

REQUEST FOR PROPOSAL

#6832

Household Hazardous Waste (HHW) Collection and Disposal Services at 705 N. Zeeb Rd. and / County Clean Up Days

FOR

Washtenaw County Office of Water Resources Commissioner

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Angela O. Perry
Purchasing Manager
(734) 222-6768



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6832

March 20th, 2015

Washtenaw County Purchasing Division on behalf of the Office of Water Resources Commissioner is issuing a sealed RFP #6832 for household hazardous waste services and County cleanup.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and four (4) **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By Friday, April 10, 2015 at 2:00 PM. EST

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope(s) must be clearly marked including FedEx & UPS package labels "SEALED RFP#6832"
- Please direct purchasing and procedural questions regarding this RFP to Angela O. Perry **via e-mail only** to perrya@ewashtenaw.org
- Please direct technical questions regarding this RFP to Dept contact **via e-mail only** at Moodyd@ewashtenaw.org or Krcmarij@ewashtenaw.org.

Thank you for your interest and fillable forms are included for your convenience.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Department”	Office of the Water Resources Commissioner

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and four (4) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

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F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of two (2) year(s), with an option to renew an additional one (1) year(s), pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

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III. VENDOR SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience. (Attach as Addendum A)
- B. Staff performing HHW services on-site including laborers, technicians and chemists **MUST** be trained and qualified per all state and federal requirements pertaining to HHW collection operations. A copy of all certificates must be included in the proposal. (Attach as Addendum B)
- C. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name and phone number. (Attach as Addendum C)
- D. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract. (Attach as Addendum D)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with the most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SCOPE OF WORK

BACKGROUND

The Washtenaw County Home Toxics Reduction Program has been operating collections of household hazardous waste materials generated by residents of the County since 1984. The County has a permanent facility located on the west side of Ann Arbor and has been awarded the Michigan Department of Agriculture, Clean Sweep Grant starting in 2011 which will be implemented with ongoing established permanent HHW services. The County is accepting proposals for staffing, segregating, packing, transportation and disposal of normal Home Toxics and to provide direct on site services to meet the Michigan Department of Agriculture (MDA), Clean Sweep Grant. **Each of these services (HHW and the Clean Sweep Grant) and / or County Clean Up Day Events held throughout the county may facilitate a single contract to cover these programs or it may be deemed necessary to have 2 entirely separate**

contracts to obtain the most favorable pricing and optimal service to the county and its residents. Familiarity with the State of Michigan, Dept. of Agriculture, “Clean Sweep Grant Program” and its criteria for reporting pesticide materials will be necessary.

In 2014, Saturday collections were held the 1st three (3) Saturdays of each month (April-November), excluding holiday weekends, from 9:00 to noon at the County’s permanent facility. In 2014, over 466,892 pounds of HHW material was collected. Collections at the permanent facility serviced an average of 239 cars per Saturday. The Contactor provided at least two staff members at each of the 23 Saturday collections. The County provided one or two staff members to assist in the collection and provide educational materials to answer questions from participants. Additional staffing may be needed and costs for additional staff are requested on bid sheets. This RFP is soliciting bids for the contractor to assume the routine operation of Saturday HHW collections at the permanent facility located at 705 N. Zeeb Rd. in Ann Arbor, MI. and also to conduct on site Clean Sweep pesticide and mercury drop off appointments from 12:00 PM. to 2:00 PM. on normal HHW Saturdays. **In conjunction with the normal HHW Saturday collections, additional off site MDA Clean Sweep collections maybe coordinated each year of the contract with Neighboring Counties.**

The purpose of this RFP is to solicit proposals for the provision of any and all MDA Clean Sweep collection services at Jackson and Lenawee county sites and at the permanent collection facility every Saturday scheduled collection.

SECTION 1: MDA / CLEAN SWEEP GRANT / SPECIAL COLLECTIONS

1. The Contractor **MUST** be familiar with the Michigan Department of Agriculture’s “Clean Sweep Grant”, guidelines, the grant’s mission, the grant’s database entry requirements, the grant’s invoicing criteria, etc.
2. The Contractor will be responsible for the set-up, coordination, and site management of special off site Clean Sweep Grant collections in Jackson and Lenawee Counties per grant requirements. The Contractor will work with the County to determine mutually acceptable collection dates. These Clean Sweep Collections will also be held on Saturdays. The Contractor will be responsible for **ALL Clean Sweep materials collected, data entry for each collected material into the Michigan Dept. of Agriculture’s Clean Sweep data base using their provided software per grant requirements.** The Contractor will provide at least three (3) staff members: one(1) field chemist and two (2) staff members to help unload segregate and pack collected materials at the Clean Sweep grant special collections.
3. The Contractor will provide all items needed for site set-up, including but not limited to directional signage, traffic cones, sorting tables, packaging materials, safety equipment, etc.
4. County staff from Lenawee and Jackson counties will assist the Contractor with directing traffic, verification of residency as necessary. The contractor staff will be required to identify, classify, unload vehicles, and pre-sorting of materials, weigh and package materials for

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- transportation, treatment, and disposal in accordance with the Clean Sweep Grant criteria and all local, state, and federal laws.
5. The types of materials to be collected shall be household waste materials from residential generators and commercial generators that may be described as Pesticides, Mercury and Mercury containing devices. Any or all of the waste collected may be: ignitable, reactive, corrosive, toxic, and other such materials as defined by the Hazardous Waste Management Act.
 6. The Contractor will provide containers for the collection of ALL Clean Sweep Materials, including, but not limited to, US Department of Transportation approved drums, packing materials, labels, manifests, and motor vehicles as required by law and shall enter such data on labels and manifests as required by law. Invoices **MUST** show the materials collected and include: material weights for each category, tear weights, number of containers (drums, carboys, pallets, etc.) must also be captured on all invoices submitted to Washtenaw County for payment.
 7. The Contractor must declare legal generator status once the material is loaded onto the Contractor's vehicle.
 8. The Contractor will provide the proper transportation of all collected Clean Sweep materials utilizing licensed hauling vehicles pursuant to any and all local, state, or federal laws and regulations of collected materials. All Clean Sweep materials collected during a special Saturday collection **MUST** be removed off the host collection site on the day of the event.
 9. The Contractor will properly store and dispose of all household hazardous materials in a properly licensed disposal site pursuant to any and all local, state, or federal laws and regulations.
 10. Written documentation of the total quantity of each waste, its disposal site, and all required paperwork to verify disposal at a licensed facility will be provided to the Program Coordinator within thirty (30) days of each scheduled collection.
 11. The Contractor will provide a detailed list of acceptable items and items which will not be allowed for disposal as required by the Contractor, local, state, or federal laws and regulations (e.g., ammunition, weapons, explosives).
 12. The Contractor will provide a review of safety procedures at each Clean Sweep Special collection for County staff and volunteers.
 13. The Contractor shall provide Tyvek suits, safety glasses, and chemical resistant gloves for County's employees and volunteers if needed.
 14. The Contractor will be responsible for handling all unknown materials to determine proper DOT shipping requirements.
 15. The Contractor will be responsible for handling remote openings for re-actives as needed.

16. The Contractor will be responsible for the “Clean Sweep Grant” Payment Schedule: Payments from the state will be made available upon receipt of an invoice from the Washtenaw County, including itemized vendor invoices and a summary of the types (by EPA Registration Number) and amounts (by weight or volume) of pesticides and mercury collected with each cost-reimbursement billing. The Washtenaw County summary shall distinguish the total tare weight (deduction of the container weight from the gross weight to obtain the net weight of product) of pesticides, mercury collected, and the weight of containers and packaging used by the vendor to dispose of pesticides and mercury. This summary will be compiled using computer software provided by the Grantor. Washtenaw County invoice submitted in the absence of collection software data will not be honored.
17. The Contractor will be responsible for a “SUMMARY” of all materials collected under the “Clean Sweep Grant” utilizing the State of Michigan, Department of Agriculture’s computer software. All invoices submitted by the contractor **MUST** be accompanied by corresponding collection software data summarizing the pesticides collected. These generated invoices shall serve as a “SUMMARY.” All submitted reports / invoices **MUST** indicate the total tare weight (deduction of the container weight from the gross weight to obtain the net weight of material) of pesticides collected and the weight of the containers and packaging used by the vendor to dispose of pesticides.
18. The Contractor will be responsible to generate and provide a summary attachment for each invoice to include: Number of participants, number of containers (drums, pallets, carboys, etc.), number of mercury containing devices and a breakdown of types of devices collected.

SECTION 2: SATURDAY ONLY HHW COLLECTIONS

1. The Saturday HHW collections will be held at the County’s permanent facility located behind 705 N Zeeb Rd. The HHW collections will be held from 9 a.m. until noon the 1st three (3) Saturdays of each month beginning the first Saturday in April to the third Saturday in November. Following the Sat. HHW collections until 2:00 PM., Clean Sweep Drop Off appointments will be scheduled by county staff and conducted as needed by the contractor. Saturday collections **WILL NOT** be held on Memorial Day, Independence Day (July 4th weekend) or Labor Day weekends, nor the weekend following Thanksgiving.
2. The Contractor will provide at least one staff member to help unload, segregate and pack collected materials. The County will provide at least one worker to help unload and provide educational materials to participants. The level of participation may warrant more than one representative from each party. If the Contractor is requested to provide more than one worker they will be compensated for the additional worker based on an hourly rate. (see bid sheet) Participation levels will be monitored to assure adequate staffing. The program coordinator or a representative of the County will be available by phone if problems arise for the Saturday collections at the permanent facility.

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3. The types of materials to be collected shall be household waste materials from residential generators that may be described as ignitable, reactive, corrosive, toxic, and other such materials as defined by the Hazardous Waste Management Act (e.g., oil-based paint, fuels, solvents, acids, bases, pesticides, herbicides, mercury, and aerosols). Pesticides, Herbicides, and Mercury from residents and commercial sources may also be collected and processed during post Saturday collections by appointment from 12:00 PM. To 2:00 PM.
4. The Contractor will provide containers for the collection of household hazardous waste (HHW) materials and Clean Sweep pesticides and mercury containing devices including, but not limited to, US Department of Transportation approved drums, packing materials, labels, manifests, and motor vehicles as required by law and shall enter such data on labels and manifests as required by law and / or Clean Sweep Grant.
5. The Contractor must declare legal generator status once the material is loaded onto the Contractor's vehicle.
6. The Contractor will provide the proper transportation of all household hazardous materials utilizing licensed hauling vehicles pursuant to any and all local, state, or federal laws and regulations.
7. The Contractor will properly store and dispose of all household hazardous materials in a properly licensed disposal site pursuant to any and all local, state, or federal laws and regulations.
8. Written documentation of the total quantity of each waste, its disposal site and all required paperwork to verify disposal at a licensed facility will be provided to the Program Coordinator within 30 days of each scheduled pick up. ALL materials collected under the Clean Sweep Grant MUST be weighed and documented data entry using the State of Michigan, Dept. of Agriculture's database per grant requirements.
9. The Contractor will provide a detailed list of acceptable items and items which will not be allowed for disposal as required by the Contractor, local, state, or federal laws and regulations (e.g., ammunition, weapons, explosives).
10. The Contractor will be responsible for identifying all unknown materials to determine proper DOT shipping requirements.

SECTION 3: ADDITIONAL SERVICES

1. The Contractor will be available to provide service for other agencies: including schools, government offices, and homeowners within the county with materials that should not be transported for safety reasons.
2. The Contractor will invoice the agency in need for services rendered using the hourly rate and price per pound disposal found in Bid Sheet 1.

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3. The Contractor shall assist, if needed, the agency in need to receive a generator number from the EPA to assure the work is done in a legal manner.
4. The Contractor **MUST BE** familiar with the Michigan Dept. of Agriculture's "Clean Sweep Grant," the grant's mission, the grant's database entry requirements, the grant's invoicing criteria and the grant's pharmaceutical waste sorting, processing and weighing procedures

VII. RECORD KEEPING

1. The Contractor must complete record keeping forms required by the US Environmental Protection Agency and all regulatory agencies through which the wastes are transported and the final destination where the waste will be disposed of. Verification copies must be provided to the Program Coordinator within 30 days of a pick up by the Contractor.
2. The Contractor shall submit with the bid names, addresses, EPA numbers, and state certification numbers of main offices, transporters, and disposal sites connected with this contract.
3. The Contractor shall submit with the bid evidence of full laboratory certification by appropriate authorities for principle or subcontractor.

VIII. ENVIRONMENTAL RESPONSIBILITY

Washtenaw County is committed to improving public health and safety. As part of this commitment, the County agrees to pay for the recycling or reuse of household hazardous waste collected at the fixed-site Home Toxics Reduction Center and satellite collections if the cost for these services are less than, equal to, or no more than 10% greater than the cost for disposal. The County's preferred method for disposing of material collected at the Home Toxics Reduction Center and satellite collections are as follows (in decreasing order of preference): Waste Management methods used are:

1. Reuse (RE)
2. Recycle (RC)
3. Fuel Blend (FB)
4. Neutralize (NE)
5. Stabilize (ST)
6. Incinerate (DI)
7. Landfill (LF)

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

SERVICE CONTRACT
(NAME OF CONTRACTOR)

CR _____

AGREEMENT is made this _____ day of _____, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and (NAME OF CONTRACTOR) located at (CONTRACTOR'S ADDRESS) ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will (SPELL OUT SCOPE OF SERVICE)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed (SPELL OUT DOLLAR AMOUNT).

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to (DEPARTMENT HEAD TITLE) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract is for a three (3) year term (***change as necessary***) which begins on (***MONTH, DAY, YEAR***) and ends on (***MONTH, DAY, YEAR***) with an option to extend for two (2) additional one (1) year periods.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least

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ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment;

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upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.81 per hour with benefits or \$ 13.85 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2014 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For “federally assisted construction contracts” as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under

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41 CFR 60—1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 1964—1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148), as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland “Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States”) which prohibits Contractor or Subrecipient from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of “funding agreement” under 37 CFR, Sec. 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (“EPA”).

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Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor of a Federal contract, grant, loan or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the federal funds awarded under this Agreement.

The parties agree that County and Contractor shall 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, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXIII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIV – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
(DEPARTMENT HEAD) (DATE)

By: _____
(CONTRACTOR’S NAME) (DATE)

APPROVED AS TO FORM:

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By: _____
 Curtis N. Hedger (DATE)
 Office of Corporation Counsel

BID SHEET 1

SECTION 1 –Satellite Collection Services

Please complete the following bid sheet, indicating a price per pound for each material indicated. The cost should be inclusive of all services described in Section 1 (pages 11-12), including supplies, transportation, labeling, treatment and disposal. YOU MUST USE THIS SHEET AS WRITTEN TO SUBMIT A BID. BID SHEETS THAT HAVE BEEN MODIFIED MAY BE DISQUALIFIED.

<u>Waste Category</u>	<u>Included in Waste Category</u>	<u>Waste Mgmt. Method Used¹</u>	<u>Cost per Pound (Based on net wgt)</u>
Flammable	Flammable solid/ liquid	_____	_____
Poison	Poison (exc. aerosols) Reactive	_____	_____
Acid	Inorganic and Organic	_____	_____
Base	Inorganic and Organic	_____	_____
Oxidizer	Neutral oxidizers Organic peroxides Oxidizing acids/bases	_____	_____
Aerosol	Corrosive aerosols Flammable aerosols Poison aerosols	_____ _____ _____	_____ _____ _____
Mercury (metallic)		_____	_____
Household batteries		_____	_____
Lead Acid Batteries		_____	_____
Fluorescent tubes		_____	_____

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Oil-based paint	_____	_____
Latex Paint Solidification	LF	_____
Latex Paint Recycling	RC	_____
Smoke detectors	_____	_____
Ballasts containing PCB oil	_____	_____
Propane Cylinders	_____	_____
Non-Hazardous	_____	_____
Motor Oil	_____	_____
Antifreeze	_____	_____
Misc. Cleaners (Non-Flam)	_____	_____
Event Set-up Fee / per event	_____	_____
Container Surcharge if applicable (Steel, Fiber, Poly)	_____	_____

Waste Management Method Used Key:

LF	Landfill	RC	Recycle
RE	Reuse (please be specific)	FB	Fuel Blending
DI	Destructive Incinerated	ST	Stabilize
NE	Neutralize		

Note: The County agrees to pay for the recycling or reuse of materials collected at the permanent facility if the cost for these services are less than, equal to, or no more than 10% greater than the cost for disposal.

Additional unit pricing for satellite HHW collection

Field Chemist per collection (CHMM)	_____ /Hr.
Field Technician (HAZWOPER)	_____ /Hr.
Laborer	_____ /Hr.

BID SHEET 2

SECTION 2 – Saturday Collection Services

Please complete the following bid sheet, indicating a price per pound for each material indicated. The cost should be inclusive of all services described in Section 2 (pages13-14), including supplies, transportation, labeling, treatment and disposal. **YOU MUST USE THIS SHEET AS WRITTEN TO SUBMIT A BID. BID SHEETS THAT HAVE BEEN MODIFIED MAY BE DISQUALIFIED.**

<u>Waste Category</u>	<u>Included in Waste Mgmt</u>	<u>Cost per Pound</u>
<u>Waste Category</u>	<u>Waste Category</u> <u>Method Used</u> ¹	<u>(Based on net wgt)</u>
Flammable	Flammable solid/ liquid _____	_____
Poison	Poison (exc. aerosols) Reactive _____	_____
Acid	Inorganic and Organic _____	_____
Base	Inorganic and Organic _____	_____
Oxidizer	Neutral oxidizers Organic peroxides Oxidizing acids/bases _____	_____
Aerosol	Corrosive aerosols _____ Flammable aerosols _____ Poison aerosols _____	_____ _____ _____
Mercury (metallic)	_____	_____
Household batteries	_____	_____
Lead Acid Batteries	_____	_____
Fluorescent tubes	_____	_____
Oil-based paint	_____	_____
Latex Paint Solidification	LF _____	_____
Latex Paint Recycling	RC _____	_____
Smoke detectors	_____	_____
Ballasts containing PCB oil	_____	_____

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Propane Cylinders	_____	_____
Non-Hazardous	_____	_____
Motor Oil	_____	_____
Antifreeze	_____	_____
Misc. Cleaners (Non-Flam)	_____	_____
Container Surcharge if applicable (Steel, Fiber, Poly)		_____

Waste Management Method Used Key:

LF	Landfill	RC	Recycle
RE	Reuse (please be specific)	FB	Fuel Blending
DI	Destructive Incinerated	ST	Stabilize
NE	Neutralize		

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Additional unit pricing for HHW collection at the permanent facility, if needed.

Field Chemist (CHMM) _____/Hr.

Field Technician (HAZWOPER) _____/Hr.

Laborer _____/Hr.

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Office Telephone #	_____ Cell Phone #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.