

# SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055 http://sedgwickcounty.org/finance/purchasing.asp

# REQUEST FOR PROPOSAL #15-0101 PICK-UP AND DISPOSAL OF HAZARDOUS WASTE

October 2, 2015

# **PURPOSE**

Sedgwick County, Kansas, will be accepting proposals for Disposal of Hazardous Waste. It is anticipated that an official contract or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of services/products described herein.

#### **SUBMITTALS**

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) complete original and one (1) electronic copy (CD or USB) of the Bid Response Form with any supplementary materials to:

ATTN: Kara Kingsley Sedgwick County Purchasing Department 525 N. Main St., Suite 823 Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m., CDT, Tuesday October 20, 2015. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m., on the due date.

### **QUESTIONS AND CLARIFICATIONS**

All requests for clarifications of the RFP process and document content should be directed to Kara Kingsley at email <a href="mailto:kara.kingsley@sedgwick.gov">kara.kingsley@sedgwick.gov</a>. Questions are due **in writing** no later than 3 p.m. on October 9, 2015. Any questions of a substantive nature will be responded to in addendum form to be sent to all vendors no later than 5 p.m. on October 13, 2015.

Kara Kingsley
Purchasing Agent

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### A. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the County is seeking a solution, as described on the cover page and in the following background information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference before proposals are accepted, or meetings with vendors after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.

# B. Background

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 504,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and provides a full range of municipal services; e.g., public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County acquired the Household Hazardous Waste Program from the City of Wichita in January of 2002. This facility is located at 801 Stillwell, Wichita, Kansas. The mission of the Household Hazardous Waste Facility is to Reuse, Recycle and/or Reduce as much of the material that enters the facility as possible.

Services to be performed at the Sedgwick County Household Hazardous Waste Department (SCHHWD) will include all site operations, transportation and disposal services required by a special waste collection program. Operations will consist of collection and consolidation of regulated and non-regulated special wastes generated from residents (individual households) and qualified business (qualifying conditionally exempt small quantity generators), located in Sedgwick County, Kansas. Hours of operation for the facility will be 9:00 a.m. until 5:00 p.m., Tuesday through Friday and 9:00 a.m. to 3:00 p.m. on Saturday. The facility shall be closed on all County holidays.

The following table lists previous years' volumes for the major waste streams.

The volume is listed in pounds:

	2011	2012	2013	2014
Participants	21,942	24,009	22,791	21,763
Flammables (lbs)	261,215	271,012	235,867	201,796
Latex Paint (lbs)	655,201	397,141	353,209	641,455
Other Hazardous Waste (lbs)	57,122	76,742	76,218	81,766
Other Non-Hazardous Waste (lbs)	85,917	53,955	71,303	66,620
<b>Total Waste Shipped</b>	1,059,455	798,850	736,597	991,637

## C. Goals and Objectives

The County has identified the following goals and objectives for Pick-Up and Disposal of Hazardous Waste:

- a. To contract with at least one Vendor. However, the County reserves the right to contract with Multiple Vendors.
- b. To establish firm contract pricing.

## **D.** Scope Of Service

Shipment of materials will occur every 2-3 weeks during winter months and every 1-2 weeks during summer months. We may be able to ship an entire truck load or about 40 drums per shipment with some of our waste streams. We could possibly ship more provided a trailer was placed on site by the vendor.

There will be five remote events around the County and these will take place on Saturdays. This will be an eight (8) hour event and will require 6-8 technicians. The labor needed at the sites and at the facility will require current 24 hour HAZWOPER certification. The Operations Manager will determine how many "field chemists" positions or "technician" position are needed at any given time or event.

#### **E.** Mandatory Requirements

The following specifications outline the minimum requirements for this RFP. Vendors responding to this document shall meet or exceed the specifications outlined. Any exceptions to the specifications should be clearly identified and detailed in vendor's response.

Vendor Requirements – Must:

- 1. Be responsible for the generation of all required manifests, land-ban forms, waste acceptance forms, and disposal authorizations for all types of waste generated within 30 days.
- 2. Any changes in disposal sites must be approved by SCHHWD prior to shipment throughout the term of the contract.
- 3. Provide a process, which will determine the basis for billable disposal or costs to SCHHWD. This payment will be on the consolidated waste volumes associated with collection services.
- 4. Adhere to all applicable federal and state laws, ordinances, regulations and rules.
- 5. Be compliant with the Kansas Department of Health and Environment (KDHE) and be a full service, permitted hazardous waste disposal contractor.
- 6. Be compliant with Environmental Protection Agency (EPA) hazardous materials disposal regulations.
- 7. Meet certification and licensing requirements and maintain all certificates, licenses and annual inspections required by local, state, federal, or regulating authorities during the term of the contract and provide copies to Sedgwick County.
- 8. Provide additional staff as needed per **Operations Supervisor's discretion**, during any extended periods of the week when not all materials can be processed and consolidate during normal collection hours so when staff leaves the site all material will be consolidated and put into appropriate storage. Site to be clean and secure.
- 9. Ensure the processing and handling of all waste is in accordance with all federal and state requirements for hazardous waste handling and transportation.
- 10. Ensure all final disposal facilities are handling of all waste is in accordance with all federal and state requirements for hazardous waste handling.
- 11. All material will be manifested offsite to the pre-approved Transfer Storage Disposal Facility (TSDF), on a timely basis. All associated waste collected at the facility will carry the appropriate waste codes.
- 12. Complete an information packet (audit package), which will be provided for all final disposal/destruction facilities for the waste managed by the contractor generated by the collection program. The audit package will include evaluation and criteria for acceptance for all internal (owned) facilities, and all subcontracted (brokered) facilities and points of disposal for these generated wastes will be submitted in the RFP. Included also in the audit package should be the contact at the facility, phone number and name of the State or Federal Regulatory authorities overseeing the receiving facility. A copy of this audit information shall be submitted if alternative disposal outlets are presented for approval.
- 13. Accept title and ownership of all wastes generated by this agreement and will assume this ownership upon having physical control of the material prior to transportation.
- 14. Have pre-approved profiles for all the waste generated, and label all containers according to the appropriate

- laws and regulations prior to shipment.
- 15. Contractor(s) will provide all certificates of disposal/destruction/receipt within a year for each shipment. Certificate of receipt needs to be submitted prior to payment being issued.
- 16. Provide all costs for routine waste acceptance profiles and additional sampling. Unknown's analysis and pretransport finger printing will be the responsibility of the contractor. Any supplemental profile sampling, testing or waste stream analysis will also be the responsibility of the contractor to pay for any shipping costs, repacking costs and disposal costs for any non-conforming wastes.
- 17. Transport collected waste material to an EPA approved treatment, disposal, or storage facility and return the signed manifests to the SCHHWD within 30 days of pickup. If necessary, the contractor will, upon request, initiate the required Exemption Report to the KDHE for manifests not returned within the initial 30 days.
- 18. Identify all waste which will not or cannot be accepted directly, and which may require special handling prior to shipment.
- 19. Identify and specify any percentage of the waste generated by this contract that will be recycled (energy recovery and/or product recovery) and materials that will be put to an alternative beneficial use.
- 20. Labor Contractor must provide certification that all staff members have met the minimum (24) hours of HAZWOPER (Hazardous Waste Operations and Emergency Response Standard) training.
- 21. Provide a complete updated list of all storage, treatment, and disposal facilities which will be utilized on this project and the nature of the arrangements with those facilities, i.e. ownership, owned subsidiary, long-term contract, lease or fee for service, etc. List should be current at all times.
- 22. Must have pre-approvals for receipt of the types of waste transported to the disposal facility. All proposed transportation, treatment, storage disposal facilities and equipment must meet all EPA guidelines and comply with all applicable current Federal, State and Local laws, regulations and ordinances. All materials must be shipped off site to an approved TSDF site for disposal.
- 23. Provide documentation and appropriate transportation identification number issued by the KDHE.
- 24. Certification and EPA Identification numbers must be provided to the SCHHWD for all contractors and vendors that will handle, transport, treat or dispose of the materials generated by the program. The list of approved facilities must be updated if and when there are any changes in ownership status, regulatory actions, transportation changes, and treatment and disposal facilities.
- 25. All roll-off containers must be clean and have an installed liner. Sedgwick County reserves the right to reject any roll-off's that do not meet this specification at no cost to the County.
- 26. Be able to deliver roll-offs, boxes, liners, etc. within 72 hours of call.
- 27. Be able to pick up every other Friday before noon or after 2:00 pm.

## F. Proposal Content

The proposal should be organized in the following format and information sequence:

- 1. State full name and address of your organization and provide a brief description of your firm, including qualifications, experience, depth of staff, quality control and the demonstration of your ability to provide quality services.
- 2. Provide references for which similar programs or services have been provided in the last 3 years. Include location, contact person, telephone number, email address, length of contract, volume of material handled and nay other pertinent information related to the type of project.
- 3. Clearly address each of the minimum mandatory requirements listed above.
- 4. Include any topics not covered in the RFP that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined services.
- 5. Complete Appendix A.
- 6. Submit a statement disclosing any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.
- 7. Provide a statement discussing any current ongoing litigation, which many cause conflicts or affect the ability of the proposer to provide services.
- 8. Sign and return the completed Proposal Response Form that is provided at the end of this document.

#### **G.** Selection Criteria

The selection process will be based on responses to this Request for Proposal and any interviews required verifying the ability of the vendors to provide services in response to this document. A review committee will select the proposals that appear most beneficial, short-list and reserve the right to interview finalists via teleconference.

Representatives of Sedgwick County will judge each firm's response as determined based on the following criteria:

- 1. Vendor's ability to meet all Request for Proposal Conditions, miscellaneous instructions, and qualifications as outlined herein.
- 2. Product ability to meet or exceed all requirements as outlined herein.
- 3. Overall quality of the vendor's proposal.
- 4. Overall quality of the proposed services.
- 5. The vendor's professional reputation for product, customer service and timeliness.
- 6. Qualified staff
- 7. Methodology to accomplish tasks

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

NO NEGOTIATIONS, DECISIONS OR ACTIONS SHALL BE INITIATED BY ANY COMPANY AS A RESULT OF ANY VERBAL DISCUSSION WITH ANY COUNTY EMPLOYEE PRIOR TO THE COMPLETION OF THE REQUEST FOR PROPOSAL PROCESS, OTHER THAN THE EMPLOYEES IDENTIFIED IN THIS DOCUMENT. SUCH ACTIVITY MAY BE CAUSE FOR DISQUALIFICATION OF CONSIDERATION FOR AWARD OF THIS PROJECT.

Sedgwick County, Kansas reserves the right to select the service/provider which best meets its required needs, budget constraints, quality levels, and administrative expectations. Sedgwick County also reserves the right to not award this contract.

### H. Contract Period, Termination and Payment Terms

A one (1) year contractual period will begin after Board of County Commission approval of the recommended vendor, with options to renew for three (3) additional one (1) year terms. The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted proposer to provide acceptable services and reports as delineated in the response to this document, or if determined that services can be provided by County or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services.

Payments for all specified service(s) and/or products to the successful proposer can be made with the following criteria taken into consideration:

- Successful completion or delivery of the service(s) or product(s) requested;
- Completion of any necessary forms and/or service results;
- Receipt of a detailed invoice, emailed to <u>ap\_invoices@sedgwick.gov</u> or faxed to 316-941-5127. All Payment and invoice provisions can be found at:
  - http://www.sedgwickcounty.org/purchasing/payment\_and\_invoice\_provisions.pdf

## I. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact Kara Kingsley, kara.kingsley@sedgwick.gov, to confirm any and all dates.

Distribution of Request for Proposal to interested parties	October 2, 2015	
Clarification, Information and Questions submitted in writing by 3:00 p.m. CDT	October 9, 2015	
Addendum Issued	October 13, 2015	
Sealed Proposal due before 1:45pm CST	October 20, 2015	
Evaluation Period	October 20-October 29, 2015	
Board of Bids and Contracts Recommendation	October 29, 2015	
Board of County Commission Award	November 4, 2015	

#### J. Insurance

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$100,000.00
Commercial General Liability Insurance:	
Bodily Injury:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each Occurrence	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Each Occurrence Bodily Injury and Property damage	\$500,000.00
General Aggregate	\$500,000.00
Professional Liability If required	

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

#### **K.** Indemnification

To the fullest extent of the law, the Provider, its subcontractors, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

#### L. Proposal Conditions

All times indicated in this solicitation document are central standard/central daylight as applicable. In submitting a response to this Request for Bid, vendors hereby understand the following as applicable: http://www.sedgwickcounty.org/purchasing/pdf files/Proposal%20Terms%20%20Conditions.pdf

### M. General Contract Provisions

In submitting a response to this Request for Bid, vendors hereby understand the following as applicable: http://www.sedgwickcounty.org/purchasing/pdf\_files/General%20Contractual%20Provisions.pdf

## **APPENDIX A-PRICING INFORMATION**

Any larger or smaller container will be prorated to 55-gallon drum pricing. Any pricing per pound will be net weight and not total container weight. Please list the name and address of the disposal facility. Indicate the minimums on the amount of material, pounds or gallons per container and container size suitable for shipment. If the vendor has specifications for a waste stream, you must list them or we will presume there are none. Sedgwick County reserves the right to award a contract to multiple vendors rather than an all-inclusive contract. Vendor must transport and dispose of all contracted materials.

Please use the format provided below for your detailed pricing submission.

Item #	Description (all are 55 gal unless noted otherwise)	Total Unit Price (Including Transportation & Disposal)	Disposal Method	Disposal Facility
1	Aerosols (55 gal)			
2	Aerosols (YD3)			
3	Lab packs (5 gal)*			
4	Lab packs (15 gal)*			
5	Lab packs (55 gal)*			
6	Bulk flammable liquids (55 gal)			
7	Off spec solids 12" or below (55 gal)			
8	Off spec solids 13" - 24" (55 gal)			
9	Off spec solids 25" - 36" (55 gal)			
10	PCB rejection fee			
11	Loose pack flammable (55 gal)			
12	Loose pack flammable (YD3)			
13	Mixed LP liquid poison (55 gal)			
14	Mixed LP liquid poison (YD3)			
15	Mixed LP solid poison (55 gal)			
16	Mixed LP solid poison (YD3)			
17	Mixed acids loose pack (55 gal)			
18	Bases loose pack (55 gal)			
19	Oxidizers (5 gal)			
20	Oxidizers (15 gal)			
21	Oxidizers (55 gal)			
22	Isocyanate/anime loose pack (55 gal)			
23	Elemental mercury (5 gal)			
24	Elemental mercury (15 gal)			
25	Elemental mercury (55 gal)			
26	Elemental mercury (per pound)			
27	Thermostats/thermometers (5 gal)			
28	Thermostats/thermometers (15 gal)			
29	Thermostats/thermometers (55 gal)			
30	Thermostats/thermometers (per pound)			
31	Mercury debris (5 gal)			
32	Mercury debris (15 gal)			

33	Mercury debris (55 gal)		
34	Mercury debris (per pound)		
35	Mercury compounds (5 gal)		
36	Mercury compounds (15 gal)		
37	Mercury compounds (55 gal)		
38	Mercury compounds (per pound)		
39	Lithium grease (55 gal)		
40	Grease (55 gal)		
41	Latex paint (bulk-55 gal)		
42	Latex paint loose pack (YD3)		
43	Latex paint loose pack (20 YD3 roll-off)		
44	Fluorescents (per linear ft.)		
45	Fluorescents (per box)		
46	Crushed fluorescent bulbs (55 gal)		
47	HID bulbs (per pound)		
48	Compact bulbs (YD3)		
49	PCB ballasts and/or capacitors (55 gal)		
50	PCB fuels>50 and <499 (55 gal)		
51	Flammable solids (rags, booms, etc) (55 gal)		
52	Bulk acid (55 gal)		
53	Bulk acid (YD3)		
54	Bulk bases (55 gal)		
55	Bulk bases (YD3)		
56	Bulk pesticide solid (55 gal)		
57	Bulk pesticide solid (YD3)		
58	Bulk pesticide liquid (55 gal)		
59	Bulk pesticide liquid (YD3)		
60	Medications (55 gal)		
61	DOT box w/pallet and 6 mil liner (YD3)		
62	Additional 6 mil liner		
63	Labor-Field Chemist (per hour)		
64	Labor-Technician (per hour)		
63	Labor-Field Chemist (per hour)		
64	Labor-Technician (per hour)		
65	Transportation		
66	Disposal		
67	Set-up		

<sup>\*</sup>a cylinder is defined as a compressed or liquefied gas in a DOT specification cylinder package

## PROPOSAL RESPONSE FORM

# #15-0101

## PICK UP AND DISPOSAL OF HAZARDOUS WASTE

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bidder is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME	
DBA/SAME	
ADDRESS	CITY/STATEZIP
PHONE	HOURS
STATE OF INCORPORATION or ORGAN	NIZATION
COMPANY WEBSITE ADDRESS	E-MAIL
NUMBER OF LOCATIONS	NUMBER OF PERSONS EMPLOYED
TYPE OF ORGANIZATION: Public Corpo	oration Private Corporation Sole Proprietorship
LLC LLP Not For Profit Corporati	on Partnership Other (Describe):
BUSINESS MODEL: Small Business	Manufacturer Distributor Retail
Dealer Other (Describe):	
Not a Minority Owned Business: M	Inority-Owned Business: Certification #
African American Asian Hispanic	Native American Other Woman-Owned Business
ACKNOWLEDGE RECEIPT OF ADDENI responsibility to check and confirm all addend www.sedgwickcounty.org/finance/purchasing.	• • •
NO, DATED; NO.	, DATED; NO, DATED
<ul> <li>☐ Yes, I would like to be on the emerg</li> <li>☐ No, I would not like to be on the em</li> </ul>	•
After Hours Phone #:	Emergency Contact Name:
After Hours Fax #:	
In submitting a response to this document, ven delineated and detailed any exceptions.	dor acknowledges acceptance of all sections of the entire document and has clearly
Signature	Title
Print Name	Dated