



## GENESEE COUNTY PURCHASING DEPARTMENT

ROOM 343, COUNTY ADMINISTRATION BLDG.  
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**CINDY CARNES**

Purchasing Manager

September 11, 2014

### GENESEE COUNTY REQUEST FOR PROPOSALS #14-026

Sealed proposals will be received until **11:00 a.m. (EDT), Thursday, October 16, 2014**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES**.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each proposer is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

**DUE DATE:** THURSDAY, OCTOBER 16, 2014, 11:00 AM  
**PROPOSAL REQUEST NUMBER:** #14-026

Alternate response and submission of proposal can be done at [Buy4Michigan.com](http://Buy4Michigan.com).  
Open Market Bid Number: 303714B0003162.

*Cindy Carnes*

Cindy Carnes, Purchasing Manager  
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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# RFP #14-026 HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

## INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **11:00 a.m. (EDT), Thursday, October 16, 2014** at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page one (1). **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one (1) original hardcopy (3) copies and one (1) electronic copy of your proposal to the Genesee County Purchasing office.** The proposal must include a signature on the Signature Page of a person authorized to make a binding offer. The proposal response must consist of one copy in electronic format on a CD/DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel, containing the entire proposal including all appendices and attached documentation. Each copy must be identical to the original. All proposals become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your proposal. The original must be marked as an original. The County will not photocopy your proposal documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.
3. Alternate response and submission of proposal can be done at **Buy4Michigan.com**. Open Market Bid **303714B0003162**.
  - a. Requests for quote and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources. This site will in the future replace the current Genesee County Purchasing website for providing instant access to all of our bids, RFP's, Quotes, Addenda and Awards online. For the time being both sites will be active.
  - b. You must first register at the site to file your submission electronically and participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 AM through 8:00 PM EST. **To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsso/login.sdo> and click on Register <https://www.buy4michigan.com/bsso/external/fidCheck.jsp>.**
4. The County's Standard Proposed Contract is attached to this RFP see attachment #1. After the award is made to the successful proposer(s), the County and the successful proposer(s) will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed

Contract or this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.

5. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website (<http://www.co.genesee.mi.us/Purchasing/currentbids.htm>) for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time, related to this RFP.
6. The County of Genesee requires a signed Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.  
  
The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting there from.
7. Local Preference for Genesee County Businesses: In the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Genesee County Businesses shall be afforded five (5) percent of the total evaluation points up to a maximum of five (5) points.
8. Use the format for your proposal as stated in the Section PROPOSAL REQUIREMENTS CONTENT/FORMAT beginning on page 11.

## **STANDARD TERMS AND CONDITIONS**

1. **Genesee County Purchasing Regulations** All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, Michigan, 48502.
2. **Evaluation and Award** The contract will be awarded to the responsible proposer whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful proposer in the best interest of Genesee County. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
3. **Discussion with Responsible Proposers and Revisions to Proposals** Discussions may be conducted with responsible proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. After discussions are held, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

4. **Cancellation; Rejection of Proposals** The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Proposals** It is solely the responsibility of the proposer to assure the timely receipt of its proposal at the location indicated in the proposal announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.** Proposals may be submitted electronically at Buy4Michigan.com.
6. **Tax** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
7. **Non-Discrimination** The successful Proposer/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
8. **Performance Bond** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
9. **Conflict of Interest** Each proposer, by submitting a proposal, represents that the proposer has no knowledge that any employee, representative or agent of the proposer is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the proposer, and represents that the proposer reasonably believes that no employee, representative or agent of proposer is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the proposer.
10. **Inspection** All goods are received subject to inspection and testing. If goods are defective or fail to meet the proposal specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
11. **Proposer's Representations** Each proposer, by submitting a proposal, represents as follows:
  1. That the proposer has read and understood the RFP documents and has submitted its proposal in accordance therewith;
  2. That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
  3. That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.

12. **Independent Contractor** Proposer agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
13. **Insurance** Each proposer must submit a completed Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
14. **Indemnification** The successful proposer shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
15. **Warranty** The proposer warrants that all goods and services furnished under a contract resulting from the RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the proposer.
16. **Applicable Law** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
17. **Right to Inspect** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
18. **Right to Audit** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
19. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that "presumed asbestos containing materials" ("PACM") exist in these buildings.

Animal Shelter  
County Administration Building  
County Courthouse

Galliver Building  
Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

## **ADDITIONAL TERMS AND CONDITIONS**

1. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department. The sole point of contact for this RFP is Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, (810)257-3030 and [ccarnes@co.genesee.mi.us](mailto:ccarnes@co.genesee.mi.us).
2. **Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **12:00 pm (EDT) Wednesday, October 1**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any proposer as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County. Written answers to questions to clarify the RFP will be posted at [http://www.gc4me.com/departments/purchasing/open\\_bids.php](http://www.gc4me.com/departments/purchasing/open_bids.php). Questions may also be submitted at Buy4Michigan using the Q & A tab of the Bid.
3. **Interpretations:** If the prospective proposer is in doubt as to the true meaning or intent of any part of the RFP Instructions/Specifications, the proposer shall submit a written request for clarification. Responses will not be made orally, nor will oral requests be responded to. Genesee County shall not be responsible for any other explanations or interpretations that anyone presumes to make.
4. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP will be the responsibility of the proposer, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. To ensure proper consideration, all proposers are required to submit a complete response to this RFP using the format provided in the section titled PROPOSAL REQUIREMENTS CONTENT/FORMAT on page 10. In addition, all proposals must be signed by an official authorized to bind the proposer to its provisions.
5. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
6. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
7. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In

the event that a proposer wishes to designate any portion of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than **Wednesday, October 1, 2014 by 12:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above.

8. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website ([http://www.gc4me.com/departments/purchasing/open\\_bids.php](http://www.gc4me.com/departments/purchasing/open_bids.php)). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
9. **Errors, Omissions, And Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
10. **Prime Contractor Responsibilities:** The successful proposer(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
11. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this RFP and subsequent contract. The Contractor shall be responsible for the performance of all subcontractors.
12. **Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
13. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP, and the professional services contract Attachment #1 will serve as the basis for the contract. The contents of the proposal of the successful proposer and its Best and Final Offer (if applicable) may become contractual obligations if a contract is issued. Failure of the successful proposer to accept these obligations will result in cancellation or termination of contract award.
14. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal, discussions and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.



15. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from all terms, conditions, specifications or requirements associated with this solicitation.
16. **Proposal Modifications:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the Proposal Opening Date, may be made by properly communicating such changes in writing to the Genesee County Purchasing Manager
17. **Discussion with Responsible Proposers and revisions to Proposals:** Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. The County reserves the right to request additional information, which might be deemed necessary to fairly compare proposals. During this procedure, neither the names of any proposer nor the contents of any proposal will be disclosed until the completion of negotiations, revision of proposals (Best and Final Offers) and/or consideration of award recommendation. The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

## **SCOPE OF WORK**

The successful contractor shall provide materials and labor as specified to establish and operate household hazardous waste collection facilities at two (2) Genesee County locations, to be determined, on a Saturday in the Spring of 2015 (typically held in May) and a Saturday in the Fall of 2015 (typically held in October) (specific dates to be determined); collections to be approximately four-hour events.

## **PROPOSER'S RESPONSIBILITIES**

1. Provision of worktables, containers, labels, enough visqueen to cover the entire oil and antifreeze bulking area and other areas as needed, a roll off dumpster liner, oil and antifreeze bulking drums/barrels (not bulk tanks) and consolidation equipment, material carts for moving, sorting and packaging of received waste materials.
2. Personal protective equipment for at least 25 volunteer staff at each site to include enough goggles, nitrile gloves, over gloves, shoe covers, and tyvek suits (not aprons).
3. Two additional Tyvek suits for non-contracted personnel
4. Emergency equipment and supplies for responding to spills, fire, or injuries to collection site personnel. This includes a fire extinguisher, eyewash, over pack drums, oil dry, and grounding clip for gasoline collection at each site.
5. Loading and transporting of collected wastes to licensed disposal facilities.

6. Sufficient contractor personnel to set up and dismantle collection sites, stage and remove containers, and identify, classify and lab-pack received waste materials. (Volunteer personnel will assist in traffic direction and unloading)
7. **Wastes To Be Managed** - Disposal shall be provided for the following categories of household wastes:
  - A) Flammables- paints, solvents, fuels
  - B) Corrosives- acids, bases
  - C) Oxidizers- bleaches, chlorine
  - D) Reactives (excluding explosives)
  - E) Pesticides/herbicides- solid, liquid, aerosol
  - F) Chlorinated hydrocarbons
  - G) Mercury- metallic and compounds\*, mercury-containing devices\*, Fluorescent tubes
  - H) Batteries- automotive\*, household
  - I) Aerosols (all types)
  - J) Nonhazardous wastes- cleaners, polishes, cosmetics, etc.
  - K) Motor Oil\*, Antifreeze
  - L) Liquid Medications\*provide pricing- however, local disposal may be available for these wastes

Also include with the proposal a list of materials/items specifically not accepted.

8. **Preparation for Event** - The successful offeror shall obtain information necessary to develop a site-specific emergency plan for each collection site. All proposers shall include an example of a site-specific emergency plan with the proposal response. Unless otherwise directed, the successful offeror shall make arrangements for the provision of material handling equipment for each site.
9. **Collection Site Operations** - The successful offeror/contractor shall set up the collection site the morning of the collection. The contractor shall conduct a briefing prior to opening with the volunteer personnel on safety practices, emergency procedures, use of personal protective equipment, and waste sorting criteria. The contractor shall ensure that a sufficient supply of containers will be available for the wastes collected.
10. **Disposal Facilities** - Include with the proposal, a list of disposal facilities proposed to be used for the disposal of each category of waste and the method of disposal (fuel blending, incineration, recycling, fixation/landfill, etc.).

11. **Pricing** - Contractor shall quote disposal costs for each category of collected wastes on a *per net pound* basis. (Specify where container minimums apply.) Other costs (setup, labor, transportation, etc.) shall be quoted on an appropriate unit basis.
12. **Billing** - A specific amount shall be communicated to the successful offeror that Genesee County has available for 2 collection events in fiscal year 2014-2015 (October – 2014 thru September – 2015). Disposal costs above this amount shall be billed to the Genesee County Area Recycling Coalition.

Please note the county/city shall designate the collection sites, provide site layouts, and furnish non-technical volunteer personnel at the collection sites for traffic direction.

## **PROPOSAL REQUIREMENTS CONTENT/FORMAT**

All proposals received must consist of the items referenced below and in the required format stated in this section, for a proposal to be deemed responsive.

1. Submit one original, three (3) paper copies and one electronic copy of RFP #14-026 (Cover letter through page 32). Consisting of the following:
  - A) Signed Signature Page – Provide all of the required information as indicated. Additionally, at least one of the proposals submitted is to include an original signature of an official authorized to bind the proposer to the proposal response.
  - B) References - All proposers shall include the name, address and telephone number of three clients for whom services similar to those described in this Request for Proposals has been performed. The attached Reference Page has been provided for your convenience.
  - C) Executed Insurance Checklist – To be properly executed, the document should be signed by an authorized representative of the proposer and a representative of the proposer's insurance carrier.
  - D) Statement of Exceptions – The proposer shall furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications in this RFP. Failure to furnish this statement constitutes agreement by the proposer to meet all requirements set forth in this solicitation.
2. Proposal Requirements – Firms responding to this proposal shall provide the following information:
  - A) Qualifications and prior experience of the company and staff
  - B) References - List of five (5) municipalities having employed your services for Hazardous Waste Collection Days since 2004 and reference contact.
  - C) Example site safety plan.
  - D) Information (History) on fines paid for violations of any Federal, State and Local requirements over the last five years.
  - E) Site Training and Certification
  - F) List of materials/items specifically not accepted

- G) A list of disposal facilities & methods of disposal
- H) Equipment and supplies to be included and available at the collection site

## **EVALUATION CRITERIA**

The RFP/Contract will be awarded to the offeror who submitted the proposal that is most advantageous to the Genesee County. All proposals will be evaluated based on the following criteria.

- Current HAZWOPER Certification of assigned on-site personnel
- History of compliance with Federal, State and Local requirements
- References
- Example Site Safety Plan
- Prior Performance
- List of accepted/non-accepted items
- Cost
- Responsiveness of proposal

**PROPOSAL FORM  
RFP #14-026**

**HOUSEHOLD HAZARDOUS WASTE PROPOSAL PRICING TABLE**  
(Specify if other than unit weight pricing)

<u>WASTE STREAM</u>	<u>\$/lb</u>	<u>Disposal Method/TSDF</u>
Oil-based Paint (loose pack)	_____	_____
Flammables (loose-pack)	_____	_____
Gasoline/Flammables (drum)	_____	_____
Corrosives/Oxidizers (lab pack)	_____	_____
Reactives (lab pack)	_____	_____
Pesticides/solid (loose pack)	_____	_____
Pesticides/liquid (loose pack)	_____	_____
Chlorinated solvents (loose pack)	_____	_____
Aerosols (loose pack)	_____	_____
Nonhazardous (loose pack)	_____	_____
Household batteries (loose pack)	_____	_____
Automotive batteries (each)	_____	_____
Motor oil, drummed	_____	_____
Antifreeze, drummed	_____	_____
Latex paint (loose pack)	_____	_____
Mercury- liquid, compounds, devices	_____	_____
Liquid Medications	_____	_____

Company Name \_\_\_\_\_

**RFP 14-026 PROPOSAL FORM - CONTINUED**  
**HOUSEHOLD HAZARDOUS WASTE PROPOSAL PRICING TABLE**

**OTHER CHARGES:**

Setup fee/site \$ \_\_\_\_\_

Labor (technician/day) \$ \_\_\_\_\_

Transportation (if not included) \$ \_\_\_\_\_

Other charges (specify- explain below):

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

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\_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_



**GENESEE COUNTY INSURANCE CHECKLIST**

**Bid Title: HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES**

**Bid Number 14-026**

**Coverages Required**

**Limits (Figures denote minimums)**

- |   |  |
|---|--|
| <u>X</u> 1. Workers' Compensation   | Statutory limits of Michigan   |
| <u>X</u> 2. Employers' Liability  | \$100,000 accident/disease   |
|   | \$500,000 policy limit, disease  |
| <u>X</u> 3. General Liability   | Including Premises/operations  |
|   | \$1,000,000 per occurrence with \$2,000,000 aggregate                          |
| <u>X</u> 4. Products/Completed operations   | \$1,000,000 per occurrence with \$2,000,000 aggregate                          |
| <u>X</u> 5. Crime Policy-Emp. Dishonesty  | \$1,000,000 each occ/agg   |
|   | All Money, negotiables & securities, Forgery, Alterations and Robbery Burglary |
| <u>X</u> 6. Automobile liability  | \$1,000,000 combined single limit each accident- Owned, hired, nonowned        |
| <u>X</u> 7. Surety Bond   | \$10,000 each occurrence   |
| <u>X</u> 8. <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u> |  |
| <u>X</u> 9. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)   |  |
| <u>X</u> 10. The certificate must state bid number and title  |  |

**Insurance Agent's Statement**

**I have reviewed the requirements with bidder named below. In addition:**

\_\_\_\_\_ The above policies carry the following deductibles:

\_\_\_\_\_

\_\_\_\_\_ Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

**PLEASE NOTE #8 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED**

**Bidder's Statement**

I understand the insurance requirements and will comply in full if awarded the contract.

Company Name \_\_\_\_\_

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISED 04/08/2010



## REFERENCE PAGE

List five (5) municipalities having employed your services for Hazardous Waste Collection Days since 2004 and reference contact

---

1. Municipality Contact Name

---

Project Description and dates

---

Address

---

Phone Number

Email address

---

2. Municipality

Contact Name

---

Project Description and dates

---

Address

---

Phone Number

Email address

---

3. Municipality

Contact Name

---

Project Description and dates

---

Address

---

Phone Number

Email address

---

4. Municipality

Contact Name

---

Project Description and dates

---

Address

---

Phone Number

Email address

---

5. Municipality

Contact Name

---

Project Description and dates

---

Address

---

Phone Number

Email address

Company name: \_\_\_\_\_

# ATTACHMENT 1 - CONTRACT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Contractor Name, a State Entity, whose principal place of business is located at Contractor Address (the "Contractor") (the County and the Contractor together, the "Parties").

## 1. Agreement and Authority

This Agreement is entered into pursuant to RFP/IFB # 14-026 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

## 2. Term

### 2.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for a one (1) year term (the "Initial Term").

### 2.2 Extension Terms

The Board has the option to extend this Agreement for up to three (3) additional one year terms (the "Extension Terms").

## 3. Purpose

This contract is entered into for the purpose of providing materials and labor as specified to establish and operate household hazardous waste collection facilities at two (2) Genesee County locations, to be determined, on a Saturday in the Spring of 2015 (typically held in May) and a Saturday in the Fall of 2015 (typically held in October) (specific dates to be determined); collections to be approximately four-hour events.

## 4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

## 5. Compensation

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit C. The total amount paid to the Contractor shall not exceed \$ [REDACTED]. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

6. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

## 7. Contract Administrator

The contract administrator for this Agreement is [REDACTED] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

## 8. Reporting Requirements

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

## 9. Inspection and Acceptance

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

## 10. Warranties

The Contractor warrants that:

- 10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 10.5 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.
- 10.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

## **11. Suspension of Work**

### **11.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

### **11.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

## **12. Termination**

### **12.1 Termination for Cause**

If the Contractor is in breach of any provision of this Agreement, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this

Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

#### 12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

#### 12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

#### 12.4 Termination for Lack of Funding

If this Agreement is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Agreement by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

### **13. Equipment Purchased with County Funds**

#### 13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

## 13.2 Conveyance to the County

Upon the County's request at the termination of this Agreement for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement.

## 14. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

## 15. Freedom of Information Act

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

## 16. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## 17. Audit Rights

### 17.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

## 17.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

## 17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

## 17.4 Records Retention

The Contractor agrees to maintain any business records related to this Agreement or the Contractor's performance under this Agreement for a period of at least three (3) years after final payment.

## **18. Identity Theft Prevention**

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

18.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## **19. Insurance Requirements and Indemnification**

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Agreement.

### 19.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and

including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

## 19.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

## 20. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## 21. General Provisions

### 21.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

21.1.1. The Contract – This Professional Services Contract

21.1.2. Exhibit A – The Scope of Work

21.1.3. Exhibit B – Required Reports

21.1.4. Exhibit C – Unit Price

21.1.5. Exhibit D – Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### 21.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.



### 21.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

### 21.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

### 21.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

### 21.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

### 21.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

### 21.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

### 21.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

**CONTRACTOR NAME**

GENESEE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
**Name of Contractor Signatory**  
**Title of Contractor Signatory**

By: \_\_\_\_\_  
Jamie W. Curtis  
Chairperson

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

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

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

EXHIBIT A  
Description of the Services

1. Provision of worktables, containers, labels, enough visqueen to cover the entire oil and antifreeze bulking area and other areas as needed, a roll off dumpster liner, oil and antifreeze bulking drums/barrels (not bulk tanks) and consolidation equipment, material carts for moving, sorting and packaging of received waste materials.
2. Personal protective equipment for at least 25 volunteer staff at each site to include enough goggles, nitrile gloves, over gloves, shoe covers, and tyvek suits (not aprons).
3. Two additional Tyvek suits for non-contracted personnel
4. Emergency equipment and supplies for responding to spills, fire, or injuries to collection site personnel. This includes a fire extinguisher, eyewash, over pack drums, oil dry, and grounding clip for gasoline collection at each site.
5. Loading and transporting of collected wastes to licensed disposal facilities.
6. Sufficient contractor personnel to set up and dismantle collection sites, stage and remove containers, and identify, classify and lab-pack received waste materials. (Volunteer personnel will assist in traffic direction and unloading)
7. **Wastes To Be Managed** - Disposal shall be provided for the following categories of household wastes:
  - A) Flammables- paints, solvents, fuels
  - B) Corrosives- acids, bases
  - C) Oxidizers- bleaches, chlorine
  - D) Reactives (excluding explosives)
  - E) Pesticides/herbicides- solid, liquid, aerosol
  - F) Chlorinated hydrocarbons
  - G) Mercury- metallic and compounds\*, mercury-containing devices\*, Fluorescent tubes
  - H) Batteries- automotive\*, household
  - I) Aerosols (all types)
  - J) Nonhazardous wastes- cleaners, polishes, cosmetics, etc.
  - K) Motor Oil\*, Antifreeze
  - L) Liquid Medications

\*provide pricing- however, local disposal may be available for these wastes
8. **Preparation for Event** - The successful offeror shall obtain information necessary to develop a site-specific emergency plan for each collection site. All proposers shall include an example of a site-specific emergency plan with the proposal response. Unless otherwise directed, the successful offeror shall make arrangements for the provision of material handling equipment for each site.

9. **Collection Site Operations** - The successful offeror/contractor shall set up the collection site the morning of the collection. The contractor shall conduct a briefing prior to opening with the volunteer personnel on safety practices, emergency procedures, use of personal protective equipment, and waste sorting criteria. The contractor shall ensure that a sufficient supply of containers will be available for the wastes collected.
10. **Disposal Facilities** - Include with the proposal, a list of disposal facilities proposed to be used for the disposal of each category of waste and the method of disposal (fuel blending, incineration, recycling, fixation/landfill, etc.).
11. **Pricing** - Contractor shall quote disposal costs for each category of collected wastes on a *per net pound* basis. (Specify where container minimums apply.) Other costs (setup, labor, transportation, etc.) shall be quoted on an appropriate unit basis.
12. **Billing** - A specific amount shall be communicated to the successful offeror that Genesee County has available for 2 collection events in fiscal year 2014-2015 (October – 2014 thru September – 2015). Disposal costs above this amount shall be billed to the Genesee County Area Recycling Coalition.

Please note the county/city shall designate the collection sites, provide site layouts, and furnish non-technical volunteer personnel at the collection sites for traffic direction.

EXHIBIT B  
Reports Required from the Contractor

Description of Report

Frequency

Name and content of report

How often?

If none, write NONE.

EXHIBIT C  
Unit Rate

EXHIBIT D  
Insurance Checklist

**GENESEE COUNTY INSURANCE CHECKLIST**

**Bid Title: HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES      Bid Number 14-026**

<b>Coverages Required</b>	<b>Limits (Figures denote minimums)</b>
<u>  X  </u> 1. Workers' Compensation	Statutory limits of Michigan
<u>  X  </u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u>  X  </u> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<u>  X  </u> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 aggregate
<u>  X  </u> 5. Crime Policy-Emp. Dishonesty	\$1,000,000 each occ/agg All Money, negotiables & securities, Forgery, Alterations and Robbery Burglary
<u>  X  </u> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u>  X  </u> 7. Surety Bond	\$10,000 each occurrence
<u>  X  </u> 8. <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<u>  X  </u> 9. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>  X  </u> 10. The certificate must state bid number and title	

Date to Date

If this is not a budget reimbursement contract, delete this Exhibit.