

	REQUEST FOR PROPOSALS (RFP)	
	La Crosse County Finance Department Suite 2500 212 6 th Street North La Crosse, WI 54601	
COUNTY DEPT	La Crosse County Solid Waste Division	
RFP TITLE	Transportation and Disposal of Hazardous Waste	
PURPOSE	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Transportation and Disposal of Hazardous Waste.	
DEADLINE FOR RFP SUBMISSIONS	Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.	
SUBMIT RFP TO THIS ADDRESS	Solid Waste Department 3200 Berlin Drive La Crosse, WI 54601	
RFP Web Page Location	The RFP webpage is located on the La Crosse County website at www.lacrosscounty.org	
SPECIAL INSTRUCTIONS	<ul style="list-style-type: none"> <input type="checkbox"/> Submit one (1) copy in a paper form <input type="checkbox"/> Submit one (1) in electronic form on a usb or jump drive 	
PLEASE DIRECT ALL INQUIRES TO	NAME	Bryan Jostad
	TITLE	Purchasing Manager
	PHONE #	608-785-5879
	FAX #	
	EMAIL	bjostad@lacrossecounty.org
	WEB SITE	https://www.lacrossecounty.org/RFP/default.htm

TABLE OF CONTENTS

<u>Topic</u>	<u>Page</u>
Section 1 RFP Overview	3
Section 2 Proposal Submittal Instructions	3
Section 3 Hazardous Material Overview	5
Section 4 Scope of Work	6
Section 5 How to respond to this RFP	9
Section 6 Proposal Evaluation.....	9
Section 7 Terms and Conditions	10
Section 8 Insurance Contract Requirements.....	11

SECTION 1 – RFP OVERVIEW

1.1 Introduction

The La Crosse County Solid Waste Department operates a permanent Household Hazardous Materials Facility with the purpose of collecting and storing hazardous waste generated from home owners, small businesses and mobile Clean Sweep events. Established in 2002, the HHW has served approximately 90,000 customers and collected over six million pounds of waste while providing a cost-effective and safe means of managing unwanted chemical products.

1.2 Purpose

La Crosse County (County) desires to enter into a contract with a qualified hazardous waste management company who will provide hazardous waste management services to the County's permanent Household Hazardous Materials (HHM) facility in accordance with Wisconsin and federal regulations in a manner that will maximize waste management services at a reasonable cost to the County and minimize the County's liability related to waste transportation, management and disposal. These services may include among others: waste sampling, analysis and profiling; waste transportation; waste storage, disposal and recycling; waste management related labor and waste management related training to the County employees.

It is the intent of the County to utilize one cost effective full scale HHM transportation and disposal vendor. The County is aware of certain local small vendors who may be capable of managing certain waste streams more cost effectively than a large full-scale vendor. It is not the County's intent to use multiple full-scale HHM vendors. **The result of this RFP will be select a vendor for a 60 month contract beginning January 1, 2019.**

SECTION 2 – PROPOSAL SUBMITTAL INSTRUCTIONS

2.1 RFP Schedule and Location

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the La Crosse County web site at www.lacrosscounty.org, then click-on the Request for Proposal (RFP) Quick Link.

Activity	Time	Date
RFP released		11/6/18
Submission of Proposals	9 am	11/28/18
Public Works and Infrastructure Committee Meeting*		12/10/18

*La Crosse County Administrative Building
212 6th Street North Room 1107
La Crosse, WI 54601

RFP# 117017

2.2 Site Visit

Vendors may schedule a site visit by contacting the County's HHM Lead Technician, Greg Smith, at 608-785-6244 or gsmith@lacrosscounty.org.

2.3 Questions Submission

Related to Scope of Work

Greg Smith, Lead Technician

gsmith@lacrossecounty.org

(608) 785-6244

Related to the Procurement Process

Bryan Jostad, Finance Department

bjostad@lacrossecounty.org

(608) 785-5879

2.4 Proposals Submission

All proposals shall be submitted in complete original form. No faxed or emailed proposals will be accepted. Proposals shall be sealed and marked "**Transportation and Disposal of Hazardous Waste**". Vendors shall submit one (1) copy of their proposal in paper form and shall submit one (1) copy in an electronic form on a thumb or jump drive.

Sealed proposals must be delivered no later than 9 am, November 28, 2018 to:

Scott Szymanski – Operations Manager
La Crosse County Solid Waste Department
3200 Berlin Drive
La Crosse, WI 54601

Proposals received after the above date and time will be returned unopened.

2.5 Proposal Opening

The proposals will be publically opened at 9:05 a.m., November 28, 2018 at the following location:

La Crosse County Solid Waste Department
3200 Berlin Drive
La Crosse, WI 54601

2.6 Proposal Ownership

All proposals submitted on time become the property of the County upon submission and the proposals will not be returned. By submitting a proposal, the responder agrees that the County may copy the proposal for purposes of facilitating the evaluation.

2.7 Proposal Amendments

In the event it becomes necessary to amend, alter or delete any part of the RFP, changes to the RFP will be posted on the website.

2.8 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.9 Other Information

Vendors may submit any other information that is not described in this proposal that would be beneficial to the County. If in the vendor's opinion the County has overlooked anything material or relevant, these item(s) may be brought to the County's attention and be included in the proposal.

2.10 Public Records Law

All proposals are subject to the Wisconsin Public Records Law.

SECTION 3 – WASTE MANAGEMENT OVERVIEW

3.1 Hazardous Materials Managed

The goal of managing the County HHM facility is to provide management practices that are convenient, efficient and cost-effective for the collection and disposal of residential and small business generated hazardous waste. The vendor must be able to provide waste management services for all hazardous waste streams collected at the HHM. The waste generated by residential sources from La Crosse and surrounding counties account for 80-85% of material received. The remaining 15-20% of material consists of material from very small quantity generator (VSQG) businesses. The types of hazardous waste that has been received in the past include, but are not limited to, those identified in the table below.

Hazardous Waste Streams		
Pharmaceutical Inhalers	Gas Cylinders 2.1	Pesticides Liquid - Bulk
Pharmaceuticals (Non-Controlled)	Gas Cylinders 2.2	Pesticides Loose Pack (Liquid)
Pharmaceuticals Injectables	Gas Cylinders 2.3	Pesticides Loose Pack (Solid)
Flammable Liquids Bulk	Paint (Oil-Based)	Loose Pack Flammables
Flammable Solids (moth balls)	Flammable Solids (flares)	Flammable Solids (waste sulfur)
Inorganic Acid Lab Pack	Acid with secondary hazards	Bulk Acids
Base Lab Pack	Base with secondary hazards	Bulk Base
Caustic Solids	Organic Acid Lab Pack	Poisonous Aerosols
Mercury	Mercury Compounds	Flammable Aerosols
Halogenated Solvents	Oxidizers	Spontaneous Combustible
Water Reactive	Organic Peroxide	Bulk Hydrogen Peroxide
Pentachlorophenol/Dioxins	PCB	Flammable Liquid/Corrosive
	Perchloric acid	'P'-Listed PG I Poisons

3.2 Projected HHM Quantities

The County expects to collect approximately 700,000 pounds of hazardous waste in 2019 and dispose over 71,000 pounds of this material via a hazardous waste contractor. The projected quantity of hazardous waste to be collected is based on the most recent three year average.

2019 PROJECTED HHM QUANTITIES TO BE DISPOSED

Waste Stream	Projected Quantity (lbs)	Percent of Waste
Oil Based Paint/ Flammable Liquids	36,127	50.6%
Paint Related Material (Paint Can*)	17,565	24.6%
Aerosols	1,680	2.4%
Non-Controlled Pharmaceuticals	1,225	1.7%
Pentachlorophenol/ Dioxin	206	0.3%
Flammable Solids	250	0.4%
Corrosive Acids	2,339	3.3%
Corrosive Bases	2,638	3.7%
Toxic Solids	3,269	4.6%
Toxic Liquids	5,099	7.1%
Oxidizers	165	0.2%
Mercury	264	0.4%
Other Hazardous Waste	500	0.7%
TOTAL	71,327	

*The waste stream "Paint Related Material (Paint Can)" is a loose pack containing the following: solidified flammable paints, adhesives, catalysts (all types), metal containing paints, flammable caulking in tubes, greases and marine paints.

SECTION 4 – SCOPE OF WORK

4.1 Vendor Information

The proposal shall include a letter of introduction that includes the name of contact person and contact information (no more than two pages) along with a summation of the vendor's history (no more than one page) and length of time vendor has been in business. In addition, please include the following information:

- A. Describe your organization's hierarchal structure.
- B. Explain your organization's responsibilities and relevant qualifications of key personnel providing services under this proposed agreement.

4.2 Relevant Experience

- A. Provide an explanation of your organization's experience regarding HHM and Clean Sweep hazardous waste pick up, transportation and downstream management practices.
- B. Provide the name, street address and contact information for a minimum of three (3) clients that have purchased similar services within the last five (5) years.

4.3 Vendor Service Qualifications

The vendor is expected to demonstrate its capabilities of properly managing the waste streams described in Section 3. The following items are to be included in the proposal:

- A. A summary of the experience and references of any subcontractors proposed to be utilized for contract services.
- B. Examples of training services that can be or have been provided to other clients.
- C. A description of your organization's ability to monitor and inform the County of regulatory changes, which may affect waste management. Include procedures that will be used to convey to the County changes in transportation, bulking, lab packing, site acceptance and other waste handling policies.
- D. Sample copies of communication documents to be used between the vendor and County. The copies shall include, but not be limited to, forms, reports, submittals, manifests and other tracking papers, and other documents.
- E. A description of your organization's invoicing procedures along with an example for the types of waste managed at the HHM.

4.4 Client Expectations

The County desires to have a mutually beneficial relationship with its hazardous waste vendor ensuring that services are timely and cost effective. To facilitate an successful partnership, please describe your organization's expectations regarding the County HHM facility.

4.5 Health and Safety

The vendor must demonstrate a commitment to protecting human and environmental health. For the purpose of this proposal, the vendor is required to provide its health and safety plan (HASP). The plan must include all elements demonstrating full compliance with applicable regulatory requirements. To substantiate this requirement, please submit your organization's HASP and any additional information that includes, but is not limited to, the following:

- A. The name of the person with primary responsibility for safety programs within the organization.
- B. Measures to recognize hazards at the HHM including workers' exposure and protection, waste identification, bulking, lab packing and handling, and container handling.
- C. Training and procedures related to emergency response.
- D. Reporting and record keeping procedures.
- E. Ongoing safety activities.
- F. Emergency action plans.

4.6 Liability Minimization

The vendor may include specific information which could effectively minimize, transfer or eliminate the County's potential liability related to the generation, handling, transportation and disposal of wastes managed under this contract. Please provide a description of the following practices:

- A. The vendor's intent to take responsibility for waste generated at the HHM facility including transportation, store and tracking of materials.
- B. Information regarding the vendor's internal auditing procedures, if any.
- C. Information regarding any insurance provisions or coverage's held by the vendor of the vendor's primary, secondary or end sites or transporter in addition to the policies which would effectively reduce the County's potential liability associated with waste management activities.
- D. Other specific information and related documentation of the vendor's commitment and ability to minimize transfer or eliminate potential liability.
- E. A summary of where each waste stream identified in Section 3 will be transported along with disposal locations and methods of disposal.

4.7 Service Price Schedule

The vendor must provide a comprehensive list of charges affiliated with the disposal costs for all waste streams referenced in Section 3. In addition, the following must be noted:

- A. The vendor shall describe/list each of their managed waste streams and the detail of what is included in each stream. The vendor shall include the unit of measure regarding the price charged to the County for each stream.
- B. The vendor shall understand the waste materials represented in Section 3 are an estimate and do not a guarantee of the types or volumes of waste. The County shall not be subject to any increase in unit prices because the anticipated quantities of waste to be collected are only an estimate. The County is not required to give any quantity of any waste type collected to the vendor.
- C. The vendor shall provide the extended price total, calculated based on the vendor's prices for the County's estimated types and volumes of waste, that will be used to determine the vendor's cost to the County.

4.8 Pick-up and Transportation Schedule

- A. Describe the lead time required by your organization to facilitate HHM waste pick up and transportation. If necessary, identify lead times required per waste stream.
- B. Explain your organization's waste pick up and transportation options. For example, does your organization require a pre-set schedule or can waste be picked up on an "as needed" basis? Can your organization routinely coordinate waste pick up events with other local hazardous waste generators? i.e. "Milk Runs."

C. Describe how each waste pick up option affect's pricing. Please provide specific examples per waste stream if available.

4.9 Additional Services

The vendor may include additional information that details the provision of services that may be of interest to the County, but which are not covered elsewhere in the proposal. Vendors are encouraged to provide a description of services that facilitate safe or efficient waste management. Following is a list of suggested services:

- A. Management of specialty waste streams.
- B. Pollution prevention and waste minimization services, such as training, disposal site waste audits, pollution prevention and waste minimization consultation.
- C. The identification of waste management options and alternative sites.
- D. The availability of high hazard division.

SECTION 5 – HOW TO RESPOND TO THIS RFP

- 5.1 Provide a response to the items in Section 4.1 to 4.6.
- 5.2 Provide a price for each of the waste streams described in Section 4.7.
- 5.3 Provide a price for items (if any) described in Section 4.8
- 5.4 Acknowledge the Terms and Conditions in Section 7
- 5.5 Acknowledge the Insurance requirements in Section 8

SECTION 6 – PROPOSAL EVALUATION

6.1 Evaluation Criteria

The proposals will be scored using the following criteria:

Category	Points
Experience and Qualifications	100
Scope of Work	100
Cost Schedule	100
Grand Total	300

- 6.2 Each proposal shall be reviewed by an evaluation team. The evaluation team may contact vendors for clarifications and questions regarding their proposals.
- 6.3 The evaluation team will make a recommendation to the Public Works and Infrastructure Committee on December 10, 2018.

SECTION 7 – TERMS AND CONDITIONS

- 7.1 The County reserves the right to accept or reject any or all proposals or portions thereof without stated cause.
- 7.2 The County reserves the right to re-issue any requests for proposals.
- 7.3 Upon the selection of a finalist vendor, the County by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with this vendor. If the County, for any reason, is unable to reach a final agreement with this vendor; the County reserves the right to reject such vendor and negotiate a final agreement with the vendor who has the next most viable proposal. The County may also elect to reject all proposals and re-issue a request for proposal.
- 7.4 Clarification of proposals: The County reserves the right to obtain clarification of any point in a vendor's proposal or obtain additional information.
- 7.5 The County is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of the County.
- 7.6 The County will award the purchase to the vendor whose proposal is most advantageous to the County. In determining the most beneficial offer, the County will consider such criteria as, but not limited to, cost, quality/workmanship, capability, standardization, major and minor exceptions to our specifications, superior design features, warranty, delivery, past experience, installation, equality, discount, customer satisfaction, bidder's past performance and/or service reputation, and servicing capabilities. The County may opt to establish alternate selection criteria to protect its best interest, or to meet performance and operational standards.
- 7.7 The County reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the County.
- 7.8 The County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.
- 7.9 The vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the vendor, or its (their) agents and / or sub-contractors which may arise out of or connected with activities covered by this contract.

- 7.10 The selected vendor shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- 7.11 No reports, information, or data given to or prepared by the firm under contract shall be made available to any individual or organization by the firm without the prior written approval of the County.
- 7.12 Should the selected vendor merge or be purchased by another individual or firm contract continuation would be at the County's option.

SECTION 8 – CONTRACT INSURANCE REQUIREMENTS

8.1 Hold Harmless

The vendor hereby agrees to release, indemnify, defend and hold harmless La Crosse County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. La Crosse County does not waive, and specifically reserves, it's right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

8.2 Insurance Requirements

The vendor shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The vendor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any vendor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative.

Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

Comprehensive General Liability (Occurrence Form)

Products and Completed Operations

Personal Injury and Advertising Liability

Independent Contractors / Protective

Limits of Insurance	\$1,000,000 per occurrence
	\$1,000,000 aggregate

Business Automobile Liability : Covering all owned, hired, and non-owned vehicles

Limits of Insurance	\$1,000,000 per occurrence for bodily injury and property damage
Excess / Umbrella Liability	
Limits of Insurance	\$1,000,000 per occurrence
Worker's Compensation Insurance and Employers Liability	
State Statutory Workers' Compensation Limits	
Employer Liability	\$100,000 each accident
Pollution Liability	
Legal Liability Limits	\$1,000,000 each loss \$2,000,000 total all losses
Contractors Pollution Limits	\$1,000,000 per claim \$2,000,000 aggregate

8.3 Additional Insured

The vendor agrees that all liability policies other than professional liability shall name La Crosse County as additional insured with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

8.4 Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

8.5 Waiver of Subrogation

Insurers shall waive all subrogation rights against La Crosse County on all policies required under this requirement.

8.6 Certificate of Insurance

The Certificate of Insurance must include:

- A. **Additional Insured:** Named as La Crosse County
- B. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
- C. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
- D. **Receipt of Certificate:** A valid Certificate shall be issued to "La Crosse County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.

E. **Signature(s)**: Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

End of RFP