



HIGHLANDS COUNTY

BOARD OF COUNTY COMMISSIONERS

GENERAL SERVICES & PURCHASING

(RFP) REQUEST FOR PROPOSAL

The Board of County Commissioners (BCC), Highlands County, Sebring, Florida, will receive sealed bids in the County Purchasing Department for:

RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL AND FACILITATION OF CESQG/SQG HAZARDOUS WASTE PROGRAM NIGP COMMODITY/SERVICES CODE: 926-45

Specifications may be obtained by downloading from our website: www.hbcc.net or by contacting: Gerald (Jed) Secory, Director, Highlands County General Services / Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803 Telephone: 863-402-6523; Fax: 863-402-6735, or by E-Mail: gsecory@hbcc.org or Assistant Purchasing Director, Danielle Gilbert, CPPB, Phone: 863-402-6524, E-Mail: dgilbert@hbcc.org

Proposal submissions must be sealed and marked with the name of the proposer, and the RFP number and title "**RFP 10-035 - HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL AND FACILITATION OF CESQG/SQG HAZARDOUS WASTE PROGRAM**" so as to identify the enclosed proposal. Each submittal shall include **one (1) original and five (5) copies** of the proposal. Proposals must be delivered to Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803, so as to reach said office no later than **2:00 P.M., Thursday, April 1, 2010**, at which time they will be opened. Proposals received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the above bid opening. Highlands County Local Preference Policy will apply to the award of this RFP.

The Highlands County Board of County Commissioners (HCBC / COUNTY) reserves the right to accept or reject any or all bids or any parts thereof, and the award, if an award is made, will be made to the most responsive and responsible bidder whose bid and qualifications indicate that the award will be in the best interest of Highlands County. The Board reserves the right to waive irregularities in the bid.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26 Florida Statutes should contact Mr. John A. Minor, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: jminor@hbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners
Purchasing Department; Highlands County, Florida

Website: www.hbcc.net

**BID REGISTRATION FOR:
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
RFP No. 10-035
HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL
& FACILITATION OF CESQG/SQG HAZARDOUS WASTE PROGRAM
NIGP COMMODITY/SERVICES CODE: 926-45**

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Purchasing Department as soon as possible. It is the vendor's responsibility to verify if addenda have been issued. All addenda can also be found on the web: www.hbcc.net

Bid Number and Title: RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL AND FACILITATION OF CESQG/SQG HAZARDOUS WASTE PROGRAM

Bid Opening: Bids must be delivered to Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803; no later than **2:00 P.M., THURSDAY, April 1, 2010** at which time they will be opened. Bids received later than the date and time as specified will be rejected.

Special Instructions: There will be no Pre-Bid for this project.

This form is for bid registration only.

**BIDDER REGISTRATION
FAX OR EMAIL THIS FORM BACK IMMEDIATELY
DANIELLE GILBERT: dgilbert@hbcc.org
FAX: (863) 402-6735**

Carefully complete this form and mail or fax it to the Purchasing Department. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Fax:** _____

E-mail: _____

SECTION I: GENERAL TERMS AND CONDITIONS (Rev 09/2006)

- A. All responses shall become the property of the County.
- B. **Florida Statutes** 287.087, on Drug Free Work Place, 287.133(3) (a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below, will be complied with:

287.087, Preference to businesses with drug-free workplace programs:

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE BID FORM.

287.133, Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

287.134, Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

- C. Responses are due and must be received in accordance with the instructions given in the announcement page.
- D. The County will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.
- E. Respondents, their agents and associates shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the County nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those responses in full or substantially full compliance with them.

SECTION I: GENERAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

- H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- I. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the County, taking into consideration those responses in compliance with the requirements as set forth in this document. The Board of County Commissioners reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Highlands County Purchasing Department. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:
1. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$500,000 each employee, \$100,000 policy limit for disease.
 2. Commercial General Liability: Occurrence Form Required: (Contractor/vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 3. Commercial Automobile Liability Insurance: (Contractor/vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
4. Special Requirements / Evidence of Insurance:
- a. A copy of the Contractor's / Vendor's current certificate of insurance MUST be provided with the response to this RFP, RFP, etc. A formal certificate shall be provided upon announcement that a Contractor / Vendor has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - 1) "Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation.
 - 2) The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
 - 2.1) In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date.
 - 2.2) Such notification will be in writing by registered mail, return receipt requested, and addressed to the General Services / Purchasing Director, 4320 George Blvd., Sebring, FL 33875-5803.
 - b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
 - c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

SECTION I: GENERAL TERMS AND CONDITIONS (Rev 09/2006) cont'd

- N. If the goods or services being bid are for an annual or a semi-annual contract period then Interlocal Agreements between Highlands County Board of County Commissioners, other State or County agencies, the Cities of Sebring and Avon Park, the Town of Lake Placid, and the Highlands County School Board, allow those entities to purchase goods and services through the County's bids so long as such purchases will not interfere with the timely delivery of goods and services to the County in strict conformity with all specifications of its bids. Each governmental entity will issue its own purchase orders for all purchases made and will be responsible for all payments thereof. Highlands County reserves the right to direct the successful bidder to prioritize its delivery of goods and services to the County ahead of delivery to other governmental entities purchasing under the County's bids.
- O. If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.
- P. The employment by Contractor of unauthorized aliens in violation of Section 274A of the Immigration and Nationality Act of 1986, as from time to time amended, shall constitute an event of default by Contractor, and upon the occurrence of any event of default, all obligations on the part of the County to make any further payment of funds pursuant to the Contract shall, if the County so elects, terminate, and the County may, at its option, terminate the Contract for cause, but the County may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedies, and without becoming liable to make any further payment. Contractor attests that it is in full compliance with all applicable immigration laws, including, but not limited to, the Immigration and Nationality Act of 1986, as amended.

ADDITIONAL TERMS AND CONDITIONS

All pages included in or attached by reference to this document shall be called and constitute the submittal as stated on the front page of this document. Vendors who will not be submitting a proposal are requested to notify us and indicate why they are not bidding. Vendors who fail to respond to two or more consecutive announcements may be removed from the County's Vendor bidding list.

END OF SECTION

SECTION 2: LOCAL PREFERENCE

BOARD ADOPTED PURCHASING MANUAL 08/13/2002
APPROVED 09/23/2008
SECTION 2 – POLICIES
ADDITION OF SUBSECTION 110 “LOCAL PREFERENCE”

110 Local Preference
110.10 Allowance of a Local Preference.....2.7

110.10 Intent and Purpose

The intent and purpose of the Highlands County Local Preference in Purchasing is to establish a written policy that allows the authorized purchasing authority of the County to give a preference to local businesses.

110.20 Acknowledgements

Any type of procurement done by the County staff to which the provisions of this subsection are being applied will contain a statement that a local preference will be used in the evaluation and award of that purchase.

110.30 Preference in Bidding

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the County will give a preference to local businesses in making such purchases or awarding such contracts, in an amount of five (5) percent of the total purchase price under \$250,000.00; four (4) percent from \$250,000.00 to less than \$1,000,000.00; three (3) percent from \$1,000,000.00 to less than \$2,000,000.00; and two (2) percent for purchases \$2,000,000.00 and over with a maximum cost differential that shall not exceed \$80,000.00. For purposes of this subsection “total purchase price” shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the County.

110.40 Preference in (RFP) Requests for Proposals

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned for a local preference. Based upon analysis of the market place for each project, staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal.

110.50 Notice

All procurement documents including but not limited to bid documents and request for proposal documents shall include a notice to vendors of the County’s Local Preference Policy.

110.60 Local Business Definition

For purposes of this subsection, "local business" shall mean a business which:

- (1) Has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotations, competitive bids or request for proposals by the County; and
- (2) Holds any business license required by the County, and/or, if applicable, the Municipalities; and
- (3) Employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

110.65 Certification

Any vendor claiming to be a local business as defined by Section [2.110.60 of this Manual](#), shall deliver a written certification to the County Purchasing Department. The certification shall certify that the business is a “local business” as that term is defined in Section 2.110.60 of this Manual, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any vendor claiming to be a local business, as defined by Section 2.110.60 [of this Manual](#), to include a copy of its certification in its bid or proposal. The Purchasing Department shall be

required to verify the accuracy of any such certifications when determining whether a vendor meets the definition of a "local business."

SECTION 2: LOCAL PREFERENCE CONT'D

110.70 Exceptions to Local Preference Policy

- (a) The procurement preference set forth in this policy shall not apply to any of the following purchases or contracts:
- (1) Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
 - (2) Contracts for professional services procurement of which is subject to the (CCNA) Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board of County Commissioners;
 - (3) Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;
 - (4) Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.
- (b) Application of local preference to a particular purchase, contract, or category of contracts for which the Board of County Commissioners is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or General Services Purchasing Director.
- (c) The local preference established in this policy does not prohibit or lessen the right of the Board of County Commissioners and General Services Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or proposals.
- (d) The local preference established in this policy does not prohibit the Board of County Commissioners from giving any other preference permitted by law, in addition to the local preference authorized in this policy.

110.75 Application and Enforcement of Preference Policy

- (a) The local preference established in this policy shall apply to new quotations, contracts and procurements solicited after the effective date of [this](#) policy.
- (b) This policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

110.80 Promulgation of Rules

- (a) The County Administrator, Assistant County Administrator, or General Services Purchasing Director are hereby authorized to adopt administrative rules supplemental to the provisions of this policy as deemed necessary and appropriate to implement the provisions of this policy.
- (b) The provisions of this policy and the rules adopted by the County Administrator, Assistant County Administrator, or General Services Purchasing Director shall be provided to potential bidders, vendors, and contractors to the widest extent practicable.

END OF SECTION

SECTION 3: INTRODUCTION / BACKGROUND

The purpose of this work effort is to reduce the amount of hazardous waste in the environment and the (MSW) Municipal Solid Waste stream by providing contract services for the collection, identification, packaging, shipping and proper disposal of (HHW) Household Hazardous Waste. This waste shall be derived from the COUNTY sponsored (HHWCD) Household Hazardous Waste Collection Days program (event). The COUNTY shall provide an advertising campaign to inform residents and (CESQG's) Conditionally Exempt Small Quantity Generators of the times and dates of the proposed collection events. The COUNTY shall be responsible for the costs associated with the collection of household hazardous wastes defined in the RFP unless otherwise specified.

The Contractor shall also provide hazardous waste collection, identification, transportation, packaging and proper disposal for the (CESQG) County's and (SQG). The cost for these services shall be passed directly to the CESQGs and SQGs who participate in the program and shall be accepted and collected by the Contractor only.

This RFP is issued by the COUNTY to provide potential firms with information, guidelines and rules by which to prepare and submit their proposal to perform the services outlined in this RFP and ultimately awarded a contract to perform these services for the County. The contractor's submittal must satisfy all of the criteria outlined in the RFP to qualify for evaluation in the selection of a Contractor to perform these services for the County.

SECTION 4: RESERVATIONS

- 1) The COUNTY reserves the right to modify the scope of each event at its sole discretion.
- 2) The bidder or Contractor shall not assign, transfer or convey any interest, rights, duties or obligations under the contract which may be awarded, without prior written consent from the COUNTY. The COUNTY may, at its option, terminate any agreement immediately upon notice of such action by the Contractor.
- 3) Any proposal may be withdrawn until the date and time set for the opening of the proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety days, to purchase for the County, the goods and services set forth in the proposal.
- 4) The Contractor shall perform any services awarded to it as an independent Contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the Contractor nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee, or servant of the COUNTY.
- 5) The COUNTY reserves the right to remove any material from the waste stream which is collected during the event.

SECTION 5: LOCATION

The COUNTY maintains a permanent household hazardous waste collection site which is located at 6000 Skipper Road, Sebring, Florida 33876-5951. This location shall be utilized in connection with the performance of the household hazardous waste collection event and those services required by the

COUNTY and outlined in the RFP.

SECTION 6: COUNTY REPRESENTATIVE AND DESIGNATED CONTACT

The designated contact for the bidding process and specification questions shall be:

Highlands County BCC
General Services / Purchasing Department
Gerald (Jed) Secory, Director
4320 George Blvd., Sebring FL 33875-5803
Tel: 863-402-6523; Fax: 863-402-6735
E-Mail: gsecory@hcbcc.org

Highlands County BCC
General Services / Purchasing Department
Danielle K. Gilbert, Assistant Director
4320 George Boulevard, Sebring, FL 33875-5803
Tel: (863) 402-6524, Fax (863) 402-6735
Email: dgilbert@hcbcc.org

The designated contact for site inspections shall be:

Project Manager:
Christy Reed, Recycling Coordinator
6000 Skipper Rd., Sebring, FL 33876-5951
Tel: 863-655-6477 Fax: 863-655-6480
Email: CREED@hcbcc.org

SECTION 7: CONTRACTOR QUALIFICATIONS

To qualify for consideration for selection as Contractor, applicants must meet certain designated minimum experience and qualifications relating to the performance of services outlined. The applicant must be able to adequately demonstrate to the COUNTY that it meets the qualification requirements outlined in the RFP and the COUNTY may disqualify applicants not meeting these qualifications.

- 1) The Contractor shall have a minimum of five (5) years acceptable general experience in the performance of household hazardous waste events similar to those outlined in this RFP. The Contractor shall describe this experience and furnish references with contacts, titles, telephone numbers, email and mailing addresses as part of its submittal to the County.
- 2) The Contractor shall have participated in at least 20 household hazardous waste collection events which were conducted within the state of Florida. The Contractor shall describe this experience and furnish references with contacts, titles, telephone numbers, email and mailing addresses as part of its submittal to the County. Contractor must have been the prime contractor on all 20 advertised collections.
- 3) The Contractor shall have been in business for a period of at least five consecutive years and during such time performed services such as those described in the RFP. Contractor shall submit proof of incorporation.

SECTION 8: INSURANCE

- 1) The Contractors Insurance Company must be at least an AA+ Financial Performance Rating by A. M. Best Co. (or equal rating with Standard & Poor's or Moody's Inventors Service) with a **minimal amount** of (\$5,000,000) five million dollars per occurrence and (\$10,000,000) ten million dollars aggregate coverage for all lines of insurance. Total insurance requirements or minimal limits can be provided via excess (following form) insurance policies or umbrella form. If either an excess insurance policy or umbrella form is used as excess over the primary

pollution liability insurance, it should be noted on the contractor's certificate of insurance.

SECTION 8: INSURANCE CONT'D

- 2) The Contractor shall possess and have in full force a **Pollution Liability Insurance** policy covering sudden and accidental occurrences of releases of hazardous materials and having a minimal amount of (\$5,000,000) five million dollars per occurrence and (\$10,000,000) ten million dollars aggregate coverage. The policy shall have provisions for the payment of any and all remedial activities needed to correct damage resulting from releases to the environment caused by the contractor's participation in activities relating to the RFP.
- 3) The Contractor shall possess and have in full force an insurance policy covering **Workers Compensation and Employers Liability** with levels in compliance with State and Federal statutory limits and at a minimum have a (\$500,000) five hundred thousand dollar limit per occurrence for Employer's Liability.
- 4) The Contractor shall possess and have in full force, coverage of (\$1,000,000) one million dollar combined single limit **Commercial Automobile Insurance**. This coverage must be endorsed with Form MCS-90 to provide for public liability during the transportation of hazardous substances and with the minimum acceptable limit of (\$1,000,000) one million dollar combined single limit dollar per accident. All automobile liability insurance policies shall include all owned, hired and leased, or non-owned vehicles.
- 5) The Contractor shall possess and have in full force an insurance policy covering **Commercial General Liability** including products and completed operations performed by the contractor. This coverage shall have a minimum limit of (\$500,000) five hundred thousand dollar per occurrence and an aggregate limit of (\$1, 000,000) one million dollars.
- 6) The Contractor shall possess and have in full force either an excess (following form) insurance policy or Umbrella Form, providing excess insurance for Commercial General Liability including products and completed operations performed by the contractor, excess Commercial Automobile Insurance, and excess Employers Liability. This coverage shall have a minimum limit of (\$5,000,000) five million dollar per occurrence and an aggregate limit of (\$10,000,000) ten million dollars.
- 7) The Contractor shall indemnify and hold harmless the COUNTY in all incidents relating to the Household Hazardous Waste collection program and CESQG collection events using the attached Indemnification Form.

SECTION 9: LICENSES, PERMITS & VIOLATIONS

- 1) The Contractor shall be duly licensed in the State of Florida to transport and store hazardous waste and be in possession of an EPA Identification Number indicating same. The Contractor shall own a permitted RCRA Temporary Storage Facility (TSDF) within the State of Florida that is permitted by the Florida Department of Environmental Protection. The contractor shall have acquired and shall currently hold, all necessary State permits and licenses for conducting Household Hazardous Waste and CESQG collections in its home state and in all states in

which it conducts business. The transporter shall meet the standards applicable to transporters of hazardous waste as found in 62-730 (FAC) Florida Administrative Code.

SECTION 9: LICENSES, PERMITS & VIOLATIONS CON'TD

- 2) The Contractor shall be duly licensed as required by any regional jurisdiction such as the possession of an occupational license, or any other license or permit which may be required. The Contractor shall be required to determine if any special or specific license or permit is required for his participation in activities defined in the RFP.
- 3) The Contractor shall only deliver hazardous material for disposal to destination facilities which have obtained and maintain in force a permit from the (EPA) Environmental Protection Agency or from an Authorized State and which is defined as a Treatment, Storage and Disposal Facility (TSDF) as identified in 40 CFR264. The Contractor shall identify in its proposal the names, addresses, EPA Identification Number, the contact person and telephone number of the facility which it will utilize for disposal of hazardous material identified in the RFP. The Contractor shall list the facility, the waste code, and the treatment method in which the facility shall employ for each type of waste the facility shall accept.
- 4) **The Contractor shall provide a list as part of its response, containing any and all violations, enforcement actions, fines over the amount of \$5,000, or other infractions in which the destination facility or facilities have received in the most current 3 years of operation. The Contractor shall disclose any instance of being denied a permit or license for the conduction of Household Hazardous Waste collection in the last 3 years.**
- 5) Damages, penalties and or fines imposed on or incurred by the COUNTY or the Contractor for failure to obtain and keep current any required licenses or permits, or to comply with any law, ordinance, rule, regulation or special condition applicable to the contract or directly or indirectly relating to or resulting from the handling, identification, packaging, labeling, transportation or disposal of all materials handled or managed by the Contractor shall be borne by the Contractor.
- 6) Subcontractors - **The COUNTY shall not allow the use of sub-contractors in the performance of activities specified in this RFP.**

SECTION 10: PLANS AND PROCEDURES

- 1) The Contractor must maintain and submit for the County's approval, a contingency plan which adequately describes how the contractor shall identify and correct any problems which it may encounter during the performance of the duties required by the Contractor and identified in the RFP. The plan must include remedial action provisions, spill prevention and control and emergency responses for hazardous waste transportation.
- 2) The Contractor must maintain and submit for the County's approval, a site safety plan. The plan at a minimum shall include provisions for the proper handling of hazardous materials, worker and participant safety and traffic control. The plan must ensure that appropriate measures are taken to prevent damage to human health, the environment and public and private property.

SECTION 11: REQUIRED EQUIPMENT

The Contractor shall have available for use at the household hazardous waste collection event the following devices and equipment. All material and equipment shall be clearly labeled and identified as belonging to the Contractor. All equipment must be clean and properly maintained.

- 1) A device such as a cell phone or hand held two way radios which are capable of summoning emergency assistance from police, fire or State or local emergency response personnel.
- 2) Fire control equipment, including portable fire extinguishers and chemical extinguishing equipment, such as those using foam, inert has or dry chemicals.
- 3) Spill control equipment including adequate quantities of absorbent materials, non-sparking shovels or devices, chemical neutralizers, over-pack drums or any other materials or devices which may be required for the control of spills or releases of material handled by the Contractor.
- 4) Personnel Protective equipment in adequate quantities to outfit all participants in the household hazardous waste collection event. Equipment shall provide, at a minimal, the level of protection required for the tasks performed by the Contractor. The Contractor shall have adequate quantities of material such as chemical protective suits, protective eye wear, protective boots, chemical protective gloves, respirators, eye wash station, self contained breathing equipment and any other safety equipment required by the Contractor in the performance of his duties relating to the event or in the response to emergency situations.
- 5) First-aid and CPR supplies and equipment.
- 6) Drums, containers, liners, covers, rings, bolts, hazardous waste labels, manifests, lab pack lists, lab packing materials, material testing equipment or supplies, or any other material or supply as might be needed for the receipt, identification, packaging, transportation and disposal of the material collected during the household hazardous waste event.

SECTION 12: REQUIREMENTS

- 1) The Contractor shall monitor all of their employees for exposure and use of illegal drugs in accordance with Federal guidelines.
- 2) All personnel at the site are expected to be in uniform so as to be easily identifiable as hazardous waste chemists and capable of presenting a professional image to the public.
- 3) All personnel employed by the contractor and used at the collection site shall have participated in a 40 hour hazardous waste workers training program with an annual 8 hour refresher course where applicable. Where identified in the RFP, the following personnel shall have the following minimal qualifications and responsibilities:

SECTION 9: LICENSES, PERMITS & VIOLATIONS CON'TD

3.1) CHEMISTS

- a) **A minimum of five (5) chemists shall be required to staff each Highlands COUNTY collection event.** Persons identified as chemists shall be holding a four year degree in chemistry or a related field from an accredited college or university. Individuals shall have at least two years experience in conducting household hazardous waste collection events and participated in the identification, classification and lab packing of chemicals and hazardous materials as part of its duties.
- b) The responsibility of the chemist shall be to properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents associated with lab packs and properly label and determine the appropriate disposal methods for the hazardous materials collected during the household hazardous waste collection event.

3.2) PROJECT MANAGER

- a) **One of the five (5) chemists shall be identified as the Contractors Project Manager.** The Contractor's Project Manager's experience must be validated by listing Florida COUNTY and number of actual HHW projects he or she has had direct supervision of. Contractors shall be required to provide Project Manager's training certificates as a part of this Request for Proposal.
- b) A Project Manager shall hold a four year degree in chemistry or a related field from an accredited college or university. Individuals shall have at least four years experience in supervising household hazardous waste collection events and participated in the collection, identification, consolidation, labeling, lab packing and properly manifesting and transporting chemicals and hazardous materials for disposal as part of their duties. Individuals shall have participated in a 40 hour hazardous waste workers training program and an annual (8) eight refresher course where applicable. Individuals shall have received first aid and CPR training and be familiar with the emergency application of same.
- c) The responsibility of the Project Manager shall be to manage, supervise and take direct responsibility for the actions of all employees and activities of the Contractor during the household hazardous waste collection event and insure compliance to the conditions of the contract. The Project Manager shall ensure that employees properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents, assume responsibility for wastes being properly labeled and manifested and be responsible in determining the appropriate disposal methods for the hazardous materials collected during the household hazardous waste collection event. The project Manager shall be responsible for the contractor's actions in the prevention of spills or releases of hazardous materials and the contractor's responses to accidents and releases as a result of activities relating to the Contractor or the conduction of the collection of hazardous materials during the household hazardous waste collection event.

SECTION 12: REQUIREMENTS CONT'D

- 3.3) Technician - If technicians are used in addition to the required chemists, they shall have participated in a 40 hour hazardous waste workers training program with an annual 8 hour refresher course where applicable. These individuals shall have at least two years experience in the collection and proper handling of household hazardous wastes and participated in the collection, identification and manual transporting to the contractors consolidation areas, all chemicals and hazardous materials received as part of its collection of hazardous materials at similar household hazardous waste collection events. **THE COUNTY DOES NOT REQUIRE THE USE OF TECHNICIANS AS PART OF REQUIRED STAFFING OF THE COLLECTION EVENTS.**
- 3.4) Medical Surveillance - All site personnel shall have successfully completed a pre-placement or periodic medical examination prior to their assignment to the project.

SECTION 13: SPECIAL REQUIREMENTS OF THE CONTRACTOR

The Contractor shall provide sufficient, competent, trained staff to receive, identify, handle, package, consolidate, store and transport all hazardous waste collection event conducted by the County.

1) Traffic Control

The Contractor must demonstrate the ability to successfully manage mobile HHW collections with a minimum participation of 500 vehicles. The Contractor shall establish at the County's site, a configuration of logistics and personnel which will allow participants in the collection event to drive through the facility without leaving their car and with the goal of the Contractor removing the hazardous material from the participants vehicle. The contractor shall post signs or other legible instruction to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic. The contractor shall set up on the day prior to the advertised HHW collection in order to process CESQG participants.

2) Handling and Packaging of Wastes

The Contractor shall provide on-site, at the County's specified location, services for the safe removal of hazardous wastes from vehicles, interviewing participants on the characteristics of their wastes, and determining the appropriate handling and storage of the wastes. The material, once properly identified shall be transported to the contractors packaging and consolidation area located at the site. This service shall be performed by chemists with the minimal qualifications outlined in Section 12.3.1 of the RFP. **All containers will be packed and shipped to their maximum capacity per DOT regulations.**

3) Temporary Packaging and Consolidation

The Contractor shall select a location at the County's site for the collection of household hazardous waste by which it will establish a temporary packaging and consolidation area. The Contractor shall provide all of the necessary equipment and materials required for setting up and operating the temporary packaging and storage area. All of the contractor's equipment shall be clean, properly maintained and clearly identifiable as belonging to the Contractor. The Contractor shall transport all waste accepted during the event to this area for identification, testing, packaging, labeling and temporary storage. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within and which shall be supplied by the Contractor.

SECTION 13: SPECIAL REQUIREMENTS OF THE CONTRACTOR CONT'D

3) Identification of Wastes

The Contractor shall provide identification of all hazardous wastes received at the collection center. Identification shall be sufficient to properly package and label all hazardous wastes pursuant to US DOT requirements for transportation of hazardous wastes and materials and to ensure acceptance of the wastes at an approved, permitted facility as identified in Section 9.3 of the RFP. The Contractor shall provide all materials and equipment necessary for the proper testing and identification of wastes received during the event. The Contractor shall provide this service through the use of chemists meeting the minimal requirements for this position as outlined in Section 12.3.1 of the RFP.

4) Consolidation of Wastes

The Contractor shall make every effort to consolidate compatible wastes in its goal to provide the COUNTY with the lowest practicable disposal cost for those wastes. This shall include, but is not limited to, pouring off or mixing together chemically compatible liquid oil based paints; pouring off or mixing together chemically compatible flammable liquids such as oil, kerosene, gasoline, heating oil or other flammable or combustible liquids; pouring off or mixing together chemically compatible liquid pool chlorine or pouring off or mixing together any other material which is chemically compatible and will not change or increase the hazard class or disposal cost of the original materials and would not create an increased risk to employees or participants in the collection event. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within and which shall be supplied by the Contractor. The Contractor shall provide this service through the use of a chemist meeting the minimal requirements for this position as outlined in Section 12.3.1 of the RFP.

5) Lab Packing

The Contractor shall provide services for the lab packing of hazardous materials for disposal. Lab packing shall be performed at the temporary packaging and consolidation area which shall be established by the Contractor. Each lab pack shall be accompanied by a lab pack list which identifies the individual types, and the exact quantities and hazardous contents of the completed lab pack. The Contractor shall supply the COUNTY with the lab pack lists upon completion of the lab pack. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within and which shall be supplied by the Contractor. The Contractor shall use the minimal amount of packing material and the smallest practicable packaging container which can be safely utilized in the lab packing operation. The Contractor shall provide this service through the use of a chemist meeting the minimal requirements for this position as outlined in Section 12.3.1 of the RFP.

6) Storage of Wastes

All wastes must be removed by the end of the project day unless otherwise specified by the COUNTY to allow storage of properly packaged and labeled hazardous waste. It will be at the sole discretion of the COUNTY as to types and amounts of waste to be stored. Unless otherwise stipulated by the County's Project Manager, **all waste will be transported to a permitted TSDF owned by the Contractor**. Only wastes which have been accumulated as a result of the household hazardous waste collection event may be stored at the County's location. The Contractor may not store CESQG wastes at the County's facility.

SECTION 13: SPECIAL REQUIREMENTS OF THE CONTRACTOR CONT'D

8) Manifesting of Wastes

- 8.1 The Contractor shall supply and complete a Uniform Hazardous Waste Manifest (US EPA Form 8700-22) in accordance with 40 CFR 263, Sub part B, for all hazardous wastes collected and packaged during the project or transported from the County, by the Contractor, for disposal. The manifest shall adequately describe the contents and amounts of the material being transported and shall comply with all applicable US DOT requirements for the identification of hazardous materials.
- 8.2 The Contractor shall identify on the manifest the estimated weight or quantity of material listed on the manifest. The Contractor shall label all containers of hazardous materials with the proper EPA waste identification code and start accumulation date of the container. The COUNTY shall be identified on the Uniform Hazardous Waste Manifest as the generator for all wastes collected by the Contractor during the household hazardous waste collection event and shipped off the County's site for disposal by the Contractor. The Contractor shall supply the COUNTY with copies of all manifests upon completion of the collection event.
- 8.3 The Contractor shall be responsible for the preparation of any required Land Disposal Restriction forms or documents and shall provide the COUNTY with copies of the completed forms prior to transportation of any material for disposal.

9) Transportation of Wastes

Contractor shall own all vehicles used to transport HHW from the COUNTY site to a Florida TSDf also owned by the Contractor and currently permitted by the FDEP. A list of vehicles to be used by the Contractor in the performance of this contract shall be submitted as a part of the RFP. The list will give description of vehicle, title information, to include tag, registration number, and VIN. All responses not providing this information will be considered incomplete and disqualified from evaluation. The Contractor shall be responsible for all activities relating to the transportation of hazardous materials or wastes.

10) Disposal of Wastes

- 10.1 The contractor shall only transport material for disposal to facilities which are identified in Section 9 and the COUNTY shall require and the Contractor shall ensure that any materials which are generated as a result of the household hazardous waste collection event be prohibited from disposal in non-hazardous waste landfills as identified in 40 CFR 264. The Contractor shall supply the COUNTY with a certificate of destruction for wastes removed by the Contractor. Final disposal sites shall be included for all material collected from the household hazardous waste events including the shed clean out prior to the actual event. This information shall include the names of cement kiln's and/or industrial boilers. The certificate of destruction shall be supplied no later than 90 days form the removal of the waste. The COUNTY reserves the right to withhold a percentage of the awarded contract amount until the receipt by the COUNTY of the certificate of destruction. All permitted facilities used must be owned and operated by the Contractor.

SECTION 13: SPECIAL REQUIREMENTS OF THE CONTRACTOR CONT'D

- 10.2 The bidder shall identify the disposal method for each waste using the following codes:
- (I) hazardous waste incineration
 - (F) fuel blending
 - (L) hazardous waste land fill
 - (R) recycling
 - (T) hazardous waste treatment

11) Flow Chart

A flow chart outlining the chain of custody demonstrating tracking to the final disposal site shall be included with the certificate of destruction.

12) Additional Quantities

The COUNTY may, at its sole discretion, add additional quantities of wastes beyond the County's estimates, which have been identified in the RFP, for the Contractor's disposal. The contractor shall agree to properly dispose of these wastes in conformance with Section 9 of the RFP and charge the COUNTY a disposal rate which is specified in the contractor's proposal.

13) Recyclable Materials

The Contractor shall separate and segregate materials which can be recycled and shall elect to recycle those materials as the preferred method of disposal. This shall include but not be limited to anti-freeze, waste oil, automobile batteries, latex paint or any other materials which may be identified by the Contractor or the COUNTY during the collection event.

14) Non-Hazardous Wastes

The Contractor shall not, unless otherwise directed by the COUNTY, package or dispose of non-hazardous waste or empty containers formerly containing hazardous waste which are collected during the household hazardous waste collection event. The COUNTY shall provide a dumpster for the disposal of non-hazardous wastes and empty containers collected during the event and the Contractor shall place these wastes in this dumpster at the direction of the county.

15) Unacceptable Wastes

Gas cylinders, explosives, radioactive, shock sensitive materials, ammunition, and infectious wastes will not be accepted during the household hazardous waste collection event. The Contractor shall provide a list of any other unacceptable wastes, state why these wastes are unacceptable, and recommend alternative methods of disposal as part of its proposal.

16) Clean up

The Contractor is expected to remain at the collection site until all hazardous materials are properly lab-packed and will be responsible for clean up of on site debris generated by the scheduled collection. The host COUNTY will provide garbage containers at the collection site for disposal of this debris.

SECTION 13: SPECIAL REQUIREMENTS OF THE CONTRACTOR CONT'D

17) CESQG & SQG Programs and Services

The contractor shall be required to provide a method for the disposal of wastes generated by businesses within the County. A description of this program of related services for CESQG and SQG shall be included as a part of this proposal to the County. Response time and handling of business waste shall be a part of this description of services.

SECTION 14: CESQG WASTE

- 1) The Contractor shall accept hazardous waste from conditionally exempt small quantity generators (CESQGs) at the County's location on the day prior to the HHW collection event and scheduled, if possible, during the household hazardous waste collection event. The Contractor shall perform these services pursuant to the conditions outlined for the management of the County's household hazardous waste which is collected during the event.
- 2) The Contractor shall collect the costs associated with CESQG waste collection from the CESQG which delivers the waste. The Contractor shall offer the CESQGs the same fee for the services outlined in the RFP and specified to the COUNTY in the Contractors bid.
- 3) The Contractor shall assume ownership of the waste upon transfer to the Contractor. The Contractor **SHALL NOT BE ALLOWED** to store CESQG wastes at the County's facility and must remove these wastes upon completion of the collection event. The Contractor and the CESQG assumes all responsibility in the performance of any activities connected with the collection and disposal of CESQG wastes.
- 4) Small Quantity Generators - The contractor shall, during the term of the contract with the County, offer the service of collection of wastes from the County's Small Quantity Generators. Upon request by the Contractor, the COUNTY shall supply the Contractor with a mailing list of SQGs and CESQGs at the beginning of the Contract. The Contractor shall establish milk runs or small quantity collection strategies in order to provide economical transportation and disposal costs for the Countys SQGs. The cost for disposal of the County's SQG wastes shall be paid by the SQG and the Contractor shall be responsible for the collection of funds from the SQG. The Contractor shall provide a toll free telephone number for the SQG's to contact the Contractor. The SQG shall be charged a rate for disposal which is the same as identified by the Contractor in its proposal to the COUNTY for the disposal of wastes collected as part of the County's household hazardous waste collection program.

SECTION 15: REPORTS

Within 30 days of completion of the household hazardous waste collection event, the Contractor shall provide the COUNTY with the following reports:

- 1) The Contractor shall provide a report containing the date, location and the number of hours of the event and quantity of the material received.

SECTION 15: REPORTS CONT'D

- 2) The Contractor shall match the quantities of material received with the resultant containers which the Contractor placed the received material into for disposal. The report shall list the hazard class of the container or lab pack as in flammable liquid, poison B. etc.
- 3) The Contractor shall provide a list of all material transported for disposal along with copies of the corresponding manifests. The Contractor shall also specify the destination facility and the treatment method for each waste.
- 4) The Contractor shall provide a detailed report of any spills or emergencies which occurred during performances of services and outline the outcome of any remedial actions taken to include the current condition of the situation.
- 5) The Contractor shall submit a detailed invoice to the COUNTY pursuant to the terms and conditions specified in the RFP and the contract between the COUNTY and the Contractor.

SECTION 16: SCOPE OF SERVICES

- 1) The scope of services shall be to provide licensed transporters for the services as listed in this Request for Proposal and to collect and properly dispose of hazardous waste from households, conditionally exempt and small quantity generators. A storage shed clean out will be scheduled twice per year or as needed for all household hazardous waste accepted by appointment between collection events. These clean-outs will be in conjunction with the scheduled Saturday collection events on the Friday previous to the Saturday event.
- 2) Highlands County will be responsible for the coordination and management of the neighboring COUNTY collection.
- 3) General - The COUNTY intends to conduct a total number of two (2) household hazardous waste collection events which shall be conducted in the spring and fall of each year. Dates shall be scheduled approximately six months in advance. Each event shall be conducted on a Saturday. All events shall be scheduled from 8:30 a.m. to 2:30 p.m. on one (1) day. A storage shed clean-out shall be conducted on each Friday before the Saturday collection event. During this time, all household hazardous waste collected by appointment and between scheduled collection events will be processed for disposal. CESQGs will be received on this day along with any scheduled service pick ups of SQG waste at their respective business locations.
- 4) Neighboring County Collection Events: Each year the Florida Department of Environmental Protection offers to Highlands and Glades COUNTY the opportunity of applying for the Cooperative Collection Arrangement Program Grant. The grant provision requires Highlands County to act as Host COUNTY to hold an annual household hazardous waste collection in Moore Haven, Glades County, Florida at a specified site. This collection will be coordinated and managed by the Highlands County Recycling Program Manager, serving as project Manager from Highlands County using the Contractor awarded this Proposal.
- 5) Due to the much smaller population of Glades County, this collection shall be addressed separately in the proposal and shall be titled Glades County Collection. The Contractor is to address labor and equipment charges, overtime cost, and unit cost for additional labor and

SECTION 16: SCOPE OF SERVICES CONT'D

equipment. Each item cost is to be exact as to the labor and equipment it specifically includes. These collections usually have no more than 50 participants and costs should be considered accordingly regarding set up fees and staffing. An eight hour work day is usually sufficient to complete the neighboring

- 6) COUNTY Collection: Collection hours are scheduled from 9:00 a.m. to 1 p.m. **This grant program is based on availability and the commitment to participate in the grant program will be at the discretion of the Highlands County Board of County Commissioners.** No assurances shall be made on behalf of the County to guarantee participation in this grant or for the Glades County collection event should the grant not be awarded to Highlands County.

SECTION 17: TERM OF CONTRACT

- 1) Upon selection of a Contractor, the COUNTY and the Contractor shall enter into an agreement by which the Contractor shall provide services to the COUNTY in accordance with the conditions set forth in the RFP and proposed by the Contractor
- 2) The term of the agreement between the Contractor and the COUNTY shall be for a period of five (5) years and may be renewed by the COUNTY for an additional period of three (3) years provided the COUNTY and Contractor are in agreement and the COUNTY has determined that the Contractor has successfully performed services in conformance with the agreement. The renewal of the contract by the COUNTY shall be at the same costs for all services as stated in the proposal.
- 3) The bidder understands that the COUNTY has the exclusive right to reject any and all proposals at its sole discretion and shall be held harmless from any claims by the bidders resulting in losses due to the COUNTY failing to award a contract. In submitting a proposal to the COUNTY, the bidder agrees to the terms and conditions outlined in the RFP.
- 4) Tasks: The COUNTY requests that contractors meeting the qualifications outlined in Section 7 of the RFP provide proposals and associated costs for certain groups of services as outlined in the RFP. The tasks are broken down into the following task or service groups.

SECTION 18: COLLECTION & PACKAGING

- 1) The Contractor shall provide the costs for services outlined in Section 13 of the RFP to include the Contractor mobilizing manpower, supplies and equipment to perform the functions of traffic control, collection, handling and packaging of wastes, identification of wastes, the handling of wastes for storage or transportation, the contractors production or reports and the contractors supervision of these activities. All personnel shall meet the qualifications outlined in Section 13 of the RFP.
- 2) The Contractor shall include the cost of all supplies or expendable material such as protective clothing, pumps, potable testing or identification devices or supplies, or spill control material which is required as part of the performance of these activities. The Contractor shall include the costs associated with providing reports which are specified in Section 15 of the RFP. A minimum of five chemists shall be required to be on site for the collection event.

SECTION 19: TRANSPORTATION & DISPOSAL

The Contractor shall provide the cost per unit for the transportation and disposal of items specified in Section 23: Price Proposal Form of the RFP. These costs shall include any drums or containers required; the labor, equipment and supplies required for labeling, manifesting, lab packing materials, moving or loading of wastes, and the transportation and disposal costs associated with each specified item. The price shall include any special considerations required by the Contractor to conduct this service including costs for identification.

The COUNTY is not responsible for providing estimated amounts of waste. The Contractor shall specify the treatment or disposal method for all wastes. The Contractor shall include the costs and meet the requirements of Section 13: Requirements; 7) Storage of Wastes through 16) Clean Up of the RFP.

SECTION 20: TENTATIVE SUBMISSION, REVIEW, AND CONTRACT AWARD SCHEDULE:

Date	Phase Description
Sunday, February 28 & Sunday, March 7, 2010	Advertise for Request for Proposals in the Highlands Today, News Sun, Email County's list of Journal Reporting Services, and post to Board's Website
Thursday, March 18, 2010	(RFI) Request for Information Cut-Off Date
Thursday, April 1, 2010	Proposal Submission Deadline, Proposal Opening Date
Thursday, April 12, 2010	Review / Ranking Proposals
TBD	Presentation by vendors & final ranking
TBD	Negotiations between the work group and awarded firm
Tuesday, April 20, 2010	Submit Contract to Board for Approval

SECTION 21: RESPONSE FORMAT CRITERIA:

The following criteria are shown and shall include all proposers & sub-contractors information and must be submitted in a tabbed format. For a proposal to be eligible, the format must be strictly followed. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. MBE/WBE/DBE businesses are encouraged to participate. The County strictly enforces open and fair competition in its RFP's. A public entity crimes statement may be requested of any awarded proposers. During the RFP process, questions or requests for additional information concerning this RFP shall be directed to **contacts listed in Section 6** and not to selection committee members or elected officials and shall be in written format (email, fax, letter, etc). Email is the preferred method for questions or requests.

To facilitate effective evaluation by the COUNTY, proposals are to be a maximum of fifty (50) pages. MBE/WBE/DBE certification(s), index documentation, sectional dividers, and front and back covers will not be counted toward the total. An executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Late Proposals will be returned unopened or will be destroyed if advised by proposer, in writing. Evaluation and selection will occur **in accordance with tentative schedule in Section 20.0** or at a time and place to be determined. At the discretion of the COUNTY, proposers may be asked to give short presentations / interviews as part of the selection and ranking process. **The Proposal must answer each heading and any sub-heading and be constructed in the following tabbed format with section sequences of A-B-C; 21.1 Tab A through 21.3 Tab C.**

SECTION 21.1 TAB – A INTRODUCTION

- a) Executive Overview (optional)
- b) Statement of Qualifications
- c) Indemnification and Hold Harmless; Section 24
- d) Index

SECTION 21.2 TAB – B EVALUATION CRITERIA

1) PROJECT UNDERSTANDING/PROJECT APPROACH (MAXIMUM 20 POINTS)

- a) Describe understanding of project scope;
- b) Describe project approach;
- c) Description of disposal facilities, ownership, and the wastes they accept
- d) The Contractor shall demonstrate its technical approach and records management
- e) Address Neighboring COUNTY Collection Events as required in Section 16.

2) EXPERIENCE, ABILITY & TRAINING OF HAZARDOUS WASTE COLLECTION & DISPOSAL STAFF (MAXIMUM 25 POINTS):

- a) Illustrate the proposer's organizational chart as it relates to Household Hazardous Waste Collection & Disposal process, indicating key personnel and their relationship to project categories, especially the Project Manager.
- b) Indicate the general and specific project related capability, including training and experience of all the proposed staff, and indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, to include management, technical and field staff.

3) RELEVANT FIRM EXPERIENCE (MAXIMUM 25 POINTS): Qualifications and Experience of Firm/Staffing

- a) Company background.
- b) Licenses, Permits & Violations (Section 10)
- c) Solid Waste project experience in the South District of FDEP.
- d) Describe Office/Staff/Equipment.
- e) Project Description - Description of project(s) completed in the last ten (10) years having similar or greater relative size and complexity as the proposed project.
- f) Include minimum of one paragraph about each member of the project team including role in this proposed work and relevant knowledge and experience they bring to the team.

4) SCHEDULE (MAXIMUM 5 POINTS)

- a) Describe in-house capabilities of your firm to provide project scheduling, cost control, direct access to existing data and first-hand inventory of information on household hazardous waste collection and disposal capabilities.

SECTION 21.2 TAB – B EVALUATION CRITERIA CONT'D

5) REFERENCES (MAXIMUM 10 POINTS)

a) The Household Hazardous Waste Collection and Disposal must provide five (5) references from clients of similar projects completed in the last ten (10) years. Scope and cost of project shall be indicated.

6) CLASSIFICATION (MAXIMUM 5 POINTS):

a) CERTIFIED MINORITY / WOMEN OWNED BUSINESS CERTIFICATION MAY BE BY STATE, FEDERAL, COUNTY OR LOCAL GOVERNMENT. THE FEDERAL DEFINITION OF MBE / WBE MUST BE MET. CONSIDERATION OF MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISES IN COMPLIANCE WITH 24-CFR. In order to receive points for this classification, a copy of their classifications certificate must be included in the proposal.

7) LOCATION (MAXIMUM 5 POINTS):

a) State the proposing firm's location and accessibility during the project
b) Ability to respond to emergencies

8) VOLUME OF PAST 5-YEARS OF CONTRACTS WITH GOVERNMENT AGENCIES (MAXIMUM 10 POINTS):

a) Single line of information per contract.

9) CURRENT AND PROJECTED WORKLOAD (MAXIMUM 5 POINTS):

10) PRICE PROPOSAL (MAXIMUM 20 POINTS):

a) Section 23 Price Proposal Form

11) RFP FORMAT; PER SECTION 21 (MAXIMUM 10 POINTS):

a) Proposal shall follow the Response Format Criteria as described in SECTION 21.

SECTION 21.3 TAB – C

OTHER INFORMATION AT THE PROPOSER'S DISCRETION:

SECTION 21.4 PRESENTATION (MAXIMUM 100 POINTS):

- a) The Highlands County Board of County Commissioners may require high ranking proposers to participate in presentations and to submit technical or other additional information to its proposal as may result from the presentations.
- b) After receipt and review of the proposals and at the discretion of the County and Staff Work Committee, proposers may be asked to give short presentations / interviews as part of the selection and ranking process.

SECTION 21.5 SELECTION PROCESS AND CRITERIA:

Proposals shall be reviewed by the staff work group and ranked based upon the RFP Evaluation Criteria. Each work group member shall perform their own independent ranking based upon the criteria herein and the highest ranked firms shall be determined by their total score of all work group members. Negotiations for a contract shall follow the order of ranking from highest to lowest total score. The selection process shall be open to the public and records shall be maintained in accordance with Florida records retention requirements.

SECTION 21.6 CONTRACT NEGOTIATIONS AND EXECUTION:

Negotiation of contract for services shall follow the initial selection process with the top ranked firm. Should a satisfactory contract not be achievable with top ranked proposer, then the next ranked proposer shall be contacted and negotiations shall begin with each highest ranked firm and so on. Selection, Procurement and Contracting of Household Hazardous Waste Collection & Disposal Firms shall conform to all Board, State and Federal requirements. The COUNTY may require selected proposer to submit technical or other additional information to its proposal as may result from negotiations.

After negotiations, the recommended firm and contract will be submitted for review to the County Administrator and Board Attorney prior to submittal to the Board. Reviewed contract will be placed on a Board of County Commissioners' Agenda for their approval and execution.

END OF SECTION

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL
& FACILITATION OF CESQG/SQG HAZARDOUS WASTE PROGRAM**

SECTION 22 SAMPLE EVALUATION OF BIDDER RESPONSES

The proposals shall be evaluated by the County and will be ranked on the basis of the following point scoring system:

CRITERIA FOR EVALUATION	Does not meet	Partially Meets		Partially Exceeds		Fully Exceeded	W T	Sub-Total	
	0	1	2	3	4	5			
1) PROJECT UNDERSTANDING/PROJECT APPROACH							4	/20	
2) EXPERIENCE, ABILITY & TRAINING OF HAZARDOUS WASTE COLLECTION & DISPOSAL STAFF							5	/25	
3) RELEVANT FIRM EXPERIENCE							5	/25	
4) SCHEDULE							1	/5	
5) REFERENCES							2	/10	
6) CLASSIFICATION	N O (0)					Y E S (5)	1	/5	
7) LOCATION							1	/5	
8) VOLUME OF PAST 5-YEARS OF CONTRACTS WITH GOVERNMENT AGENCIES							1	/10	
9) CURRENT AND PROJECTED WORKLOAD							1	/5	
10) PRICE PROPOSAL; SECTION 23							4	/20	
11) RFP FORMAT; PER SECTION 21							2	/10	
SUB-TOTAL									/140
PRESENTATION (IF REQUESTED)								/100	
TOTAL									/240

VENDOR NAME _____ RFP NO. 10-035
 SCORED BY _____
 SIGNATURE _____ DATE _____

& FACILITATION OF CESQG/SQG HAZARDOUS WASTE PROGRAM

SECTION 23: PRICE PROPOSAL FORM

The vendor shall submit pricing for all unit prices shown below. These prices shall be for disposal at a RCRA permitted facility only, the exception being used oil that is not contaminated with Hazardous Waste. Hazardous used oil can only be disposed of at a FDEP approved facility.

These unit prices shall be used to calculate total prices for each line item. This **total bid price** shall constitute a portion of the scored Evaluation Criteria.

The bidder proposes to charge the COUNTY a fee of:

_____ Dollars per 6 hour day for these services held in Highlands COUNTY
for the Highlands COUNTY HHW collection.

and

_____ Dollars per 4 hour day for these services held in Glades COUNTY for
the Glades COUNTY HHW collection.

1. *Project Manager - cost per hour \$_____

2. *Field Chemist - cost per hour \$_____

3. *Other - Provide one cost only - \$_____
- Cost per hour i.e. drivers, equipment operators, traffic control personnel, chem. technicians, others.

* Hours considered for payment for the project manager, field chemists and all other transporter personnel shall be for time spent at the event/project/station clean out only. Travel time, overtime, overnight stay, etc. **shall not** be considered for payment due.

All lab pack pricing listed below shall include all costs incurred: container, packaging materials, labels and transportation charges.

All bulk pack pricing listed below shall include all costs incurred: labels and transportation charges, with exception of the cost of overpack, when required.

The above services, materials and labor to be furnished by bidder listed below are hereby in accordance with the specifications of the County.

VENDOR NAME: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

1	49 CFR approved containers (includes lid, gasket, ring and bolt)	
	5 gallon plastic removable head 1h2	\$
	5 gallon steel removable head 1A2	\$
	20 gallon fiber removable head 1G2	\$
	30 gallon steel removable head 1A2	\$
	30 gallon steel non removable head 1A1	\$
	55 gallon steel removable head 1A2	\$
	55 gallon steel non removable head 1A1	\$
	85 gallon over pack steel 1A2	\$
	85 gallon over pack plastic 1A2	\$
2	Absorbents w/characteristic Hazardous Waste, exceeding treatment standards	
	30 gallon	\$
	55 gallon	\$
3	Absorbents w/petroleum contamination	
	30 gallon	\$
	55 gallon	\$
4	Adhesives/Caulking compounds - Bulk in containers - Flammable/non flammable	
	30 gallon	\$
	55 gallon	\$
5	Aerosols - Mixture - Bulk	
	30 gallon	\$
	55 gallon	\$
6	Analysis cost for unknowns	
	30 gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

7	Analysis cost for unknowns	\$
	FIELD ID	\$
8	Asbestos containing materials - Bulk	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
9	BATTERIES	
	Lead Acid Battery (Car battery) per unit	\$
10	Dry cell/alkaline batteries - Bulk	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
11	Nickel - cadmium batteries - Bulk	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
12	Button batteries, Mercury - Bulk	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

13	Lithium batteries - Bulk	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
14	Gel Cell Lead Acid batteries - Bulk	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
15	Chlorinated Solvents	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
16	Chlorinated Solvents - Bulk	
	30 gallon	\$
	55 gallon	\$
17	Corrosive liquids acidic	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
18	Corrosive liquids acidic - Bulk	
	30 gallon	\$
	55 gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

19	Corrosive liquids alkaline	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
20	Corrosive liquids alkaline - Bulk	
	30 gallon	\$
	55 gallon	\$
21	Corrosive Solids	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
22	Corrosive Solids - Bulk	
	30 gallon	\$
	55 gallon	\$
	85 gallon	\$
23	Cyanides	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
24	Dioxins - Household quantities	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

25	Dioxins - Bulk	
	Price per pound	\$
26	Fertilizers - Bulk	
	30 gallon	\$
	55 gallon	\$
27	Flammable liquids - Bulk - < 1 inch solids, BTU value > 10,000	
	30 gallon	\$
	55 gallon	\$
28	Flammable liquids - Bulk - >1 inch but <6 inches solids, BTU value >10,000	
	30 gallon	\$
	55 gallon	\$
29	Flammable liquids - Bulk - <18 inches solids, BTU >5,000	
	30 gallon	\$
	55 gallon	\$
30	Flammable Liquids - Bulk - Soft sludges, BTU value > 5,000 pourable	
	30 gallon	\$
	55 gallon	\$
31	Flammable liquids - Consolidation/Inc.	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
32	Flammable liquids - Fuels blending	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

33	Flammable liquids - Incineration	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
34	Flammable solids	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
35	Flammable solids - Bulk	
	30 gallon	\$
	55 gallon	\$
36	FLUORESCENT TUBES	
	Straight, includes supplying storage boxes per linear foot	\$
	Compact, includes supplying storage boxes per unit	\$
37	Isocyanates	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
38	Liquids containing Polychlorinated Biphenyls	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

39	Liquids containing Polychlorinated Biphenyls Bulk	
	30 gallon	\$
	55 gallon	\$
40	Solids containing Polychlorinated Biphenyls	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
41	Solids containing Polychlorinated Biphenyls Bulk	
	30 gallon	\$
	55 gallon	\$
42	Maneb, preparations	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
43	Mercury Metallic, liquid	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
44	Mercury containing compounds, liquids	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

45	Mercury containing compounds, solids	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
46	Mercury containing solutions < 260 mg/liter Hg	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
47	Mercury solutions > 260 mg/liter Hg	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
48	Mercury debris thermometers, thermostats, switches	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
49	Naphthalene, Refined	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

50	Organic Peroxides liquids, Type E	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
51	Oxidizer liquids	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
52	Oxidizer liquids - Bulk	
	30 gallon	\$
	55 gallon	\$
53	Oxidizer solids	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
54	Oxidizer solids - Bulk	
	30 gallon	\$
	55 gallon	\$
55	Paint in cans - Bulk oil base containers less than 1 gallon	
	30 gallon	\$
	55 gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

56	Paint, oil base - Bulk < 1 inch solids	
	30 gallon	\$
	55 gallon	\$
57	Paint, oil base - Bulk >1 but <6 inches solids	
	30 gallon	\$
	55 gallon	\$
58	Paint, oil base - Bulk < 18 inches solids	
	30 gallon	\$
	55 gallon	\$
59	Paint, latex - Bulk < 1 inch solids	
	30 gallon	\$
	55 gallon	\$
60	Paint, latex - Bulk > 1 but < 6 inches solids	
	30 gallon	\$
	55 gallon	\$
61	Paint, latex - Bulk < 18 inches solids	
	30 gallon	\$
	55 gallon	\$
62	Poison liquids	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
63	Poison liquids - Bulk	
	30 gallon	\$
	55 gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

64	Poison solids	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
65	Poison solids - Bulk	
	30 gallon	\$
	55 gallon	\$
66	Reactive liquids -	
	Price per pound	\$
67	Roofing tars/coatings - Bulk - non asbestos in containers	
	30 gallon	\$
	55 gallon	\$
68	Roofing tars/coatings - Bulk - with asbestos in containers	
	30 gallon	\$
	55 gallon	\$
69	Sodium Sulfide, solutions	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$
70	Used oil - Bulk	
	Price per gallon	\$
71	Used oil-Bulk-contaminated(hazardous waste)	
	Price per gallon	\$

VENDOR: _____

**RFP 10-035 HOUSEHOLD HAZARDOUS WASTE COLLECTION DISPOSAL
SECTION 23: PRICE PROPOSAL FORM**

72	Used oil filters - Bulk - uncrushed	
	55 gallon	\$
73	Used antifreeze - Bulk - non regulated	
	55 gallon	\$
74	Used antifreeze - Bulk - containing lead 55	
	55 gallon	\$
75	Zinc Phosphide	
	5 gallon	\$
	20 gallon	\$
	30 gallon	\$
	55 gallon	\$

VENDOR: _____

**SECTION 24: STATEMENT OF INDEMNIFICATION
HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL AND FACILITATION OF
CESQG/SQG HAZARDOUS WASTE PROGRAM**

The CONTRACTOR hereby acknowledges and confirms that one percent of contract price is specifically paid for and is sufficient consideration for this Indemnification/Hold Harmless. That payment of one percent of the contract price shall be paid in full by the COUNTY to the CONTRACTOR when the COUNTY issues its notice to proceed. The CONTRACTOR shall, in addition to any other obligation to indemnify the COUNTY and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the COUNTY, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract or work performed under or related to this contract, unless caused by the sole negligence of the COUNTY, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the COUNTY to enforce this agreement shall be borne by the CONTRACTOR. This Indemnification shall also cover all claims brought against the COUNTY, its elected officials, employees, agents, or volunteers by any employee of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them. The CONTRACTOR's obligation under this Article shall not be limited in any way to the agreed upon contract price as shown in this contract or the CONTRACTOR's limit of or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this Article shall survive indefinitely.

It is agreed by the undersigned vendor that they accept the above conditions:

FOR THE CONTRACTOR:

BY _____

Printed Name and Title

Sworn to and subscribed before me this _____ day of _____, 2010.

Personally known _____

OR Produced identification _____ Notary Public- State of _____

(Type of Identification)

My commission expires _____

(Printed, typed or stamped
commissioned name of Notary Public)