

**REQUEST FOR PROPOSALS
TRANSPORTATION AND DISPOSAL OF HAZARDOUS WASTE**

ISSUED BY: Addison County Solid Waste Management District

DATE ISSUED: May 6, 2024

PROPOSAL DUE DATE: June 6, 2024, by 4:00 PM

PROPOSAL OPENING: June 7, 2024, 10:00 AM

CONTRACT AWARD: By June 20, 2024

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Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are encouraged to participate.

I. GENERAL INFORMATION

- A. Electronic copies of this Request for Proposal (“RFP”) may be obtained by contacting don@acswmd.org, or by visiting www.AddisonCountyRecycles.org.
- B. The Addison County Solid Waste Management District (“District”), as an Equal Opportunity Employer, affirms that it does not discriminate against individuals or firms because of their race, color, marital status, religion, age, sex, national origin, disability, creed or sexual orientation.
- C. All proposals submitted become public information and may be reviewed by anyone requesting to do so once the contract has been awarded.
- D. All proposals for this RFP received by the District shall remain valid for ninety (90) days from the date of submittal.
- E. In the event it becomes necessary to revise any part of this RFP, an addendum will be provided to all vendors who received the original RFP.

- F. The District is not liable for any cost incurred by the vendor (“Contractor”) prior to issuing the contract. Contractors shall bear the full cost of preparation, attending any pre-submission meetings, if requested, and negotiating the final contract if selected by the District. There may be no claims whatsoever for reimbursement from the District for costs and expenses associated with this process.
- G. A contract may be negotiated with the Contractor whose proposal would be most advantageous to the District, in the opinion of the District, based on the selection criteria outlined in this RFP.
- H. It is the responsibility of the Contractor to provide accurate and complete information to the District. The District may, at its sole discretion, request clarification and/or supplemental information from the Contractor during the proposal evaluation.
- I. The District may waive technical irregularities of a Contractor’s proposal if they do not alter the quality or quantity of the services offered.
- J. The District reserves the right to reject any or all proposals submitted.
- K. The primary Contractor will be the sole point of contact for the District with regard to contractual matters. The relationship between the Contractor and the District under any resulting contract will be that of independent contractor.
- L. The Contractor will be subject to all State of Vermont and District guidelines and regulations.

II. PURPOSE OF THIS RFP

The District is seeking proposals from qualified Contractors to provide for the pickup, transportation and proper disposal of unregulated hazardous waste generated at the District's permanent Household Hazardous Waste (“HHW”) and Very Small Quantity Generator (“VSQG”) hazardous waste collection facility (“HazWaste Center”) located at 1223 Route 7 South, Middlebury, VT.

The Contractor will also provide technical assistance on a regular basis regarding the proper management of wastes collected, and personnel to assist the District staff at the HazWaste Center, upon reasonable notice.

This RFP solicits proposals for a one-year period. The contract will be awarded by the District Board of Supervisors (“Board”) by June 20, 2024, at which time the winning Contractor will be contacted to prepare a service contract. The contract period is estimated to begin on July 1, 2024. Prices may not increase for the entire contract period.

III. BACKGROUND INFORMATION

The District is a union municipal district with 21 member towns and a population of 36,703 (2020 U.S. Census). All 21 municipalities use the District's collection program for unregulated HHW and VSQG waste. The District owns and operates a permanent year-round collection facility – the HazWaste Center - at its Transfer Station in Middlebury, VT, for both HHW and VSQG waste. In 2023, the District received waste from 2,711 residents and 120 VSQGs. Households are accepted at the HazWaste Center without appointment Monday – Friday from 8:00 AM to 2:00 PM, and Saturdays from 8:00 AM to 1:00 PM. VSQGs are accepted at the HazWaste Center by appointment only and are required to pay the disposal cost for the waste. At the HazWaste Center, District employees collect, consolidate and lab pack or bulk wastes, and prepare drums for shipment. The District uses occasional contractor labor to provide additional lab-packing and/or bulking services.

The District typically requires a pick-up of hazardous waste an average of 8 times per year, with an average amount of 20-25 drum equivalents of material at each pick-up. In 2023, the District shipped 35 tons of hazardous waste (not including fluorescent lamps and other universal wastes which are managed through other vendors, and waste paint sent through Vermont's Paint Care program), at a disposal cost of approximately \$48,000 (including transportation).

IV. CONTRACT SERVICE REQUIREMENTS

The services to be performed under the contract will include the following provisions and any provisions agreed to during the contract negotiation process. The Contractor chosen for this project shall be a full service vendor and provide to the District the materials and expertise necessary for maintaining its progressive, unregulated hazardous waste collection program. The following list describes the minimum service requirements:

1. Provide and prepare all Hazardous Waste Manifests, Bills of Lading, Waste Information Profiles, Land Bans, and Certificates of Destruction for waste collected at the HazWaste Center.
2. Provide necessary materials (drums, labels, packing materials) upon request.
3. Provide labor to assist with operations at the HazWaste Center upon request.
4. Provide ongoing technical assistance for proper management of hazardous materials.
5. Upon request, provide audit information on appropriate treatment, storage and disposal sites for all hazardous materials collected. This includes complete access to all audit information obtained by Contractor concerning end disposal facilities used for District waste. The sites shall be fully permitted and approved by the EPA and responsible state regulatory agency as hazardous waste treatment, storage and disposal facilities. The Contractor shall be responsible for providing lawful disposal of the materials collected unless the District has made other arrangements for a material.

6. Recommend more cost-effective facilities or alternative methods of disposal, as they become available.
7. Assist with identification and disposal of unknowns.
8. Provide pick-ups for hazardous waste at the HazWaste Center as needed.
9. Provide transportation of hazardous waste from the HazWaste Center to certified facilities for end disposal or storage in compliance with all EPA and DOT rules and regulations.

V. WASTE STREAMS AND DISPOSAL PRICES

Contractors shall provide costs for disposal for each item listed on Attachment A. A separate sheet may be created in lieu of the attached Excel spreadsheet, as long as all requested information is provided. A price per container is preferred, but a per-pound price may be substituted for certain waste streams if necessary. If available, for each waste stream please include any price differential for segregated RCRA v. non-RCRA (e.g., HHW) wastes. Also include the method of disposal and facility name and location of disposal. Please keep the order and format given. Include any applicable facility or recovery fees and describe how they are applied. Include any additional cost for off-specification materials.

Note: The following disposal methods are listed in order of preference by the District. If a method is preferred but is not the most cost-effective, give both disposal methods and price for each.

- (1) Recycled/Re-used
- (2) Fuel Blended
- (3) Incinerated
- (4) Landfilled in a chemically secure, hazardous waste landfill.

It is assumed that all alkalis and acids will be neutralized.

All listed materials will not necessarily be shipped through the chosen Contractor. All prices provided are expected to be honored throughout the duration of the contract.

VI. PROPOSAL REQUIREMENTS

All proposals are based upon the service requirements listed by the District in this RFP. However, the District reserves the right to negotiate the services stated in the proposals as deemed necessary or to reject any or all proposals received.

Format of Written Proposals

Proposals are encouraged to be concise and specifically tailored to the previously stated service requirements. Proposals must include, but are not limited to, the following:

1. Electronic submittal (.pdf or Microsoft office file preferred).
2. Defined Scope of Services.
3. Qualifications of key personnel proposed to be assigned to the various services.
4. Copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies against the Contractor in the last three years. Also provide letters of commendation or other awards of recognition.
5. A list of any permanent HHW or VSQG collection programs in which the Contractor is involved.
6. A partial list of reputable businesses (including Fortune 500 and government entities, if possible) that the Contractor serves.
7. Costs of all labor, packaging, testing, transportation, and any other costs related to the services.
8. Itemized costs for each waste stream in Attachment A, method of disposal, location and name of end disposal facility.
9. Any applicable testing requirements and related costs.
10. A description of any proposed modifications to the service requirements in this RFP.
11. The name, address and qualifications of all subcontractors who would be responsible for any portion of the service requirements proposed.
12. The names and telephone numbers of at least three references each, for your firm and any subcontractors, for whom you have performed similar services. References provided should be capable of commenting on the work of the key team members proposed for this work.
13. Proof of adequate insurance described in Section 9.12. If insurance limits are greater than the minimum requirements, please list them.

VII. EVALUATION OF PROPOSALS

District staff will evaluate all proposals received by the deadline. If deemed appropriate, one or more firms will be selected for an interview.

The Board is the authority for final approval of the contract for services.

The selection of a Contractor will be based on the following criteria:

1. The qualifications and experience of the Contractor as well as the qualifications and experience of the personnel assigned to the project in the specific area of work for which they are to be responsible.

2. The quality and quantity of services provided:

Evaluation of the services provided will be based on any past experience that the District has had with the Contractor and/or the quality of the response to the objectives and tasks outlined in this RFP. Consideration will include:

- (1) Clarity and organization;
- (2) Adequacy and appropriateness of the methodology for delivering the service needed;
- (3) Efficiency in scheduling tasks to achieve the desired results;
- (4) Strength of the proposal in integrating the various elements of the project;
- (5) Additional services not listed in the RFP that would benefit the District;
- (6) Responses from references;
- (7) Demonstration of an understanding of the project.

3. The cost effectiveness of the proposal.

4. The compliance history of the Contractor, subcontractors and end disposal facilities.

5. The method of waste disposal:

See Section V for preferred disposal methods.

6. Minimization of liability to the District:

In order to protect the District from liabilities associated with onsite activities, transportation and inherent CERCLA liabilities involving disposal, preference may be given to contractors who supply their own labor, transportation, and dispose of the waste at their own EPA-permitted disposal facilities.

VIII. DISTRICT RIGHTS

This RFP does not commit the District to contract with any Respondent nor does it commit the District to an exclusive agreement with the Consultant for these services. The District reserves the following rights:

1. To withdraw this RFP at any time;
2. To reject any and all Proposals or Respondents;
3. To modify the RFP or to issue subsequent RFPs at the District's sole discretion;
4. To postpone award of the contract;
5. To accept the Proposal that the District finds to be the most advantageous and/or beneficial to the District;
6. To split the award or to make multiple awards;
7. To negotiate the Proposal to further refine, clarify, amend, or expand any and all aspects of the Proposal;
8. To accept Proposals that do not offer the lowest cost;
9. To confirm all references and contact further references obtained from other sources as deemed necessary;
10. To waive any informalities or technicalities in any Proposal; and
11. To apply any additional rights as may be allowed under applicable purchasing laws and rules.

IX. INSURANCE

The Consultant, prior to contract execution, will be required to submit a valid, currently dated Certificate of Insurance satisfactory to the District as evidence that the Consultant is adequately insured throughout the period of the contract by a recognized and responsible insurer authorized to do business in Vermont. Preference may be given to contractors who exceed insurance requirements.

The Contractor will list the District as a certificate holder and furnish to the District, prior to the issuance of a contract, the following:

1. General Liability Bodily Injury and General Liability Property Damage Certificates of Insurance with combined single limits of liability equal to or greater than \$2,000,000, and \$1,000,000 per occurrence, which includes Premises Operations, Personal Injury, Independent Contractors, and Contractual Liability.
2. Business Auto Insurance covering all owned, non-owned, and hired vehicles, with minimum limits of liability of \$1,000,000 combined single limit.
3. Statutory Worker's Compensation coverage.
4. Contractors Pollution Liability with limits of liability greater than or equal to \$1,000,000 per occurrence, and \$2,000,000 Aggregate.

5. A hold harmless agreement which, protects, defends and indemnifies the District against all losses for the work performed for the District by the Contractor.
6. Tail insurance for three years following the end of services for full pollution liability.

Any exclusions or exceptions to the types of claims and amounts which may be collected against a legitimate claim must be clearly delineated. The insurer will be required to provide the District with notification of any cancellation or change in the insurance coverage during the period of the contract between the Consultant and the District. Such notification must be made not less than thirty (30) days prior to the date said cancellation or change becomes effective.

Failure to maintain the insurance required shall be cause for immediate termination of the contract by the District.

The District reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The requirement for Workers' Compensation coverage shall not be waived. However, the required limits of property and casualty coverage may be modified if the Consultant can demonstrate an acceptable alternative method of preventing transferal of insurable risk to the District or of eliminating such risk.

X. LIABILITY WAIVER

The Consultant must agree to waive any and all claims against the District for any loss or injury incurred while on the District's property during the period of the contract.

APPENDIX A (Separate Form)