

# Household Hazardous Waste Disposal Request for Proposal

## Project and Location

Household Hazardous Waste (HHW) Disposal Contract for the Multi-County area of Huron, Lapeer, Sanilac and Tuscola Counties in Michigan.

## Program Background

The Thumb communities have had an outlet to properly dispose common household hazardous materials. The continuation of this program requires that these products require proper **disposal by trained and licensed disposal personnel.**

## Contractor Solicitation

Tuscola County is hereby soliciting proposals from interested contractors for the transportation and disposal of HHW from collection sites located in Tuscola, Huron, Sanilac, and Lapeer Counties.

## Obligations of the Contractor

### General requirements

The Contractor shall perform all necessary duties related to the pick up and disposal of the unused HHW products in accordance with local, state, and federal laws. This includes the transportation and disposal of these materials as per the following specifications:

1. The Contractor will provide the proper transportation and disposal of all HHW products utilizing licensed hauling storage equipment to a designated, licensed disposal site pursuant to any and all local, state, or federal laws and regulations.
2. The Contractor must accept legal generator status (by manifestation) once the material is loaded on the contractor vehicle and the vehicle leaves the County facility.
3. Disposal shall be addressed on an individual shipment basis. The Contractor will be provided with a tentative list of materials to be disposed of and the amounts and unit sizes of each material.
4. The Contractor will select methods of waste disposal that include the following waste hierarchy: recycling, energy recovery, and incineration when feasible versus disposal by landfilling.
5. County personnel will sort the collected waste according to the Contractor's specification. Training in sorting and safety protocol will be provided to the Counties by the Contractor. The Contractor must provide at least one employee that is trained and experienced in the identification of hazardous waste, as defined by federal, state and local laws or regulations, and to provide technical assistance at all of the scheduled HHW collections.
6. All Bids must contain and include the all necessary packing equipment and supplies including US DOT approved drums, boxes, packing material (vermiculite, etc.) labels, manifests, and motor vehicles as required by law.
7. The Contractor must provide a list of all items that will not be allowed for collection as required by the contractor, or by local, State or federal laws and regulations.
8. The Contractor is not allowed under any circumstances to subcontract any part of the work outlined in this proposal, except for that of final disposal. The Contractor must have the appropriate transporters for the State of Michigan and all states through which the waste will be transported.

9. Contractor will remove, upon request, any contaminated equipment and/or supplies (i.e. plastic, PPE, etc) from the collection site.
10. Contractor shall weigh all waste prior to removal from the collection facility and provide written documentation to the total quantity and types of wastes received prior to leaving the collection facility.
11. Provide an Emergency Response Plan in the event of an incident while loading materials onto Contractors vehicle.
12. Provide a Certificate of Disposal within 60 days of receipt of wastes from the collection event and provide a detailed invoice to the Counties within 60 days of receipt of wastes. Payment will be withheld until Certificate of Disposal is received.

## **PRICING**

All prices offered herein shall be firm against any increase for the initial (2) two-years from the effective date of the contract. Prior to commencement of subsequent renewal terms, the Counties may entertain an increase request.

Any proposed price increases shall be submitted forty-five (45) days prior to the next renewal period. The Counties reserves the right to accept or reject the request for a price increase for the next renewal period. If the price increase is approved, the price will remain firm for that renewal period.

## **Record Keeping**

1. All manifest required by the US EPA and all regulatory agencies through which the waste are transported and the final destination where the waste will be disposed of are to be completed by the Contractor with verification copies provided on a timely basis to the MCSWTF.
2. The Contractor shall provide documentation verifying that it is currently licensed and will be licensed at the time of the pick ups under Act 64 and Act 136 (liquid Industrial Waste Hauler License).
3. The Contractor shall provide within 60 days, written documentation of the total quantity of each class waste, its disposal site, the treatment /disposal process, and all required paperwork to verify disposal at the licensed facility.
4. The Contractor must obtain from the End Disposer a Certificate of Destruction for wastes and provide a copy of said certificate to the County where event was held.
5. Approval for payment of any invoice shall not be granted until all appropriate manifests and disposal documents have been provided to the County where the event was held.

## **Contractor Personnel**

Contractor personnel must be trained and experienced in the handling, transportation and disposal of these types of materials. A minimum of one year of experience is required for all personnel directly involved with this project. Bidders must possess all required licenses as detailed in the *Record Keeping* section above.

## **Quotations**

To be considered, each bidder must submit a sealed and completed response to this RFP, using the format provided in the Bid Quotation, Attachment A. No other distribution of quotations is

to be made by bidder. Bidders are to complete, sign, and return Attachment A as detailed in the *Quotation Submittal* section.

The response must be submitted in two parts, the Bid Qualification information, in a sealed envelope: the Bid Price Quotation, in its own sealed envelope; and both the two sealed parts returned in another sealed envelope. **No Faxed or Emailed bids will be accepted.**

### **Acceptance of Quotation Content**

The contents of the RFP and the quotation will become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award. The Counties are not responsible for any costs incurred by any bidder prior to the issuance of any contract resulting from the RFP.

### **Selection Criteria**

Responses to the RFP will be evaluation on the following criteria. Only those bid quotations received at the proper location before the bid close will be evaluated.

**Eligibility Determination** -- Bidders are considered eligible if they have performed the following:

1. Submitted a completed Bid Quotation for HHW Disposal - Attachment A
2. Attached all required supporting documents including:
  - Proof of insurance meeting the minimum of RFP
  - Michigan Hazardous Waste Transporters Licenses
  - Identification of the amount of liability insurance deductibles and evidence of the ability to meet financial obligations not covered by the insurance in the event of a claim or claims.
3. Identified sufficient equipment & qualified personnel to meet contract requirements
4. Set forth an acceptable Work Plan, which discusses specifically how the bidder would execute the project if awarded the contract.
5. A disclosure statement which indicates 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 of RCRA regulations or similar state regulations and the actions taken or being taken to resolve the non compliance or violations.

### **Sealed Bid Receipt**

Quotations must be received by Tuscola County on or before the due date and time specified on the cover page of the RFP. Quotations which are received after the specified due date and time will not be considered.

As identified in the Quotations section, quotations must consist of two components: the Bid Qualifications and the Bid Price Quotation, each in their own sealed envelope and sent together in a third sealed envelope.

## **Disclosure**

All information in a bidder's quotation is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as: the "Freedom of Information Act." This act also provides for the complete disclosure of contracts and attachments thereto.

## **Accounting Records**

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the Counties. Financial and accounting records shall be made available, upon request, to the Counties or its designees, at any time during the contract period and any extension thereof, and for three years from expiration date and final payment on contract extension thereof.

## **Indemnification**

The Contractor shall indemnify and hold harmless the Counties and its agents and employees from and against, all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or the work, which includes all labor; material, and equipment required to produce the commodity, construction, and/or service required by the contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable.

In any and all claims against the Counties or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnific obligation under this contract shall be not limited in any way by the 'amount or type of damages, compensation or benefits payable by or for the Contractor or 'any subcontractor under Workers Disability Compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this contract shall not extend the liability of the Counties, its agents or employees arising from the:

- (1) preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
- (2) giving of or failure to give directions or instructions by the MCSWTF, its agents or employees provided such giving or failure to give is the primary cause of injury or damage.

## **Equal Opportunity**

The Contractor shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment because of the age or sex of the person except where based on bona fide occupational qualifications as provided in Act Number 251 of the Public Acts of 1955, as amended, entitled the Michigan State Fair Employment Practices Act ("Act").

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment because of race, color, religion, national origin, or ancestry. Breach of these covenants may be regarded as a material breach of this Agreement as provided in the Act.

## **Insurance Requirements**

The Contractor shall be required to submit documented proof of the following minimum insurance coverage limits and name the Counties as an “additional insured” as it pertains to the requirements outlined in items 1 through 4 below:

1. General Liability @\$1,000,000: Comprehensive form including premises, operations independent contractor’s contractual liability insurance, and products/completed operations hazards.
2. Automobile liability @\$1,000, 000: Combined single limits bodily injury/property damage and Michigan no-fault coverage residential auto liability - comprehensive form covering owned hired and non-owned vehicles.
3. Pollution Legal Liability (annual aggregate) \$2,000,000
4. Worker Compensation @ Statutory levels

## **Cancellation**

Cancellation of the contract by the Counties may be for a) default by the Contractor, b) lack of further need for the service the location named in the contract, or c) inadequate funds. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation, contracts, or purchases order. In case of default by the Contractor, the Counties may cancel the contract immediately and procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby. In the event the Counties no longer needs the service specified in the contract or due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the Counties may cancel or reduce the contract by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.

## **Contract Period**

The contract will run from the date of signing until December 31, 2016. The contract may be extended beyond stated time provided that both parties agree in writing to said extension.

## **Information Required from Bidders**

Each bid must include a Bidder’s Qualification section and a Price Quotation. Each Bidder’s price quotation must be submitted on the enclosed Bid Quotation for HHW Disposal, Attachment A, or in a similar format. There should be no attachments, enclosures or exhibits other than those considered by the bidder to be essential to a complete understanding of the quotation submitted.

## **Business Organization**

State the full name and address of your organization and if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. List names of all transporters and disposal sites connected with the contract.

## **Related Project Experience**

Provide a list of previous HHW collection projects performed by the contractor. Include the agency name, contact(s), telephone numbers, and a brief description and scope of the project.

## **Employee Profile**

Provide the names, experience and education of the staff, associates and independent contractors to be used by the bidder on this project.

### **Facility List**

Provide a complete list of all TSDf's that may be utilized throughout the course of this project. This list shall include the location, contact(s), phone number and US EPA identification number of each facility. Current permits and licenses for each facility shall be included.

### **Licenses**

Include copies of all applicable licenses, which are necessary to perform the duties described in this RFP.

### **Insurance**

Submit documented proof of the insurance coverage required by this RFP and proof that the Counties has been named as an "additional insured" as it pertains to the requirements outlined in this RFP.

### **Compliance Disclosure**

Provide a statement which indicates 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 actions taken or being taken to resolve the non-compliance or violation.

### **Quotation Submittal**

**Sealed bids must be received at the:**

**Tuscola County Recycling Facility**

**1123 Mertz Rd**

**Caro, MI 48723**

Properly complete and sign the Bid Qualification information and the Bid Price Quotation and insert each of them in separate sealed envelopes and mail in a third sealed envelop. Clearly mark the envelope "HHW Disposal Bid" in the lower left-hand corner.

**Bids are due no later than 4 pm March 13, 2015.**

Questions should be directed to:

Mike Miller – Recycling Coordinator

Tuscola County Recycling Facility

1123 Mertz Rd

Caro, MI 48723

(989) 672-1673

[recycle@tuscolacounty.org](mailto:recycle@tuscolacounty.org)

## **Attachment A**

Company Name

Bid Quotation

Labor (for time retrieving HHW only, as hourly rate per person)

Labor (for time on-site only assisting with HHW collection, hourly rate)

Estimate the number of employees required retrieving the HHW for disposal

Transportation (Flat rate per collection - do not give cost/mile)

Disposal (net per pound price)

These are some of the items to be collected from residents (list is not all inclusive):

Aerosols	Automobile fluids/grease
Oil based paints	Household cleaners
Gasoline/solvents	Reactives
Antifreeze/coolants	Pool chemicals
Stains/shellacs/varnish	Flammables/adhesives
Roof coating/tar	Caulks/sealers
Driveway sealers	Acids

Mileage and labor should be based on the pick-up location.

Signed

Title

Printed

Date

Company address