

CENTRAL VERMONT SOLID WASTE MANAGEMENT DISTRICT
137 Barre Street
Montpelier, VT 05602
Website: www.cvswwmd.org

REQUEST FOR PROPOSALS

Household Hazardous Waste & Conditionally Exempt Generator Collections 2019-2021

Date of Issue: Friday, December 14, 2018

Due Date for Proposals: Friday, January 11, 2019

- I. Intent.** It is the intent of the Central Vermont Solid Waste Management District (CVSWMD) to solicit from qualified hazardous waste Contractors, transporters and event operators proposals to collect, identify, package, label, haul, recycle, treat, incinerate and/or dispose of Household Hazardous Waste (HHW) and Conditionally Exempt Generator (CEG) waste on the tentative dates and locations indicated on the proposal form.
- II. Background.** The CVSWMD is a union municipal District comprised of 19 member communities with a population of approximately 52,900 people. CVSWMD provides or facilitates waste reduction services. At this time, CVSWMD is seeking proposals from qualified firms to provide event-based HHW collection services. In Calendar Year 2017, the District collected 27,820 lbs. of HHW and CEG waste from 282 households and 7 businesses.
- III. CVSWMD Responsibilities:** CVSWMD conducts HHW and CEG Waste collections generally between April and October of each year at various locations within the District (i.e. town garages, state parking areas, etc.). The District handles all advertising, public education, traffic control, and collects any Household Hazardous Waste and Conditionally Exempt Generator participation fees charged. CVSWMD will register CEGs for specific events and will communicate to the contractor in advance: the number of CEGs and the types and general volumes of CEG materials that will be brought to the event. CVSWMD will provide at least one employee at each collection event responsible for the above duties.
- IV. INSTRUCTIONS FOR RESPONSE.** Sealed proposals shall be due at or before **12:00 p.m. on Friday, January 11, 2019**. Proposals must be received at the District office by that time; **postmarks will not be accepted**. CVSWMD may extend the time for proposal submittals.

Each proposal must be submitted on the official form attached hereto, Appendix 2, furnished by CVSWMD. All blank spaces in the proposal form must be filled in as noted, and no changes shall be made in the phrasing of the proposal nor in the items mentioned in it.

Materials submitted in response to this RFP will become the property of CVSWMD. Information submitted in connection with this RFP will be considered public information.

Proposals must be typed or printed. Proposals that are illegible or contain any omissions, erasures, alterations, additions, or items not called for in the proposal may be rejected as incomplete.

CVSWMD reserves the right to reject any and all proposals submitted for any reason whatsoever and to modify or issue changes to the original RFP. Any changes will be distributed to all those

originally issued an RFP. CVSWMD reserves the right to select the proposer that, in the best judgment of the District, will, among other considerations, perform in a timely manner. The District may also negotiate with the proposer to modify or amend certain portions of their respective proposals.

The Proposal must be submitted to:

Attn: HHW RFP 2019
Central Vermont Solid Waste Management District
137 Barre Street
Montpelier, VT 05602

If requested, CVSWMD will acknowledge receipt of materials within three business days. If you wish to confirm receipt, please call Barb Baird at (802) 229-9383 ext. 100, Tuesday through Friday between 8:00 AM and 4:00 PM EST.

All persons submitting proposals shall examine all documents and fully inform themselves from personal examination of the same regarding quantities, character, location and other conditions affecting the work to be performed, and shall make no claims against CVSWMD by reliance upon estimates, or other representations made by any member, employee or agent of CVSWMD with respect to any matter.

Questions regarding this RFP must be submitted in writing via an email to Carl Witke, Program Coordinator, at carlw@cvswmd.org. No phone calls to the Central Vermont Solid Waste Management District, please. No verbal information provided by any member of the staff or board of the CVSWMD shall be considered binding. Modifications to this RFP may only be made in writing, and by approval of CVSWMD, and will be distributed to all parties who have requested proposals or to whom proposals have been sent. Nothing contained herein and no representation, statement or promise, oral or in writing, of the District, its members, officers, agents, or employees, or member municipalities shall impair or limit the effect of provisions appearing elsewhere in this proposal.

V. Scope of Work. The Scope of Work establishes the minimum operating standards CVSWMD will accept from a Contractor.

1. Contractors are expected to: furnish labor, equipment, and other work necessary for collection, identification, packaging, labeling, hauling, recycling, treating, incineration and/or disposal of HHW and CEG waste in accordance with all applicable federal, state, and local laws.
2. After each event within a specified period (up to 15 days), the Contractor will submit to CVSWMD an invoice itemizing all hazardous waste, pesticides, and PaintCare Program coatings collected, the charges for each, the amounts collected, any set-up fees and other charges.
3. The Contractor has a contract with PaintCare Program and will accept PaintCare approved materials at each Hazardous Waste Event at no cost to CVSWMD.

4. The selected Contractor will take “Generator Status” of all hazardous waste collected at the Hazardous Waste Events and will be listed on the hazardous waste manifests as Generator.
5. The selected Contractor shall submit to CVSWMD:
 - If requested, copies of all required manifests, bills of lading, packing slips, and attachments within thirty days
 - If requested, Certificates of Recycling and Treatment for all wastes accepted at the events within one year of collection.
6. Events will be structured to accommodate CEG wastes. CEGs will be scheduled to attend the events. The Contractor will inform the District representative at the event if CEG waste is bulk packed with HHW. Upon request, the Contractor will provide Manifests to the District for CEG waste. The selected Contractor will pay tax to the State of Vermont for any CEG waste that is collected.
7. The Contractor will transport all waste from the site except for waste CVSWMD chooses to transport to another facility. At the close of the event the Contractor is responsible for removal of all waste from the site within the same day.
8. The total number and location of collection sites is to be finalized in the contract. The District reserves the right the change the dates, times and locations of collection sites until the contract is finalized. Please refer to the application form for the tentative schedule for the 2019 season.
9. The Contractor is available and will commit to providing collection services for events during 2019, 2020, and 2021.

VII. Proposal Evaluation: The purpose of this Request for Proposals (RFP) is to provide a fair evaluation process for all proposals and to provide the evaluation criteria for judging proposals. Each proposal will be evaluated by District staff. Criteria for evaluation will include, but not be limited to:

- Responsiveness to scope of work and program needs
- Quoted prices – cost effectiveness
- Qualifications and experience in contracted services
- Meeting terms and conditions as called for in this proposal
- Completeness of proposal based upon requested information and documentation

APPENDIX 1
Central Vermont Solid Waste Management District
&
[Contractor]
Template for Contractual Terms and Conditions

A. GENERAL PROVISIONS:

This Contract covers professional services to be provided by [CONTRACTOR] on behalf of the Central Vermont Solid Waste Management District for CVSWMD Hazardous Waste & Conditionally Exempt Generator Collection Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by written modification as agreed to by both parties.

1. Parties: The parties to this Contracture:

Central Vermont Solid Waste Management District (District)
137 Barre Street, Montpelier, VT 05602

[Contractor]

2. Scope of Services and Products to be provided: The services to be provided by Contractor are listed as follows:

[Listed here]

3. Contract Amount: Unless agreed upon and modified in writing by both parties, the Contract amount for shall not exceed the amount of \$_____.

B. TERMS AND CONDITIONS:

1. Acceptance: The Contract consists in its entirety of this document and any attachments hereto or other material incorporated by reference herein, together with the District's acceptance, which shall be only expressed in writing by The General Manager of the District and/or approved motion of the Board of Supervisors. No modification, deletion, addition or waiver shall be effective unless written and signed by the party charged herewith through its authorized representative, notwithstanding any contrary terms or conditions in any communications or payment or acceptance of delivery by the District. This Contract as so defined constitutes the entire Contract between the parties and supersedes any other agreements or understandings, oral or written.

2. Duration: This Contract will be binding upon the Contractor until December 31, 2021. The Contract can be extended by mutual agreement of the parties.

3. Extension of Time for Unforeseen Circumstances: In the event that the Contractor is

unable to meet the completion date or schedule of services, if any, due to circumstances beyond Contractor's reasonable control, such as war, riots, strikes, lockouts, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts, Contractor shall inform the District of the additional time required to perform the work and the District may adjust the schedule. In the event that there are delays caused by the District, the Contractor will be entitled to extend the Contract date for services for a comparable number of days.

4. Standard of Performance: The Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions and the protocols exhibited in this appendix. The Contractor is responsible for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors, only as it relates to the preparation and delivery of the analysis report.
5. Failure to Perform: If the contractor fails to meet the standards of performance described above, the CVSWMD shall first notify the contractor in writing of the alleged failure to perform. The Contractor shall have fifteen (15) days to explain in writing or remedy the failure to perform and notify the CVSWMD of the remedy in writing. If the contractor should fail to address performance standards, the CVSWMD may suspend or cancel the Contractor services and discontinue any payments for which the Contract may call.
6. Applicable Law - Definitions - Interpretation: The Contract will be governed by all applicable statutes and codes of the State of Vermont and Federal laws in effect on the date of this Contract, including the definition of terms used herein and the interpretation of the provisions hereof.
7. Assignment: Neither this Contract nor any interest in this Contract or any claim under this Contract (other than accounts receivable) shall be directly or collaterally assigned or transferred by the Contractor nor may the Contractor delegate performance hereunder to any other party, without prior written authorization of the District, which authorization shall be in its sole discretion.
8. Compliance with Law: The Contractor must comply with all applicable laws and regulations. The Contractor warrants that services provided are performed in compliance with all applicable federal, state and local laws and regulations. Contractor certifies that it is not delinquent with respect to the payment of any tax, charge, fee, or assessment levied by the State of Vermont, the Central Vermont Solid Waste Management District, or any agency or subdivision thereof.
9. Default: In the event of default by the Contractor in performance of any obligation, under this Contract, the District may, at its option, cancel the Contract without penalty or liability for direct or consequential damages or liability. In the event that it becomes apparent to the District that delivery of services cannot be made within the time specified, the Contractor will not be due any further payments unless awarded by Arbitration. Only work product paid for by the District shall be the property of the District.
10. Equal Employment Opportunity: The District is an equal employment opportunity employer. It does not discriminate on the basis of age, race, sex, sexual orientation, religion, or handicap

status in admission or access to or treatment or employment in their programs and activities. The Contractor shall comply with provisions of 21 V.S.A. 495(a) where applicable:

495. Unlawful employment practice

- (a) It shall be unlawful employment practice, except where a bona fide occupational qualification requires persons of a particular race, color, religion, national origin, sex, sexual orientation, ancestry, place of birth, age, or physical or mental condition:
- (1) For any employer, employment agency or labor organization to discriminate against any individual because of race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age or against a qualified handicapped individual;
 - (2) For any person seeking employees or for any employment agency or labor organization to cause to be printed, published or circulated any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, age or handicapping condition;
 - (3) For any employment agency to fail or refuse to classify properly or refer for employment or to otherwise discriminate against any individual because of race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age or against a qualified handicapped individual;
 - (4) For any labor organization, because of race, color, religion, ancestry, national origin, sex, sexual orientation, place of birth, or age to discriminate against any individual or against a qualified handicapped individual or to limit, segregate or qualify its membership;
 - (5) For any employer, employment agency, or labor organization to discharge or in any other manner discriminate against any employee because such employee has lodged a complaint of discriminatory acts or practices or has cooperated with the attorney general or a state's attorney in an investigation of such practices, or is about to lodge a complaint or cooperate in an investigation, or because such employer believes that such employee may lodge a complaint or cooperate with the attorney general or state's attorney in an investigation of discriminatory acts or practices;
 - (6) For any employer, employment agency, labor organization or person seeking employees to discriminate against, indicate a preference or limitation, refuse properly to classify or refer, or to limit or segregate membership, on the basis of a person's having a positive test result from an HIV-related blood test;
 - (7) For any employer, employment agency, labor organization or person seeking employees to request or require an applicant, prospective employee, employee, prospective member, or member to have an HIV-related blood test as a condition of employment or membership, classification, placement, or referral.

11. Basis of Payment: CVSWMD agrees to pay the contractor for services within a period of thirty days from the receipt of invoices.

Unless agreed to by both parties, the Contractor shall submit each invoice on a monthly basis no later than 15 days following the conclusion of each month.

12. Statement of Non-Collusion: By submission of the Proposal, the Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that the prices in the Proposal have

been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

13. Relationship of Contractor to the District: The Contractor's relationship with the District is that of an independent contractor. In accordance with this status, the Contractor covenants and agrees that it will neither hold itself out as, nor claim to be, an officer, employee or agent of the District, and that it will not make any claim, demand or application to or for any right, privilege applicable to an officer, employee or agent of the District. Neither the District nor District staff hereof shall represent, act, purport to act or be deemed the agent, representative, employee or servant of the Contractor.
14. Proof of Insurance: The Contractor providing service under this Contract will be required to procure and maintain at its own expense and without cost to the District the following types and amounts of insurance. The policy limits required are to be considered minimum amounts:
 - a. Surety Bond Insurance for claims arising for the Contractor and its employees and sub-contractors for this Contract in the event that the Contractor fails to perform the tasks as identified in the final Contract with CVSWMD in the dollar amount specified in the Contract agreement, as evidenced by a Certificate of Insurance satisfactory to the District and delivered to the District no later than ten (10) days after award of this Contract.
 - b. Comprehensive General Liability Insurance with minimum limits of \$1,000,000 combined and single limit for each occurrence and shall include the District as Additional Insured. This policy shall include the Broad Form Endorsement. The Certificate of Insurance for this coverage must identify if this coverage is provided under claims-made form. Should this insurance coverage be of a claims-made form, a letter from the Contractor's Insurance Broker must accompany the Certificate of Insurance, which outlines the current policy aggregate limits.
 - c. Automobile Liability Insurance which includes coverage for all owned, non-owned and hired vehicles and also includes environmental impairment liability with a minimum limit of \$1,000,000 combined single limit for each occurrence.
 - d. Workers' Compensation and Employers Liability Insurance shall cover the obligations of the Contractor in accordance with the provisions of the Workers' Compensation Act, as amended, of the State of Vermont.

The Contractor shall provide Certificates of Insurance to the District demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this proposal.

The Comprehensive General Liability Certificate of Insurance shall indicate the District as an additional insured. This Certificate of Insurance shall also contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified, without thirty (30) days written notice to the District. Such notice shall be transmitted by certified mail, return receipt requested, or hand delivered. Failure to procure and maintain the above-described insurance coverages as set out in this section may, at the discretion of the District, may be deemed an act of default herein.

15. Indemnification: The Contractor shall indemnify, hold harmless and defend the District, its agents, employees, officers and volunteers from and against any and all liabilities, claims,

penalties, fines, forfeitures, suits, administrative proceedings and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) which may be alleged against the District, or which the District may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by or resulting from the negligent acts or omission of any employee or agent of the Contractor, or from the failure or inadequacy of any equipment of the Contractor.

16. Communication: Any notice or other communication given under this Contract shall be in writing and addressed or delivered as follows:

For the District:

Day-to-day communications: **Field Programs Coordinator**

Change orders to the Contract: **General Manager**

Contact information:

CVSWMD

137 Barre St.

Montpelier, Vermont 05602

(802) 229-9383

For the Contractor: Contact with the Contractor will be addressed or delivered to the following.

[Contractor] _____

17. Contract Records: The District has the right to inspect Contractor's records as follows:
- a. Contractor shall maintain sufficient books and records in accordance with generally accepted accounting principles to establish and substantiate the correctness of all charges submitted to the District. Any expenses not so recorded shall be disallowed by the District.
 - b. The District through its authorized employees, representatives or agents, shall have the right, during the term hereof and for seven (7) years after termination of the contract, to examine and audit all the books, records, correspondence and related documents of the Contractor in connection with Contractor's compensation claims hereunder and to allow the District to determine Contractor's compliance with relevant federal, state and local laws and regulations for the collection and disposal of all hazardous waste and performance of the Hazardous Waste Services and to evaluate the quality, appropriateness and timeliness of the services provided hereunder.
 - c. Contractor shall keep such books, records, correspondence and related documents in its possession and assure the maintenance of such books, records, correspondence and related documents by all assignees, subcontractors or other third parties performing work hereunder for a period of seven (7) years after termination of this Contract or until audit findings are resolved, whichever is later.
18. Arbitration: Contractor and the District agree to submit any existing controversy relating to this Contract including the work to be done through this Contract to arbitration pursuant to the Vermont Arbitration Act, 12 V.S.A. Chapter 192.

ACKNOWLEDGMENT OF ARBITRATION.

On behalf [Contractor], I understand that this agreement with CVSWMD contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

[Contractor]

ACKNOWLEDGMENT OF ARBITRATION.

On behalf of CVSWMD, I understand that this agreement with [Contractor] contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

Bruce Westcott, General Manager
CVSWMD

In witness whereof, the parties hereto execute this Contract by their duly authorized representatives.

District

Contractor

Bruce Westcott, General Manager
CVSWMD

[Contractor Representative]

Date Signed:

Date Signed:

APPENDIX 2
2019 PROPOSAL
Household Hazardous Waste & Conditionally Exempt Generator Collections 2019-2021
Central Vermont Solid Waste Management District

To Authorized Representatives of the CVSWMD:

In submitting this Proposal, the undersigned declares that they represent the firm that is interested in the said Proposal; that the proposal is made without any connection with any person(s) making another Proposal for the same Contract; that the Proposal is in all respects fair and without collusion, fraud or reliance upon any representation of CVSWMD; and that no official of the CVSWMD, or its member municipalities, or any person in the employ of the CVSWMD, or its member municipalities, is directly or indirectly interested in said Proposal or in the supplies or work to which it relates, or in any portion of the profits, thereof.

The undersigned also hereby declares that they have carefully examined the Scope of Work and general contract and are satisfied as to all the quantities and conditions, and understand that in signing this proposal the firm waives all right to claim any misunderstanding regarding the same.

Dated _____

Signature of Representative By: _____
Duly Authorized Agent

Name of Representative _____
Please print or type

Offer Irrevocable

The foregoing offer is irrevocable for a period of 60 days after the date on which the Proposals are due.

By: _____
Duly Authorized Agent (Signature of Representative)

Name of Contact Person (if different from Representative)

Telephone Number of Contact Person _____

Firm/Company Name _____

Address _____

EPA ID Number _____

Attachments

- A) Attach names and qualifications of personnel to be assigned to this project.
- B) Attach specific list of acceptable or unacceptable waste types.
- C) Provide list of disposal endpoints and/or treatment methods for collected materials;
- D) Attach safety procedures plan, emergency spill plan, and procedure for handling and testing unknown or unlabeled materials.
- E) Chart or statement of hourly rate(s) for types of positions that will be assigned to work at the CVSWMD HHW & CEG events.
- F) All information referenced in the RFP Scope of Work.
- G) **Attach a list (not copies) of all permits and/or licenses issued to your company related to hauling, storing, processing, and marketing of hazardous materials. Also, please document that the final destination of each “acceptable waste” included in proposal is to a properly permitted facility for recycling, treatment, or safe disposal.**

References

List at least three other municipalities or Districts for which your firm has provided household hazardous waste collection services.

Contact	Municipality/District	Phone #
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

TENTATIVE SCHEDULE FOR 2019 HAZARDOUS WASTE COLLECTIONS
[Dates will change for 2020 and 2021]

Date	Location	Event Times
May 4 Saturday	Barre Town Garage Barre Town, VT	9AM-1PM
June 8 Saturday	Tunbridge Transfer Station Tunbridge, VT	9AM-1PM
July 13 Saturday	Hardwick Town Garage Hardwick, VT	9AM-1PM
August 10 Saturday	Bradford Town Garage Bradford, VT	9AM-1PM
September 28 Saturday	D.O.L Lot Montpelier, VT	9AM-1PM

Pesticides:

Do you agree to submit a list of the types and amounts of pesticides collected? YES NO

Solid pesticides - \$ _____ per pound
 Liquid pesticides - \$ _____ per pound
 Dioxin-containing wastes - \$ _____ per pound

Are you a Contractor for the Paint Care Program? YES NO

All Other Materials:

Please provide price per material type and indicate any incremental unit pricing options (i.e. 5 gallon, 16 gallon, 30 gallon, 55-gallon etc.). You may use this page or provide the same information using your own format.

Material Type	Unit Options	Price
Aerosol Cans		
Aerosol Cans, <i>Pesticides only</i>		
Alkaline, Solids		
Alkalines, liquid and sludge		
Dioxins, by the pound		
Antifreeze		
Bulk Aqueous		
Flammable (corrosives)		
Bulked Flammables		
Incineration (flammable solids)		
Lab pack Acids		
Lab pack Alkalines		
Lab pack, Flammable		
Lab pack Oxidizers		
Lab pack, Treatable		
Lab pack , Incineration		
Lab pack, Poisons		
Lab pack reactives		
Lead-based paint debris (dust and paint chips)		
Mercury: devices, compounds and debris		
Mercury, elemental		
Motor oil, off-spec		
Motor oil		
Non-hazardous liquids and sludge		
Paint-related products (bulk thinners, lacquers, etc)		
Non-hazardous solids		
PCB ballasts, capacitors, transformers		
Pesticides, solid & liquid		
RCRA Empty containers		
55 gallon drum recycling/disposal		
Batteries: lead acid, ni-cad, lithium ion, button cell, lithium, alkaline		
Fluorescent Bulbs: cfls, circline, tubes		
Ballasts: PCB and non-PCB		
Spray foam cylinders- isocyanate material		
Oil Based Paint (cubic yard box)		
Latex Paint (cubic yard box)		

Options:

1. The District will consider contracts of up to three years; the price and rates of increases to be determined before the signing of the contract.
2. The District will consider additional options to this proposal.