

Request for Proposal

Eagle County, Colorado

**REQUEST FOR PROPOSALS
EAGLE COUNTY SOLID WASTE & RECYCLING DEPARTMENT
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

Wolcott, Colorado

February 10, 2012

Eagle County is soliciting proposals for the provision of professional services to transport, store, treat, recycle and dispose of common hazardous materials collected at the Eagle County Household Hazardous Waste & Small Business (CESQG) Collection Facility located at the Eagle County Landfill, Wolcott, Colorado. This RFP will be nonexclusive. Eagle County reserves the right to purchase supplies or services from other vendors.

Sealed proposals must be received by U.S. mail at Eagle County Solid Waste & Recycling, P.O. Box 473, Wolcott, Colorado 81655 or by FedEx, UPS, DHL, Electronically or hand delivered to the Solid Waste & Recycling Department Office, 815 Ute Creek Road, Wolcott, Colorado 81655 until 3:00 p.m., MDT, March 16, 2012. Any proposal received after this time will be returned to the proposer unopened. Only those proposals which comply with the conditions, requirements and instructions of the proposal package will be considered.

The proposal document may be obtained at the Solid Waste & Recycling Department Office, 815 Ute Creek Road, Wolcott, Colorado 81655 during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. The complete document is also available at www.eaglecounty.us/rfp.cfm

Contact information:

Joseph Walls
Hazardous Waste Specialist
970-328-3468
Joseph.walls@eaglecounty.us

Kelly Berry
Solid Waste & Recycling Administrative Manager
970.328.3470
Kelly.berry@eaglecounty.us

**RFP - EAGLE COUNTY
HOUSEHOLD HAZARDOUS WASTE FACILITY
PROPOSAL INFORMATION**

1. All participating vendors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of the Request for Proposal a stated or implied herein. Should Eagle County omit anything from this proposal package which is necessary for a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the bidders shall submit their questions to Kelly Berry of the Solid Waste & Recycling Department, telephone number (970) 328-3467, within the time established for submitting questions, interpretations or clarifications in the Request for Proposal (RFP). Responses shall be issued by Addenda and will be posted on <http://www.eaglecounty.us/rfp/>
2. After proposals are opened, a potential supplier may be given an opportunity to explain the nature of any error and may request their quote be withdrawn. Such proposals may, with the approval of the Solid Waste & Recycling Director or his designated representative be withdrawn and not resubmitted. Errors, determined by Eagle County to be minor, may be allowed within an acceptable proposal.
3. Suppliers are expected to examine the specifications and all instructions contained in the RFP package. Failure to do so will be at the vendor's risk.
4. Late or unsigned proposals will not be accepted or considered. It is the responsibility of the vendor to insure the quote arrives at the Eagle County Solid Waste & Recycling Department prior to the time indicated on the Request for Proposal.
5. A service contract shall be awarded to the most responsive and responsible vendor or vendors as determined by Eagle County in its sole discretion. The criteria are not limited to the lowest price. Eagle County reserves the right to reject all proposals, reject portions of any quote or accepts the quote or proposals deemed most advantageous to Eagle County.

**REQUEST FOR PROPOSALS
EAGLE COUNTY SOLID WASTE & RECYCLING
HOUSEHOLD HAZARDOUS WASTE & SMALL BUSINESS (CESQG)
WASTE COLLECTION PROGRAM**

INTRODUCTION:

Eagle County Solid Waste & Recycling Department is seeking qualified and experienced hazardous materials contractor(s) herein "Contractor". The purpose is to provide services requiring special skills, technical knowledge and experience in the storing, transporting, treatment, recycling and disposal of hazardous materials collected at the Eagle County Household Hazardous Waste & Small Business (CESQG) Collection Facility (herein "HHWC Facility").

The Contractor selected to perform these tasks will work under contract for Eagle County. The Contractor will work in conjunction with the Eagle County Hazardous Materials Specialist.

BACKGROUND/SCOPE OF WORK:

Eagle County, Colorado operates a permanent Household Hazardous Waste Collection (HHWC) Facility located at the Eagle County Landfill north of Wolcott, Colorado. Programs offered at the HHWC Facility include household hazardous waste collection and Conditionally Exempt Small Quantity Generator (CESQG) hazardous waste collection. Services are offered only to residents and CESQGs of Eagle County.

This facility operates six (6) days per week on a year around basis and serves a population of approximately 50,000. Typical materials collected include, but are not limited to: pesticides, poisons, flammable paint and solvents, motor oil, antifreeze, gasoline, automotive products, latex paint, cleaners, hobby chemicals, aerosols, acids, bases, oxidizers, batteries of all types, fluorescent lights, mercury-containing items, compressed gas cylinders and PCB containing materials. This facility does not knowingly accept: radioactive materials, explosives, bio-hazard wastes and asbestos. The following materials are managed by HHWC staff and recycled locally: latex paint, auto /truck batteries, rechargeable batteries, anti-freeze, motor oil, cooking oil and fluorescent tubes.

Eagle County HHWC staff will perform all packaging of materials, labeling of containers and complete all transportation documentation (manifests, bills of lading) in accordance with all Department of Transportation (DOT) and Environmental Protection Agency (EPA) regulations. Hazardous waste contractors will perform all transporting of materials. Contractors are responsible for final disposal, recycling and/or any other agreed upon alternate treatment option.

PROPOSAL TERMS:

1. Eagle County reserves the right to reject any and all proposals received as a result of this RFP. The selected proposal will be the one considered the most advantageous regarding price, quality of service, contractor's qualifications and capabilities to provide the specified service and any other factors the County may consider.
2. Eagle County reserves the right to reject any or all proposals, 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.
3. Any question, interpretation or clarification regarding this RFP is required 7 calendar days prior to the due date for proposals. Responses will be issued by addenda posted to <http://www.eaglecounty.us/rfp/>
4. Alternate proposals are welcome.
5. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a 90 day period.
6. If it becomes necessary to revise any part of the RFP, addenda will be provided. The submission deadline may be adjusted to allow for revisions.
7. Proposal should be straight-forward and the service description clearly defined.
8. All proposals will become the property of Eagle County.

QUALIFICATIONS AND REFERENCES:

1. Qualifications. Briefly explain your company's qualifications to provide the services requested, e.g., years in business, staffing, vehicles to be utilized and experience.
2. References. Please provide three (3) references from current customers receiving the same or similar service(s). Include name of entity, contact name and telephone number.

CONTRACTOR RESPONSIBILITIES:

1. No assignment of any sub-contracted work will be allowed without prior approval from Eagle County. Any work performed by a Sub-Contractor will be subject to the same conditions applied to the Contractor and the Contractor shall be responsible to the county for such Sub-Contractors performance.

2. Contractor will provide a vehicle and personnel suitable to pick up the quantity of hazardous waste specified on a pre-arranged date and time for delivery to recycling, treatment and/or storage and disposal facilities.
3. Contractor will provide a management and disposal plan for the selected hazardous waste types with the contract agreement.
4. Contractor will provide to the Eagle County HHWC Facility a list of packaging requirements /instructions for all materials received from the HHWC Facility.
5. Contractor will provide a list of specific hazardous waste streams that require special lab packing or other considerations during packaging.
6. By mutual agreement between Contractor and Eagle County, additional categories of hazardous waste, along with agreed upon pricing and disposal may be added to the schedule of disposal categories.
7. Contractor will provide the appropriate shipping papers, manifests and any other documents necessary for proper transportation, disposal and/or recycling of materials from the Eagle County HHWC Facility.
8. The Eagle County HHWC Facility reserves the right to choose the materials management method for any and all materials received by Contractor from the HHWC Facility. Any other material management method or alternative processes must be proposed in writing and presented to Eagle County, Attention: Solid Waste and Recycling Director for approval.
9. Contractor, in conjunction with the Eagle County Solid Waste and Recycling Director and Hazardous Waste Specialist, will designate a primary facility for disposal and/or recycling of materials received from the Eagle County HHWC Facility. If the primary designated facility is unable to accept a shipment of materials, then an alternate facility that has been pre-approved by the Contractor and Eagle County will be used. Any time the alternate facility is used, Contractor will contact the Eagle County HHWC Facility within 48 hours. If the use of the designated alternate facility is due to no fault of the Eagle County HHWC Facility, no additional charges will be levied for transportation to the alternate facility.
10. Contractor will provide proof of licensed and permitted facilities, including EPA ID numbers that are to be used by Contractor for the management of materials received from the Eagle County HHWC Facility. Eagle County reserves the right to inspect (at County's expense) any facility used by Contractor.
11. Any change to the primary or alternate disposal facility will be submitted to Eagle County, Attn: Solid Waste Solid Waste and Recycling Director in writing. Eagle County will inform Contractor of approval or non-approval within 30 days.
12. Contractor will be responsible for transporting all materials received from the Eagle County HHWC Facility. Contractor will ensure that the transporter has all required permits and licenses in accordance with local, state and federal regulations for the

transportation of materials received from the Eagle County HHWC Facility. Contractor shall provide the location, address, EPA ID and DOT ID number for every transporter utilized in this contract. Contractor shall also ensure that any transporter utilized meets all insurance requirements as required by Eagle County.

13. Contractor will provide transportation for materials within ten (10) days of notification from the Eagle County HHWC Facility Hazardous Waste Specialist for shipment of materials.
14. Contractor will assume possession of the materials/hazardous waste the moment it leaves the Eagle County HWC Facility. Contractor will manage all materials received from the Eagle County HHWC Facility in accordance with all applicable local, state and federal regulations for the transportation, storage and disposal/recycle of said materials.
15. Contractor will return the original signed and dated manifest to the Eagle County HHWC Facility within thirty (30) days after delivery of materials to a disposal and/or recycling facility. Contractor will send a certificate of disposal/recycling to the Eagle County Hazardous Waste Specialist within six (6) months after delivery of materials for treatment, recycling, landfilling or disposal. If a certificate of disposal is not received within six (6) months, Contractor will provide a written explanation of the delay. Eagle County reserves the right to terminate the contract if the written explanation is deemed unacceptable or no written explanation was provided.
16. Contractor will be solely responsible for maintaining all records required by local, state and federal laws for materials received and in their possession for hazardous wastes received from the Eagle County HHWC Facility. Contractor will provide this information to Eagle County upon request.
17. Contractor shall ensure that all insurance requirements are current.
18. Eagle County reserves the right to choose more than one contractor for transportation, disposal and/or recycling of any material.

EVALUATION OF PROPOSALS:

Bids will be evaluated upon the completeness of the response, qualifications, service availability and price. The contract will be awarded to the most responsive and responsible respondent as determined by Eagle County in its sole discretion.

CONTRACT:

After negotiations, it is anticipated the Eagle County will enter into a formal agreement incorporating the Scope of Work with the successful bidder with renewable terms.

BIDDER RESPONSES:

Sealed proposals must be received by U.S. mail at Eagle County Solid Waste & Recycling, P.O. Box 473, Wolcott, Colorado 81655 or by FedEx, UPS, DHL, Electronically or hand delivered to the Solid Waste & Recycling Department Office, 815 Ute Creek Road, Wolcott, Colorado 81655 until **3:00 p.m., MDT, March 16, 2012.**

Eagle County Hazardous Waste & CESQG Facility
Attn: Joseph Walls, Hazardous Waste Specialist
P.O. Box 473
Wolcott, CO 81655
Or deliver electronically to: joseph.walls@eaglecounty.us

Eagle County Solid Waste & Recycling
Attn: Kelly Berry, Administrative Manager
P.O. Box 473
Wolcott, CO 81655
Or deliver electronically to: kelly.berry@eaglecounty.us

CONTACT INFORMATION:

Questions and queries may be directed to:

Joseph Walls
Eagle County Hazardous Waste & CESQG Facility
Hazardous Waste Specialist
T: 970.328.3463
F: 970.328.3466
E: joseph.walls@eaglecounty.us

Kelly Berry
Eagle County Solid Waste & Recycling
Administrative Manager
T: 970.328.3467
F: 970.328.3466
E: kelly.berry@eaglecounty.us

EAGLE COUNTY HHWC FACILITY PERSONNEL RESPONSIBILITIES:

1. Eagle County HHWC Facility staff will provide ten (10) days notice for establishing a pick-up date. The HHWC Facility staff will provide details of all hazardous waste types and quantities in this notification.
2. Perform all packaging of materials and labeling of containers in accordance with specification provided by Contractor, EPA and DOT.
3. Complete all transportation documentation to include manifests and bills of lading in accordance with all DOT and EPA regulations for materials received at the Eagle County HHWC Facility.
4. When possible, assist with loading of materials to be shipped onto the transportation vehicle.
5. Ensure that transporters receive the proper shipping documentation (manifests, bills of lading) for materials being shipped.

PRICING AND FEES:

For each of the hazardous waste classifications in the following tables please indicate:

1. The hazardous waste streams your facilities are permitted to handle.
2. The disposal method for each hazardous waste stream (recycling, incineration, fuels-blending, treatment, landfilling, etc.)
3. Preferred packaging, e.g., lab pack, loose pack, bulk, individual packaging, etc.
4. Pricing for each disposal option in available units, e.g., 5-gal buckets, 30-gal drums, 55-gal drums, cubic yard boxes, pounds, etc.
5. Cost differences, if any, between regularly scheduled pickups and on an as needed basis.
6. Pricing for replacement/bulking supplies
 - a. Cubic yard boxes complete with liners and pallet
 - b. 55 gallon metal drums [open top]
 - c. 55 gallon fiber containers with liners [open top]
 - d. 55 gallon fiber drum [poly] [open top]
7. Any other pricing information that may be relevant.

TABLE 1

Material Stream Description	Management Method	Packaging According to 49 CFR 171.8 173.12(b)	Price [unit]
Combination Aerosol Paint Cans, Pesticides, Corrosives, & Flammable			
Batteries Alkaline			
Combination Corrosive Alkali Liquids & Solids			
Combination Corrosive Acidic Liquids & Solids			
Chlorinated Oils & Fuels			
Flammable Liquids			
Flammable Solids			
Combination Oxidizers Liquids & Solids			
Paint Related Materials (cubic yard boxes)			
Paint Related Materials (bulk)			
Pesticides/Poisons Liquids			
Pesticides/Poisons Solids			
Dioxin & Dioxin Precursor Liquid			
Dioxin & Dioxin Precursor Solid			
PCB Light Ballast			
Non-PCB Light Ballast			
Metal halide bulbs			

Compressed gas cylinders			
CFLs			

TABLE 2

Material Stream Description	Management Methods	Packaging According to Packing Group I	Standards Price
Organic Peroxide			
Organic Acids			
Cyanides Liquids & Solids			
Mercury Contained in Manufactured Articles			

INSURANCE REQUIREMENTS

The successful respondent shall comply with the following which shall be included in the agreement to be awarded:

1. The Contractor shall procure and maintain at its expense during the term of this Agreement and any amendments thereto the following insurance from insurance companies authorized to do business in Colorado, covering all operations and services to be performed by Contractor under this Agreement.
 - a. Workers Compensation Insurance in accordance with the provisions of the Colorado Workers' Compensation Act.
 - b. Commercial general liability insurance in the minimum amount of two million dollars (\$2,000,000) per injury, and the minimum aggregate amount of three million dollars (\$3,000,000). County shall be named as an additional insured.
 - c. Contractor will carry Contractors Pollution Liability in the amount of ten million dollars (\$10,000,000) for each occurrence and ten million dollars (\$10,000,000) for the aggregate of all claims and will provide any other coverage required by State and Federal law or generally maintained in the industry of household hazardous waste collection, transport and disposal including vehicle liability. If allowed under applicable law, County will be named as an additional insured.
 - d. Automobile Liability, Injury and Property Damage with a limit of two million dollars (\$2,000,000) per occurrence, combined single limit including owned, hired and non-owned autos. County shall be named as an additional insured.
2. All insurance required hereby shall be issued by an insurance company or companies authorized to do business in the State of Colorado. Certificates of Insurance acceptable to County shall be filed with County prior to commencement of the Work. Coverage afforded under the policies will not be canceled until at least thirty days prior written notice has been given County. Contractor and his subcontractors shall not permit any of his subcontractors to start Work until all required insurance have been obtained and certificates with the proper endorsements have been filed with County. Failure of the Contractor to comply with the foregoing insurance requirements shall in no way waive the County's rights hereunder.

Certificates of Insurance will be filed with the:

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