

REQUEST FOR PROPOSALS  
HOUSEHOLD HAZARDOUS WASTE SERVICES  
FOR  
KERR COUNTY, TEXAS



KERR COUNTY, TEXAS

Due Date: November 9, 2016  
@3:00 P.M. CST

KERR COUNTY, TEXAS  
700 Main Street  
Kerrville, TX 78028  
(830) 792-2298  
[www.co.kerr.tx.us](http://www.co.kerr.tx.us)

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## INTRODUCTION

### **General Information**

Kerr County, Texas (County) is soliciting Request for Proposal(s) (RFP's) from contractors who are interested and qualified to provide one (1) household consolidated chemical collection event for the County. The event is currently scheduled for Saturday, December 10, 2016. The event opens to residents-only from 8:00 am until 12:00 pm.

Original and three (3) copies of sealed bid may be hand delivered or mailed to the Kerr County Clerk at the address listed below. Bids are due no later than 3:00 pm CST on November 9, 2016. Bids will be opened at the Kerr County Commissioners' Court Meeting on Monday, November 14, 2016 at 10:15 am for consideration and possible award at that time.

Kerr County Clerk  
700 Main Street  
Kerrville, TX 78028

### **Schedule of Important Dates**

The schedule for this Request for Proposals is as follows:

Proposal Submission Deadline  
Earliest Award by County

November 9, 2016 – 3:00 p.m.  
November 14, 2016 – 10:15 am

## DEFINITIONS, TERMS AND CONDITIONS

### **Definitions**

In order to simplify the language throughout this request for proposal, the following definitions shall apply:

*RFP – Request for Proposals*

*HHW – Household hazardous waste*

*DOT – Department of Transportation*

*TSCA – Toxic Substances Control Act*

*RCRA – Resource Conservation Recovery Act*

*CERCLA – Comprehensive Environmental Response, Compensation, and Liability Act*

*Contractor – Company offering HHW services as well as any subcontractors which must be listed in RFQ.*

*Customer – Kerr County, Texas, Environmental Health Department*

### **Receipt of Proposals**

The submitted Proposal(s) must be received by the County prior to the time and date specified. The mere fact that the proposal was dispatched will not be considered; the firm must ensure that the Proposal is actually delivered.

### **Questions and Inquiries**

Questions and Inquiries about this Request for Proposal should be directed to Ray Garcia, Director, Kerr County Environmental Health Department at (830)792-2298 or via email to [rrgarcia@co.kerr.tx.us](mailto:rrgarcia@co.kerr.tx.us).

### **Reservations**

The County reserves the right to accept or reject any or all Proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposals if found to be in the best interest of the County. All Proposals become the property of the Kerr County, Texas.

### **Reimbursements**

There is no express or implied obligation for Kerr County, Texas, to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposals and Kerr County, Texas will not reimburse responding firms for these expenses, nor will the County pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Communication**

The County shall not be responsible for any verbal communication between any employee of the County and any potential firm. Only written requirements and qualifications will be considered.

**Management**

Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

**Payment Terms**

Invoices must be submitted by the Contractor in duplicate to Auditor, Kerr County, Texas, 700 Main Street, Kerrville, Texas 78028. All invoices to be paid in full within 30 days after satisfactory delivery and billing of goods or services.

**Pricing**

All pricing submitted with the proposal must be guaranteed for a minimum of ninety (90) days.

**Negotiations**

Negotiations may be conducted with as many as three of the responsible offeror(s) who submit Proposals that are reasonably suitable for selection. All contractor(s) reasonably suitable for selection based on criteria set forth in this RFQ may be given an opportunity to make a presentation and/or interview with the Project Team. Following any presentation and/or interviews, firms will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.

**Award of Contract**

Award of the contract shall be made to the responsible offeror(s) whose proposal is determined to be the best evaluated offer resulting from the proposal and negotiation process, taking into consideration the relative importance of price and other factors set forth in this request for proposals.

## SCOPE OF WORK

### **1.0 HHW SERVICES**

Contractor shall ensure legal servicing, treatment and/or disposal of such types of HHW listed on the attached **Schedule A** as requested by Customer. An estimate of quantities of HHW is listed in **Schedule B** of this document, based on the previous events.

### **2.0 TRANSPORTATION**

2.1 Contractor shall be responsible for providing suitable means to transport the HHW.

2.2 Contractor shall prepare all shipping papers, manifest, and labels with each shipment of HHW in accordance with all applicable requirements of the United States Department of Transportation (“DOT”) and the United States Environmental Protection Agency (“EPA”) under the Toxic Substances Control Act (“TSCA”), the Resource Conservation and Recovery Act (“RCRA”), and all other federal, state and local statutes, regulations and ordinances.

2.3 Contractor or Contractor’s contracted transporter shall maintain in force and require all carriers it engages to carry vehicular liability insurance equivalent to that specified in Section 7.0 of this RFQ and shall, upon request, provide the other party with certificates of insurance evidencing such coverage.

2.4 Customer will provide satisfactory area, roadways and approaches to safely conduct mobile HHW collection event.

### **3.0 RESPONSIBILITIES**

3.1 Contractor shall mobilize all manpower, equipment, materials, and technical services required to perform mobile HHW collection event. Except for the following; forklift, 30 Cubic yard roll off container for emptied latex paint cans (includes disposal).

3.2 Contractor shall arrive on-site prior to collection hours and perform site set-up.

3.3 Contractor shall unload, package, transport and dispose of HHW collected from participant vehicles.

3.4 Contractor shall demobilize after event completion and leave site clean.

3.5 Contractor shall provide project summary and document after completion of project.

#### **4.0 WARRANTIES**

4.1 Contractor will warrant that its services performed under this RFQ shall comply with all requirements of federal, state and local laws, regulations, and ordinances.

4.2 Contractor will warrant that all permits, licenses, authorizations, and approvals required for transportation of the HHW by federal, state and local laws, regulations, and ordinances shall be in effect at the time of transportation.

4.3 Contractor will warrant that the containers Contractor supplies comply with all laws, regulations or ordinances which may be applicable to their packaging or transportation, including but not limited to DOT regulations. Customer warrants that HHW for disposal will be packaged in Contractor supplied containers that meet above requirements.

#### **5.0 INDEMNIFICATION AND SUBROGATION**

5.1 Contractor will be required to agree to indemnify, hold harmless and defend Customer, its officers, directors, shareholders, agents, employees and affiliates, from any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by:

- (i) Contractor's breach of any term or provision of this Agreement;
- (ii) the failure of any warranty of Contractor to be true, accurate and complete; or
- (iii) any negligent, intentional or willful act or omission of Contractor or its employees, subcontractors or agents.

Contractor's indemnification of the County is limited by excluding claims arising solely from the intentional or negligent acts or omissions of the County, its employees or agents.

5.2 Contractor will be required to agree to indemnify, save harmless and defend Customer from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of any violation of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") by Contractor in its transportation, treatment, storage, or disposal of the HHW listed on the **Schedule A** and/or Quotation, including but not limited to violations resulting from the intentional or negligent act or omission of Contractor, its officers, employees, agents, and/or contractors.

**6.0 TERM**

6.1 The agreement will become effective on a date negotiated by both parties, and will be in effect until December 27, 2016 unless otherwise specified in an Agreement.

6.2 Should the Agreement be terminated by either party, Contractor shall be responsible for removing any and all equipment and/or materials associated with this Agreement and collected during the course of performing HHW collections at Kerr County, Texas. Customer shall be responsible for payment of fees for final services as listed in **Schedule A**.

**7.0 INSURANCE**

Contractor shall have in effect and shall maintain for the term of this Agreement the following insurance:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM POLICY LIMITS</u>
Workmen’s Compensation	\$2,000,000 single limit
Automobile Liability	\$2,000,000 single limit
Comprehensive General Liability	\$2,000,000 each occurrence \$3,000,000 aggregate
Environmental Impairment Liability	\$25,000,000 each occurrence
Contractor’s Pollution Liability	\$10,000,000 each occurrence

Contractor shall provide notice to Customer of any changes in coverage limits and will provide certificates of insurance upon request. Contractor shall direct that all of the above-described insurance policies except Workmen’s Compensation Policy and Environmental Impairment Liability be endorsed to name Customer as an additional insured. Prior to the date of the collection event, Contractor shall direct that a certificate of insurance is issued to Customer indicating that the above described coverage and endorsements are in full force and effect.

## EVALUATION FACTORS

After receipt of proposals, Kerr County, Texas, will use the following criteria in the selection process:

- 40% Qualifications and experience
- 40% Rates and expenses
- 10% History of incidents related to similar events
- 10% References

## FORMAT REQUIREMENTS

You may respond in writing by sending, one (1) original and three (3) copies of the proposal in a sealed envelope bearing the name and address of the respondent.

Kerr County, Texas, requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Firms with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation.

### **TAB A      Qualifications and Experience**

1. Describe the qualifications and experience of the firm in the last thirty-six (36) months in performing services in similar size and scope. Particular emphasis will be placed on firms that have provided similar services in municipalities.
2. Identify the project manager and each individual who will work on this project.

### **TAB B      Rates and Expenses (System)**

1. Provide price list for the HHW categories and quantities/sizes listed in Schedule A – Cost Sheet.
2. Provide a cost analysis based on the previous event volumes and location as outlined in Schedule B – Sample Event Cost Sheet.

### **TAB C      History of Incidents related to Similar Events**

1. Provide a list of any incidents or accidents which may have occurred during similar events managed by the contractor within the past 36 months. Examples of such incidents include but not limited to spills, chemical release, fires, injuries, etc.

### **TAB D      References**

1. Provide references for similarly successful projects from three government agencies, including the name of the agency, contact name, telephone, fax and email address.

**SCHEDULE A COST SHEET**

The following pricing includes labor, equipment, supplies, transportation, and disposal for a one day collection event. The event opens to residents only from 8:00 am until 12:00 pm. This pricing is based on all inclusive per container price. This scenario enables easy cost tracking and accountability.

Waste Category	Handling/ Packaging	Meter Box	55 gal	30 gal	20 gal	10 gal	5 gal
Aerosols	IN/RC- loosepack						
Alkaline Battery	LF-loosepack						
Battery Lithium	LF- loosepack						
Corrosives	IN-loosepack						
Flammables	IN-loosepack						
Flammables	IN-bulk						
Fluorescent Bulbs(long or compact)	RC-loosepack						
Latex Paint	LF-bulk						
Latex Paint	LF-loosepack						
Mercury	RC-labpack						
Ni-Cad Battery	RC-loosepack						
Oil Base Paint	IN/-loosepack						
Oxidizers	IN-loosepack						
PCB waste	IN-loosepack						
Poisons/liquids	IN-loosepack						
Poisons/solids	IN-loosepack						
Propane (BBQ)	RC-palletize						
Propane (small)	IN-loosepack						
Reactives	IN-labpack						
Mobilization (one day collection event)							
Other Mobilization costs							

IN = Incineration  
 RC = Recycle  
 LF = Landfill

**SCHEDULE B - SAMPLE EVENT COST SHEET**

The following pricing includes labor, equipment, supplies, transportation, and disposal for a one day collection event based on the quantities listed herein. The event opens to residents only from 8:00 am until 12:00 pm. This pricing is based on all inclusive per container price. This scenario assumes a one day event to be held at the Hill Country Youth Event Center, Kerrville, TX 78028.

Waste Category	Handling/ Packaging	Actual Quantity	Size	Unit Price	Total Price
Aerosols	IN/RC- loosepack	3	Meter box		
Alkaline Batt	LF-loosepack	2	55 gal		
Battery lithium	LF-loosepack	1	5 gal		
Corrosives acids	IN-loosepack	1	5 gal		
Corrosives caustics/basic	IN-loosepack	3	30 drum fiber		
Flammables/solid	IN-loosepack	1	Box		
Flammables	IN-bulk	3	55 gal drum		
Fluorescent Bulbs	RC-loosepack	5	Box		
Compact Bulbs	RC-loosepack	1	16 gal		
Latex Paint	LF-loosepack	5	Box		
Latex Paint	RC-bulk	3	55 gal drum		
Mercury	RC-labpack	1	5 gal drum		
Oil Base Paint	IN-loosepack	30	Meter box		
Oxidizers	IN-loosepack	4	5 gal drum fiber		
Poisons	IN-loosepack Liquids	20	55 gal drum fiber		
Poisons	IN-loosepack Solids	2	Meter box		
Propane (small)	IN-loosepack	1	55 gal drum fiber		
Reactives	IN-labpack	2	5 gal		
Mobilization (one day collection event)					
Other Mobilization costs					
Total Cost of Sample Event					

IN = Incineration      RC = Recycle      LF = Landfill