examined the complete Request for Proposals ("RFP") and all of its requirements and all information provided herein is true, accurate and complete. Further, the undersigned attests that he or she is authorized to commit and by signing is committing the Contractor to all elements of the proposal. The undersigned acknowledges that the County will have no legal obligation to the Contractor until such time as the "Contract for Services" is duly approved and executed by the County and by the Contractor. The County is free to reject any and all bids, even after notification of acceptance, until the written Contract is executed and any costs incurred or work deferred or rejected by the Contractor until the Contract is executed is entirely at the Contractor's risk. Finally, the undersigned states that this price quote is firm and may be relied upon by the County as provided in the RFP.

SIGNATURE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# REQUEST FOR PROPOSALS - HAZARDOUS WASTE COLLECTION SERVICES

## *Attachment 6: Cost Proposal*

The County prefers to be provided a price per pound as denoted below, with some exceptions where costs should be assessed per item, or a fixed cost applies. Disposal costs shall reflect all costs associated including staffing, transportation, US DOT shipping containers and necessary lab-packing supplies, as well as any other additional materials necessary.

### **Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Unit Cost Quotes**

1. Aerosol Cans \$\_\_\_\_\_ / per pound
2. Propane Cylinders \$\_\_\_\_\_ / per pound or per item
3. Fire Extinguishers \$\_\_\_\_\_ / per pound or per item
4. MAPP Gas, Oxygen Cylinders \$\_\_\_\_\_ / per pound or per item
5. Acetylene \$\_\_\_\_\_ / per pound or per item
6. "Poison" or Lethal Cylinders \$\_\_\_\_\_ / per pound or per item
7. Corrosive Liquids \$\_\_\_\_\_ / per pound
8. Corrosive Solids \$\_\_\_\_\_ / per pound
9. Dioxin Precursors \$\_\_\_\_\_ / per pound
10. Pesticide Liquids \$\_\_\_\_\_ / per pound (separate bill)
11. Pesticide Solids \$\_\_\_\_\_ / per pound (separate bill)
12. Flammable Liquids \$\_\_\_\_\_ / per pound
13. Flammable Liquids (Bulked) \$\_\_\_\_\_ / per pound
14. Oil Based Paint \$\_\_\_\_\_ / per pound
15. Asbestos \$\_\_\_\_\_ / per pound
16. Alkaline/NiCad Batteries \$\_\_\_\_\_ / per pound
17. Reactives \$\_\_\_\_\_ / per pound

- 18. Mercury \$\_\_\_\_\_ / per pound
- 19. Characterization of Unknowns \$\_\_\_\_\_ / per pound
- 20. Latex Paint \$\_\_\_\_\_ / per pound
- 21. Motor Oil \$\_\_\_\_\_ / per pound
- 22. Antifreeze \$\_\_\_\_\_ / per pound
- 23. Oil Filters \$\_\_\_\_\_ / per pound
- 24. Lithium, Button Cell Batteries \$\_\_\_\_\_ / per pound
- 25. Mercury Thermometers \$\_\_\_\_\_ / per pound
- 26. Misc Non-Regulated Cleaners/Liquids \$\_\_\_\_\_ / per pound
- 27. Non-DEA Pharmaceuticals \$\_\_\_\_\_ / per pound
- 28. PCB Ballast \$\_\_\_\_\_ / per pound
- 29. Fluorescent Lamps \$\_\_\_\_\_ / per pound
- 30. Sharps/Medical Waste \$\_\_\_\_\_ / per pound
- 31. Smoke Detectors \$\_\_\_\_\_ / per pound
- 32. Other \_\_\_\_\_ \$\_\_\_\_\_ / per pound
- 33. Other \_\_\_\_\_ \$\_\_\_\_\_ / per pound

**Recyclable Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Unit Cost Quotes**

The Contractor is encouraged not to lab pack materials if a recycling or treatment option alternative is feasible. The Contractor is encouraged not to pack materials that can be managed as a household non-hazardous waste. The following unit cost quotes are for all materials that are proposed for recycling or treatment that doesn't require lab packing or for disposal as household non-hazardous waste.

**Other Applicable Costs**

Describe: \$ \_\_\_\_\_ Total

---

---

---

---