

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6605

HOUSEHOLD HAZARDOUS WASTE

COLLECTION SERVICES

for

WASHTENAW COUNTY

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main B-35
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.
Purchasing Manager
(734) 222-6760





WASHTENAW COUNTY

Purchasing Division

220 N. Main, Ann Arbor, MI 48107
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6605

March 3, 2011

Washtenaw County Purchasing Division on behalf of the Department of Planning and Environment is issuing a sealed RFP #6605 for the Household Hazardous Waste Collection Services for Washtenaw County.

Sealed Proposals: The Contractor must provide **an original** plus four (4) copies which are clearly marked as such, and must contain original signature(s) on or before the date and time specified to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI. 48107**

by 2:00 P.M. on FRIDAY, MARCH 25, 2011.

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

- The envelope must be clearly marked "SEALED RFP # 6605".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault C.P.M. at (734) 222-6760 or devaultb@ewashtenaw.org
- Please direct specific technical questions regarding this RFP to Jeff Krcmarik, R.S. at (734) 222-6865 or krcmarij@ewashtenaw.org

Thank you for your interest.

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

I. PROPOSAL

- Definitions:**
- County"** is Washtenaw County in Michigan.
- "Bidder"** an individual or business submitting a bid to Washtenaw County.
- "Contractor"** One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Washtenaw County is accepting bids for:

SECTIONS:

1. Michigan Dept. of Agriculture "Clean Sweep" Grant Collection services of Pesticides and Mercury containing devices. Page 13
2. Saturday HHW collections at the County's permanent facility April through November. Page 15
3. Additional Services Page 17

II. PROPOSAL 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 Contractor's qualifications and capabilities to provide the specified service and other factors that Washtenaw 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. All questions, interpretations, or clarifications relevant to this RFP are required in writing prior to the date proposals are due.
- D. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of bid. (see award: Section IV).
- E. 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.

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

- F. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. The Contractor must provide **four (4)** copies of the proposal, double sided, **plus an original**, which is clearly marked as such, and must contain original signature(s) on or before the date and time specified.
- G. Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- H. All documents submitted to Washtenaw County should be printed double sided, on recycled paper with post consumer content. This constitutes an expression of good faith in cooperating with the County's goal of promoting markets for recycled materials.
- I. Contractors' proposals must not be marked as confidential or proprietary to the Contractor. Washtenaw County may refuse to consider a proposal so marked. All proposals will become the property of Washtenaw County. Information in the proposals will become public property and subject to disclosure laws and County policies and procedures.
- J. No obligation, either expressed or implied, exists on the part of Washtenaw County to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP are solely the responsibility of the Contractor.
- K. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County vendor. For purposes of this section, Washtenaw County vendor 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 vendor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two or more bids are substantially equal.

III. CONTRACTOR INFORMATION

The proposal shall include all of the following information. Failure to include all information requested could result in disqualification.

- A. The contractor's qualifications, years in business, staff profile, and experience to provide the services required by Washtenaw County.
(Attach as Addendum A)
- B. References: List three (3) references from current customers receiving the same or similar service(s) to include current or past "Clean Sweep" sites. Include name, contact, and phone number.
(Attach as Addendum B)

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

- C. Review Section IV; Terms and Conditions, (Pgs. 3-4) and concur that these provisions will be met.
(Attach as Addendum C)
- D. Review Section V; Contract Provisions, (Pgs. 5-12) and concur that these provisions will be met.
(Attach as Addendum D)
- E. Provide a detailed description of all disposal technologies employed for each material identified on the bid sheet(s).
(Attach as Addendum E)
- F. Describe any additional tools or resources your company can provide to Washtenaw County to help improve its Home Toxics Reduction Programs and / or Clean Sweep Grant Program (educational materials, incentives, etc.).
(Attach as Addendum F)
- G. Include an Audited Financial report of the bidding company or a copy of Annual report.
(Attach as Addendum G)

The Contractor shall make available upon request the following:

- H. Health and Safety Plan for the Workers.
- I. Accident record from the last 5 years, including the details of the Contractor's response actions and outcomes.
- J. List of past or current "Clean Sweep" grantee sites that contractor has had oversight in material process, weighing, data entry and report generation.

IV. TERMS AND CONDITIONS

Award:

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 (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid 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 Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

If there are other preferred alternatives for the disposal of oil-based paints and / or other HHW items, the County reserves the right to contract out this service separately.

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

Low Bidder:

Low Bidder will be determined according to the outline detailed above in Award. In addition, the following criteria will be taken into consideration:

- I. Understanding of Scope of Services
 - A. Responsiveness to, and demonstrated understanding of this RFP
 - B. Quality of proposal in accordance with the requirements
 - C. Environmental responsibility
 - D. Familiarity, Experience and Expertise with the Michigan Dept. of Agriculture's "Clean Sweep Grant Program."

- II. Technical Merits
 - A. Disposal methods
 - B. Contractor's qualifications
 - C. Personnel; Training
(It is expected that all employees working with the materials collected at the satellite collection sites have had all appropriate training by the Contractor and any and all local, state, and federal agencies which may apply.)
 - D. Health and Safety Plan for Workers
 - E. Operation Plan

- III. Commercial/Business Analysis
 - A. Financial status and stability of Contractor
 - B. Cost competitiveness
 - C. References

Term of Bid:

The Bid is for a two (2) year term from date of the award with a third year option extension of the Bids.

NO PRICE CHANGES ARE ALLOWED DURING THE FIRST YEAR OF THE CONTRACT. FOR YEARS (2) AND OR (3) NO PRICE CHANGES WILL BE ALLOWED WITHOUT AGREEMENT OF BOTH PARTIES. For price changes to be considered for years (2) and or (3) information justifying a price increase must be submitted to the Purchasing Division at least 90 days prior to the end of the one year term.

Inspection of Facilities:

The Manager of the Purchasing Division reserves the right, before making an award, to have the premises of the bidder inspected, or to take any other action necessary to determine fitness, reliability and ability to perform. The inspection could check the physical location, facilities, equipment, or other for ability to comply with conditions of the bid.

V. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor 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 that apply to all contractors of service to Washtenaw County such as the following:

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will (Please refer to Section VI)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices that meet all Clean Sweep Grant criteria and the Saturday HHW collections , the County will pay the amount determined by actual quantities of materials collected and the per pound cost identified in Attachment A and Attachment B (waste management method and cost identification form). Weight of packaging supplies and containers will be separated from materials collected. In no case shall payment for services provided by the contract(s) exceed the following:

Section 1: Compensation for Attachment A – Clean Sweep Grant Collection Services shall not exceed Forty Thousand Dollars (\$40,000) for the length of the contract.

Section 2: Compensation for Attachment B – Saturday Collection Services shall not exceed One Hundred Thousand Dollars (\$100,000) per calendar year or Two Hundred Thousand (\$200,000) for the length of the contract.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Public Health Director 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 shall begin on May 18, 2011 and end on May 18, 2013 unless officially extended a third calendar year to May 18, 2014 by all parties in writing no less than Forty-Five (45) days prior to scheduled date of termination.

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 the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - 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 - 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 VII - 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. Comprehensive/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.

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

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.
4. Environmental Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw 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 ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to 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 VIII - 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 IX - 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 X - 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 XI – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

ARTICLE XII – LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

ARTICLE XIII - DRUG-FREE WORKPLACE

Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an on-going drug-free awareness program to inform employees about—
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, *and* employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

ARTICLE XV- 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; 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 XVI - 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 \$10.88 per hour with benefits or \$12.76 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, 2011 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

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVII - 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 XVIII - 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.

ARTICLE XIX - 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 XX - 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 of 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 XXI- 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 XXII - PRACTICE AND ETHICS

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

ARTICLE XXIII - 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 XXIV - 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.

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

ARTICLE XXV - EXTENT OF CONTRACT

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

ATTESTED TO:

WASHTENAW COUNTY

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

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

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
Richard Fleece (DATE)
Public Health Director

By: _____
(CONTRACTOR'S NAME)(DATE)

APPROVED AS TO FORM BY

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

VI. SCOPE OF SERVICES

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) may facilitate a single contract to cover both 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 and mercury containing devices will be necessary.

In 2010, 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 2010, over 173,892 pounds of HHW material was collected. Collections at the permanent facility serviced an average of 40-60 cars per Saturday. The Contactor provided at least two staff members at the collection. 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 is 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, at least two (2) off site MDA Clean Sweep collections will be coordinated each year of the contract with Lenawee and Jackson Counties per grant requirements.**

The purpose of this RFP is to solicit proposals for the provision of two (2) MDA Clean Sweep collection services at Jackson and Lenawee county sites and at the permanent collection facility every Saturday. To assist the bidder relative to historical HHW volumes collected, please see the attached volume charts for reference located on pg. 18.

A. SECTION 1: CLEAN SWEEP GRANT / SPECIAL COLLECTIONS (2)

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.
2. The Contractor will be responsible for the set-up, coordination, and site management of two (2) 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. At least two (2) Clean Sweep Special collections will be held each year in Jackson and Lenawee counties for the collection of pesticides and mercury containing devices. The

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

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: two (2) field chemists and five (5) 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 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).

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

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.), breakdown of types of devices collected.

B. SECTION 2: SATURDAY ONLY 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. Collections **WILL NOT** be held on Memorial Day, Independence Day (July 4th weekend) or Labor Day weekends, Christmas, New Years, nor the weekend following Thanksgiving.

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

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.
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.

C. 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.
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.

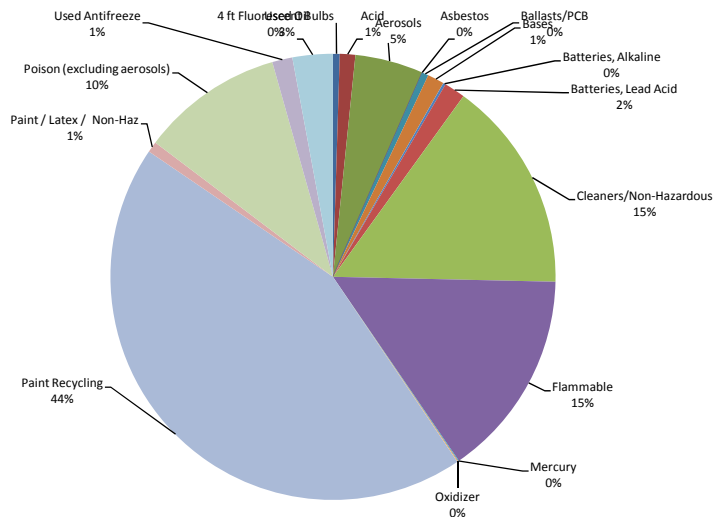
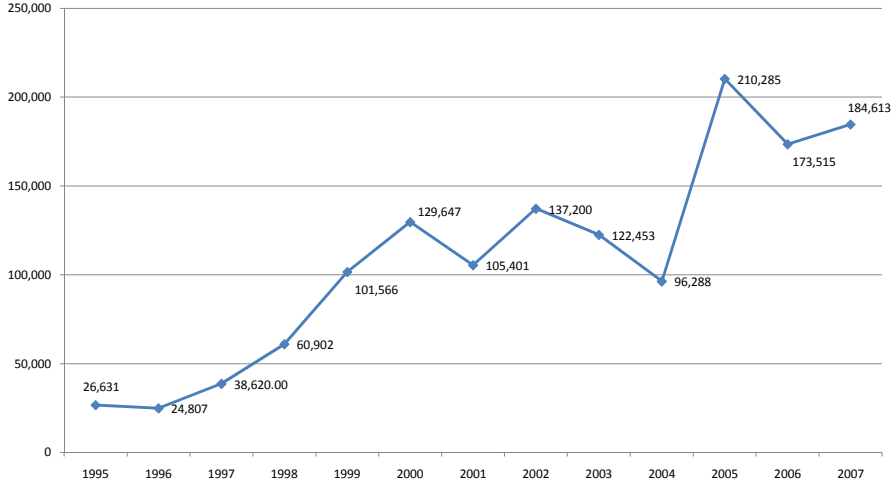
VIII. ENVIRONMENTAL RESPONSIBILITY

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):

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

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

Total HHW Collected in Washtenaw County, 1995-2007(lbs)



ATTACHMENT A

BID SHEET 1

SECTION 1 –Clean Sweep Grant 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 14-15), 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>
Pesticides	Poisons	_____	_____
Herbicides	Inorganic and Organic	_____	_____
Mercury	Inorganic and Organic	_____	_____
Non-Hazardous		_____	_____

Additional unit pricing for (2) Clean Sweep Special Collections and Saturdays from 12:00 PM. To 2:00 PM.

Field Chemist per collection (CHMM) _____/Hr.

Field Technician (HAZWOPER) _____/Hr.

Laborer _____/Hr.

*Clean Sweep, Dept. of Agriculture data entry and reports cost per pound _____

* Off Site Event Set Up Fee per event (2 Special collections) _____

¹Waste Management Method Used Key:

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

ATTACHMENT B

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 (pages16-17), 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		_____	_____
Oil-based paint		_____	_____
Latex Paint Solidification		LF	_____
Latex Paint Recycling		RC	_____
Smoke detectors		_____	_____
Ballasts containing PCB oil		_____	_____

RFP #6605 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

Propane Cylinders _____

Non-Hazardous _____

Motor Oil _____

Antifreeze _____

Misc. Cleaners (Non-Flam) _____

Container Surcharge if applicable (Steel, Fiber, Poly) _____

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 ten percent (10%) greater than the cost for disposal.

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

Field Chemist (CHMM) _____/Hr.

Field Technician (HAZWOPER) _____/Hr.

Laborer _____/Hr.

¹Waste Management Method Used Key:

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

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	
_____ Date	_____ City St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	<p><u>CHECK ONE</u></p> Partnership _____ Non Profit Corp. _____ Profit Corp. _____ Other _____

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

An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals.

By checking this box we hereby certify that we are a Washtenaw County company as defined in Section I., H. above. If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.