



# COUNTY OF YOLO

Purchasing Division

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Notice of Request for Proposals (RFP)  
For  
Household, Load Check and Small Quantity Generator  
Hazardous Waste Management Collection and Disposal  
Services

for  
Department of Community Services  
Division of Integrated Waste Management

Proposal Responses Due (Deadline):  
5:00pm  
**Friday, November 4, 2022**

RFP Coordinator: Karen Kawelmacher  
(530) 666-8073  
kkawelmacher@yolocounty.org

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### **Exhibits:**

Exhibit "A"	Proposal Transmittal Letter
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### **Attachments:**

Attachment 1	Insurance Requirements
Attachment 2	Sample County Contract
Attachment 3	Map of Facility & Sumps

## SECTION I. INTRODUCTION

### A. STATEMENT OF PURPOSE

The County of Yolo is requesting proposals from qualified hazardous waste collection and disposal companies to provide household, load check and small quantity generator (SQG) hazardous waste management collection and disposal services at the Yolo County Permanent Household Hazardous Waste Facility (PHHWF) for the Yolo County Division of Integrated Waste Management per scope of work, as outlined in this RFP.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

### B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
  - a. Supplier, Vendor, Contractor
  - b. Purchase Order, Contract, Agreement
  - c. Services, Work, Scope, and Project
  - d. Bidder, Offeror, Proposer
  
2. "The County" refers to the County of Yolo, California.

### C. SCOPE OF WORK

#### 1) GENERAL DESCRIPTION

Yolo County has been offering centralized household hazardous waste collection to its residents and small businesses since 1993. While the County collects universal waste (bulbs, batteries, electronic waste, etc.) daily at this site, the PHHWF is a two day a week operation, open every Friday and Saturday to the public from 7:30 a.m. – 3:30 p.m. The PHHWF is located at 44054 CR 28H, Woodland, CA 95776, adjacent to the Yolo County Central Landfill at 44090 County Road 28H. Yolo County wishes to provide residents and businesses a safe and proper means of disposing of hazardous wastes generated or accumulated by households and SQG customers. Yolo County is home to over 219,000 residents, serving over 77,000 households. In FY21-22 the County reported 724,886 lbs. of hazardous waste collected through our PHHWF on the CalRecycle 303 report.

#### 2) TECHNICAL SPECIFICATIONS

##### 1. Collection Program

- i. Contractor shall provide all laboratory services required for properly inventorying, identifying, and cataloging hazardous materials collected at the HHW and CESQG events.
- ii. Contractor shall provide personnel who will conduct surveys by obtaining information from every PHHWF participant, each day the facility is open. Completed surveys shall be submitted to County at the end of each day.
- iii. Contractor shall provide personnel who will properly inspect, store, and prepare any hazardous materials before transporting these materials from the PHHWF.
- iv. Contractor shall provide sufficient federal Department of Transportation ("DOT") approved 55-gallon steel drums or other suitable containers for transporting and disposing of solids and liquids. Contractor shall provide the necessary shipping containers and packaging supplies of the DOT specification, type, size, and quantity normally used by Contractor during programs of this type in accordance with legal and prudent hazardous

materials transportation requirements and the waste acceptance criteria established by interim or final treatment, storage, or disposal facilities.

**PROPOSER** shall also provide the following equipment and staff to assist the COUNTY:

**Respiratory Equipment**

SCBA  
Air-line respirator (with all appurtenances)  
Full face respirator  
Half face respirator and cartridges  
Puncture resistant gloves  
Eye and Skin Neutralizer  
Personal Gas Monitors (Flams, O2, CO and H2S)

**Personal Protective Equipment (PPE)**

Tyvek suits  
Disposable latex/nitrile gloves  
Safety glasses and ear plugs  
Face Shield

**Field Support Equipment and Other Miscellaneous Materials (if applicable)**

Plastic Washtubs for Decon  
Oil absorbent pads  
Portable phone/communications  
Signs, cones and traffic barricades  
Scrub Brushes  
Wipe Towels  
Floor Sweep  
Visqueen  
Spatulas/Scrapers  
Unknown Testing HazCat Kit (pH paper, Oxidizing test strips, Organic Peroxide test strips, etc.)

Master Chemical List  
Bung Wrench  
Push and Hand Brooms  
Shovels and Dustpans  
Water absorbent pads  
Soaps  
Speed Wrench  
Paint can openers

**Shipping Supplies**

Gaylord Boxes  
5-gallon buckets  
Box/Drum Liners  
Lab pack packing slips  
Manifests/BOLs  
85-gallon over pack drums  
Shrink Wrap

20, 30, 55-gallon metal and poly drums  
DOT Shipping labels  
Vermiculite  
Uniform      Hazardous      Waste  
Pallets  
Grease Pencils, Markers, etc.

**COUNTY** shall provide the following equipment and staff support to assist the PROPOSER:

**Equipment**

1000-gallon waste oil tank (including disposal)  
110v, 20A power supply plugs  
Used car battery bin (including recycling/disposal)  
Non-potable water supply  
Permanent Eye Wash Station  
One Drum Grabber  
Forklift (incl. fuel)  
Fire Extinguishers

One pallet jack  
First Aid Kit  
Floor Scale  
Used Oil Filter Crusher

Roll off/tipper bin for cardboard (to be recycled)  
Roll off/tipper bin for metals (to be recycled)  
Roll off/tipper bin for rigid plastics (to be recycled)  
Roll-off/tipper bin for garbage (including disposal)

### **Staff**

Coordinate all education and outreach to residents and CESQGs

Oversee all D2D scheduling

Onsite assistance on event and shipment days

- v. Contractor shall provide enough fully trained staff as necessary to handle, properly and responsibly, the collection, transportation and disposal of the materials received through the HHW and CESQG programs. Contractor staff must complete the following training prior working at the Yolo County PHHWF to be considered “fully-trained”:
  - Minimum 8-hour initial training covering County PHHWF site specifics
  - HAZWOPER, 40-hour training
  - HAZWOPER, 8-hour refresher
  - First Aid/CPR
  - Department of Transportation (DOT) HazMat Training
- vi. Contractor shall be responsible to properly remove all acceptable materials (unacceptable materials are defined as radioactive waste, biohazard waste (excluding sharps), ammunition/explosives, and any other unknown material which is unidentifiable using the various common testing methods including but not limited to, HazCat kit pH test strips, oxidizing strips, etc. received on the collection site premises during the HHW and CESQG events to an authorized disposal site. Collected materials may be kept onsite at the Yolo County Central Landfill PHHWF, in accordance with local, state, and federal law, for up to one year from the date of collection. It is the expectation of the County that all containers shipped shall be full, and all space in containers should be fully utilized. The exception would be if a container was near its storage deadline and needed to be shipped for final disposal to avoid any local, state, or federal storage regulatory violations.
- vii. Contractor shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to operate or to perform the services required in this Agreement.
- viii. Contractor, its employees, agents, and subcontractors shall comply with County’s safety procedures while on the collection site premises. Contractor shall also comply with all safety standards set by County regarding operating County-owned equipment when and if instructed to do so. If County-owned equipment is damaged during use by Contractor and Contractor and/or Contractor staff is found to be at fault, Contractor shall be liable for all expenses associated with the restoration of equipment to its original condition.
- ix. Unless otherwise specified by the County, the HHW collection program shall take place every Friday and Saturday between the hours of 6:30 am to 4:30 pm. with collection to the public open from 7:30 am – 3:30 pm. Contractor shall utilize the hour before the program opens to the public to conduct a safety meeting, with all parties involved, and prepare site (set-up), and shall utilize the hour after for clean-up and staging of hazardous wastes per proper storage guidelines.
- x. Contractor shall reject unacceptable wastes. Acceptable shall mean only the materials previously agreed upon and for which cost proposals have been provided, as set forth in **Exhibit C** of this Agreement, or as otherwise designated in writing by the County. Unacceptable wastes include any wastes for which the County does not have a Safety Data

Sheet (SDS) on file, and/or for which Contractor does not have readily accessible waste classification forms. If Contractor must reject waste, Contractor shall provide information to the resident or business notifying them of proper disposal options.

- xi. All unacceptable wastes not expressly rejected by Contractor shall be conclusively considered accepted by Contractor and shall be the sole responsibility of Contractor to transport and dispose at no cost to County safely and lawfully.
- xii. Contractor shall also reject any hazardous materials when instructed to do so by County representative (site supervisor) at the events. Contractor shall inform the customer or business that the materials will not be accepted and that the rejected materials must be taken from the collection site by the owner (or transporter) of such materials and shall not be handled by Contractor as part of this Agreement.
- xiii. Contractor shall manifest, in accordance with federal; state and local law, all waste collected onsite, and recycle and/or dispose of these wastes in a lawful manner. Prior to conducting the HHW collection, Contractor shall obtain all necessary permits and variances to lawfully treat, store, and transport hazardous wastes.
- xiv. Contractor shall be expected to bulk and package in a manner that is consistent with the California *Best Practice Management (BMP) Guidelines* as defined in the California Municipal BMP Handbook, which can be found electronically at <https://www.casqa.org/resources/bmp-handbooks/municipal-bmp-handbook>. Drums, barrels, bins, and all storage containers shall be packed in a manner that uses all available storage space but is with in safe Department of Transportation (DOT) transporting regulations and guidelines. This includes but is not limited to using the installed oil filter crusher in the PHHWF, for crushing of used oil filters as directed by County. It is also the expectation that the successful PROPOSER shall provide only adequately trained staff to safely operate crushing equipment. County reserves rights of ownership of all waste material including but not limited to the containers the material came in.
- xv. Contractor shall crush all used oil filters prior to shipment to ensure filters are segregated by type and size and to the highest extent possible recycled.
- xvi. Certain documents used during the operation of the collection events, including, but not limited to, Uniform Hazardous Material Manifest, Land Disposal Restriction Notifications, and Material Stream Status Reports, require written certification by an authorized representative of the generator stating that certain material descriptions, packaging marking, labeling, analysis, testing, reporting and/or similar activities have been done correctly, accurately, and/or properly. Since the County, as the generator of the material, relies on the PROPOSER to ensure that the descriptions, packing, marking, labeling, analysis, testing, reporting, and/or other similar activities relating to the material have been done correctly, accurately, and/or properly, the PROPOSER's representative, who is actually familiar with such descriptions, packaging, marking, labeling, analysis, testing, reporting, and/or similar activities relating to the material, shall sign the written certificates required in the documents as an authorized representative of the Generator. Only after receiving such an acknowledgment of the certification by the PROPOSER's representative, acting as an authorized representative of the Generator, shall the coordinator jointly sign the document.

**2. Reuse Program**

- i. Contractor shall be responsible for properly recognizing reusable materials and setting them aside for the County Reuse Program. Reusable materials shall be in original undamaged containers, at least half-full and contain intact labels which identify the product and confirm its correct composition.
- ii. Contractor shall be responsible for providing staff to oversee the Reuse Area during operating hours. Contractor staff will greet customers, transfer materials from PHHWF over to Reuse Facility onsite, stock shelves, organize and sort materials, assist customers in filling out Reuse Forms, and tracking all paint for PaintCare program.

**3. CESQG Program**

- i. Contractor shall pre-register all interested businesses within Yolo County to determine their qualifications for the CESQG program, their waste volumes and types slated for disposal; calculating fees associated with each waste when able; collecting a processing fee and referring businesses to appropriate State and local agencies if it is determined that the business does not qualify for the CESQG program.
- ii. Contractor shall aid the County in answering technical questions or quoting fees for waste streams that need further analysis and shall service up to ten (10) CESQG customers each Friday between the hours of 9:00 am and 2:00 pm.
- iii. Contractor shall also credit County for all fees paid by CESQG. Credit shall be shown on the Preliminary and Final Invoices as a separate line item and credited to County disposal cost.
- iv. Contractor shall provide County signed documentation from the CESQG customers utilizing the program at the close of business each Friday.
- v. All CESQG hazardous waste collection by pickup appointment shall be hauled directly to the County PHHWF for disposal. Should the Yolo PHHWF be unable to accept the waste, an alternate permit hazardous waste facility may accept the waste with prior approval by the County.

**4. Senior/Disabled Resident Door-to-Door Program**

- i. County is responsible for receiving all phone calls and scheduling weekly door-to-door appointments. Up to ten (10) door-to-door pickups may be scheduled by the County per week. County will collect name, address, phone number and itemized list of materials that each resident must dispose of. This information will be presented to the Contractor at least two business days prior to collection.
- ii. Collection route will occur every Saturday between the hours of 8:00 am and 2:00 pm.
- iii. Contractor shall provide door-to-door pick-up collection service to Seniors (age 65 and older) and Disabled Yolo County residents without fee to the resident. Contractor shall accept material quantities consistent with household generation totals of up to 125 pounds of solid material or 15 gallons of liquid material, per pick-up.
- iv. Per regulations, Contractor shall provide a receipt to each household from which waste was collected as part of the door-to-door hazardous waste collection program.
- v. All hazardous waste collected under this program shall be hauled directly to the County PHHWF for disposal.

**5. Load Check Program**

- i. The PHHWF is located onsite the Yolo County Central Landfill (YCCL) therefore the County also operates an active load check program for which hazardous materials are collected. Contractor shall sort, identify, and package all load check materials from the designated area each week.
- ii. As part of the County load check program a significant number of cylinders and tanks are found which are not typically accepted as part of our HHW program. As such the Contractor is responsible for doing a complete evaluation of each cylinder and providing a quote to the County, not to exceed the annual amount allocated in Section 2.A.iii.
- iii. As part of the County load check program light ballasts are recovered from solid waste loads that have not been properly processed. Contractor shall assist County with the dismantling of the light ballasts to segregate polychlorinated biphenyls (PCB) ballasts, from non-PBC and electronic ballasts. The County will provide a means of disposal for all scrap metal and non-hazardous ballasts.
- iv. The County also accepts lawn mowers, edgers, and other fuel filled equipment. Contractor shall assist County with draining of fuel from these units then place in our scrap metal bin for recycling.

**6. Pump Service for PHHWF Sumps**

- i. As part of the County's Spill Prevention, Control and Counter Measure (SPCC) Plan it is required that routine cleaning and pumping services are provided for the eight concrete containment sumps located beneath the PHHWF to stay in compliance with our regulatory programs. Contractor shall provide this service two times per year at the rates established in **Exhibit C** and shall instruct onsite staff to keep the sumps clear of debris and notify County when spills occur. Should the County find significant amounts of debris or hazardous waste in the sumps during routine monthly inspections, and that material has not been reported to the County and/or is due to negligence on the part of the Contractor, the County shall not be responsible for any expenses incurred by the Contractor to clean out the sumps to remove the material more than the two identified above. See **Attachment 2** for a map of the facility and its pumps.
- ii. As part of these services the debris and liquid waste collected must be disposed of at the Yolo County Central Landfill via the County liquid waste acceptance program. The disposal portion of this service shall be provided to the Contractor at no additional cost.

**7. Reporting**

The DTSC 303 Report is the responsibility of the Contractor and shall include the following data on monthly basis to the County with the invoicing:

- Door-to-Door collection program quantities
- Reuse collection program quantities
- Load Check collection program quantities
- CESQG collection program quantities

A cumulative copy of the DTSC 303 report shall be electronically submitted annually to the County no later than September 1 each year in Excel format with 12 tabs representing the 12 months in the fiscal year as outlined above and tab 13 representing the cumulative data.

**10. Extended Producer Responsibility (EPR) Program**

When programs are available, the Contractor shall utilize disposal partners that participate in EPR such as PaintCare, Thermostat Recycling Corporation (TRC), MED-Project and Call2Recycle.

**3) VENDOR MINIMUM QUALIFICATIONS**

- a. Vendor must be an established hazardous waste service provider for a minimum of 15 years.
- b. Of those 15 years, vendor must have 10 years servicing municipal household hazardous waste collection programs.
- c. Vendor must provide a minimum of four (4) staff per day the PHHWF is open.
- d. Vendor must hold a license to haul hazardous waste in the State of California (Proof must be submitted with RFP).
- e. Vendor must hold a permit to operate a Treatment Storage and Disposal Facility (TSDF) in California (Proof must be submitted with RFP).

**4) DELIVERABEL / REPORTS**

- a. The successful Proposer will be required to compile and submit all data for the CalRecycle 303 report annually. The report shall be cumulative, having 12 tabs representing each month in the fiscal year starting in July and running through June, and a tab 13 which summarizes the annual data. The report shall include the following data and be provided to the County monthly upon invoicing:
  - Door-to-Door collection program quantities
  - Reuse collection program quantities
  - Load Check collection program quantities
  - CESQG collection program quantities

**5) AWARDED CONTRACTOR REQUIREMENT:**

- a. The successful Awarded contractor must supply all insurance requirements as required in Attachment 1, Yolo County Insurance Requirements.
- b. Contract Term: Contractor agrees to provide services as specified in the RFP document for a period of two (2) years. The agreement may be extended by mutual consent for two (2) additional one (1) year periods. Rates shall remain firm for the initial two (2) year term, however upon approval of an extension by the County and submittal by the Contractor, with at least 30 days' notice, an increase may be requested using the All-Urban Consumer Price Index (CPI) as outlined in the sample agreement in Attachment 2.

**D. ADDENDA**

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

## SECTION II. RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	10/14/22	
2	*Mandatory Pre-Proposal Conference and Site Inspection	10/24/22	10:00 a.m.
3	Deadline for Written Comments Posted on BidSync	10/26/22	5:00 p.m.
4	County Issues Responses to Written Comments	10/28/22	5:00 p.m.
5	Deadline Proposal Due	11/04/22	5:00 p.m.
6	County Completes Evaluations	11/18/22	
7	Anticipated Contract Start Date	12/16/22	

### **\*MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTION:**

Date: Monday, October 24, 2022  
Time: 10:00 a.m. Pacific Time  
Place: Yolo County Permanent Household Hazardous Waste Facility  
Location: 44090 County Road 28H, Woodland, CA 95776

## SECTION III. GENERAL INSTRUCTIONS AND INFORMATION

### **A. RFP COORDINATOR**

The following RFP Coordinator shall be the main point of contact for this RFP:

Yolo County Procurement  
625 Court Street Room 103  
Phone: (530) 666-8073  
[kkawelmacher@yolocounty.org](mailto:kkawelmacher@yolocounty.org)

### **B. COMMUNICATIONS REGARDING THE RFP**

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at [www.bidsync.com](http://www.bidsync.com)

in the questions and answers section of the solicitation no later than the date and time noted above in the Section II.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

**B. PROPOSAL PREPARATION COSTS**

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

**C. PROPOSAL WITHDRAWAL**

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

**D. PROPOSAL AMENDMENT**

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

**E. PROPOSAL ERRORS**

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

**F. PROHIBITION OF PROPOSER TERMS & CONDITIONS**

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

**G. ASSIGNMENT AND SUBCONTRACTING**

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the coverage, or Contractor may insure subcontractors under its own policy.

**H. PROPOSAL OF ADDITIONAL SERVICES**

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

**I. INDEPENDENT PRICE DETERMINATION**

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

**J. INSURANCE**

The successful Contractor will be required to provide and maintain insurance as required and listed in Attachment 1 before commencing work on the contract.

**K. LICENSURE**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

**L. RFP AMENDMENT AND CANCELLATION**

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

**M. RIGHT OF REJECTION**

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

**N. DISCLOSURE OF PROPOSAL CONTENTS**

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify, and hold the County harmless against any claim, action, or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

**O. PROPOSAL EVALUATION PROCESS**

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

**P. AWARD OF PROPOSAL**

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest

priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

1) Reasonableness of Costs (25 Points) Exhibit "C"

A. DISPOSAL COST shall be separated by line item as outlined in Exhibit C. Proposer shall enter a "per pound" or "per unit" rate for each type of accepted hazardous waste. All shipping containers shall be inspected to ensure that waste is packaged appropriately to fill containers.

B. TOTAL BASE COST is defined as the sum of the Set-Up Costs, Labor Costs, the Event Operation Costs, and the Clean Up Costs for events held at the Yolo County PHHWF as Outlined in Exhibit C. Rates shall cover at minimum, 125 participants per day or 250 per weekend, not to exceed 1,250 per calendar month.

- *Set up costs:* Set up costs are defined as those costs pertaining to PROPOSER's crew mobilizing to the site, setting up the site for the CESQG and HHW collection day, all equipment, materials, and services (see equipment and materials listed below) necessary for the events.
- *Event operation and labor costs:* Operation costs are defined as those costs pertaining to the work performed during the hours of operation including door-to-door pick-up service for senior and disabled residents at their homes, fixed hourly labor costs. Event operation and fixed hourly labor costs include collecting materials from vehicles, packaging, bulking, and manifesting of all collected materials for reuse, recycling, and disposal. This also includes all material storage methods and containers costs.
- *Clean up costs:* Clean-up costs are defined as, but not limited to those costs pertaining to PROPOSER's crew cleaning and demobilizing from the collection site and returning it to its pre-event condition. Clean up shall include any activities not completed during the HHW event operation including but not limited to packaging, bulking, and manifesting of all collected materials (i.e., HHW, Load Check, Door-to-Door, Reuse materials) for transportation from the PHHWF to a final recycling or disposal destination. This shall also include all transportation and disposal methods, facilities and costs including fuel.
- *Equipment and Material Costs:* The list of equipment itemized in Technical Section I.C.2 shall be included in the Total Base Cost.

2) Qualifications and Evidence of Experience (25 points) Exhibit "B"

- *Project Organization:* Provide a concise description of how the PROPOSER's firm intends to organize and implement its approach to the project.
- *Key Project Staff:* Present a staffing chart indicating name, job title, and summary of responsibilities for key employees. Indicate specifically how many employees for each job classification will be assigned to the project, their role and whether they are a subcontract or direct employee. Resumes for key project personnel shall be submitted.
- *Responsibilities and Duties Definitions:* The PROPOSER shall submit a list of trained staff technicians needed for the program, along with a list of duties and responsibilities of each.

- *Program Staffing:* The PROPOSER shall describe the number of employees that will be onsite each collection week. The COUNTY expects that customers shall be served efficiently and should not be subject to a wait of over 10 minutes from when they arrive onsite to when their materials are unloaded. All staff shall have training required by Title 22 OSHA and HM-181 regulations and any other applicable State and Federal regulations including those listed in Section 1.A.v of the sample agreement. The PROPOSER shall include staff training certificates for current staff and detail staffing levels by job function.
- *Subcontractors:* List all subcontractors, including transporters, and recycling and disposal facilities to be used to fulfill the obligations of this contract; include licenses and permits. The PROPOSER will arrange for and manage any subcontractors necessary to provide services. Any anticipated subcontractor labor, transportation, traffic controllers, or other services to be used must be listed. The PROPOSER will provide information on the background, experience, and training. All subcontractors must be trained as set forth in the Agreement. The PROPOSER will describe the level of training required and the role subcontractor will play in the event implementation.
- *Evidence of Facility Operation Techniques:* The PROPOSER shall submit a detailed summary indicating knowledge of facility operations similar to COUNTY PHHWF.
- *Material Acceptance and Analysis:* It is the COUNTY's desire to accept all hazardous wastes except for radioactive, biohazard (except sharps) and explosive wastes. The PROPOSER should discuss procedures and criteria for accepting/rejecting wastes and specifically identify wastes that will not be accepted and the reason for these wastes being rejected. Certain wastes may be accepted from CESQG customers that are not accepted from residential customers.
- *Handling Procedures:*
- *Outline of Procedures:* The PROPOSER shall submit detailed outlines of procedures for the following: identification, categorizing, selection for reusable materials, onsite storage of materials, packaging, labeling, manifesting, transportation, and disposal of the collected household hazardous wastes. All procedures must be in accordance with federal, state, COUNTY, and local laws, and regulations.
  - *Packing Procedures:* The PROPOSER shall submit detailed procedures for packing disposed hazardous waste, including measures to be implemented to maximize the amount of waste packaged per drum.
  - *Storage Procedures:* The PROPOSER shall submit detailed procedures for properly storing, rotation and labeling of materials that will be kept on site. Please include a list detailing allowable storage times at each stage from cradle to grave.
  - *Transportation Equipment:* List the make and type of mobile equipment to be used in transporting the collected waste chemicals. Include the make, year, and type of vehicles. Please note, the COUNTY roads leading to the YCCL are not designated Terminal Access Routes, therefore trucks transporting materials to and from YCCL must adhere to the length provisions found in the California Vehicle Code (CVC) Section 35401.5.
- Describe procedures that will be employed to assure all hazardous materials are shipped safely and according to all appropriate Federal, State, and local regulations. Provide the criteria used to determine the mode of transportation for types of household and CESQG hazardous material shipments. Describe how

the PROPOSER will ensure that any transporter has all requisite permits, EPA and DOT identification numbers, licenses, insurance, and bonds. Provide location, address, and EPA and DOT identification numbers for each transporter to be used under this PROPOSAL. The COUNTY intends that all household and CESQG materials are managed in a manner consistent with comparable materials generated by commercial enterprises regulated under RCRA. Any proposed exemptions to this requirement shall be explained.

- Describe procedures that will be used for determining the most appropriate disposal method for hazardous materials and for ensuring that hazardous materials are only taken to EPA approved disposal facilities. Provide copies of contracts or letters of agreement with EPA approved disposal facilities for all types of hazardous materials that can be expected to be collected at the facility. Provide address, EPA identification number, and telephone number of each primary, secondary, and final disposal facility. Provide name and telephone number for each State regulatory agency that oversees activities at these facilities. For each material-stream, PROPOSAL shall identify a complete history of the material management method from collection to ultimate disposal. Identify all methods of disposal that will be utilized for each waste stream and the percentage of that waste stream given that treatment method (for example, if you propose to recycle latex paint, but your process only allows for recycling of 80% of the paint, indicate the disposal method for the remaining 20%). If treatment is identified as a disposal method, describe the ultimate outlet for the material. PROPOSAL will be rejected if the material history is not clearly and completely identified. No other facilities may be utilized by the PROPOSER during the course of the Contract without expressed, written consent of the COUNTY.
- *Evidence of Transportation, Storage & Disposal /Recycling Techniques:* Please describe the logistics involved for the transportation, storage, and disposal/recycling of HHW from the collection site to respective temporary storage and disposal facilities, to treatment facilities, and to hazardous waste receiving facilities.
  - The COUNTY PHHWF is permitted to store waste up to 365 days from its start accumulation date. The PROPOSER shall describe how often it will transport waste offsite.
- *Safety Performance:* PROPOSER shall provide staff safety certificates for all key personnel listed.
  - Describe procedures that will be used to prepare for emergency, such as a chemical spill, fire, or chemical reaction, including clean-up of accident, and to minimize the possibilities and effects of hazardous materials release, fire, or explosion. Describe the contingency plan that will be developed for response to emergencies at the events. Specifically identify the emergency coordinator who is responsible for directing response measures and reducing adverse impacts of hazardous material releases.
  - Describe the Health and Safety Plan that will be prepared and implemented to meet all applicable requirements of the DOT, EPA, OSHA, and the State of California for establishing protocols necessary to protect all personnel from hazards associated with Temporary Collection Program operations.
  - Describe your firms Health and Safety Program. Include the following information: Describe your firms Health and Safety (H&S) Department (number of H&S staff/ employee, number of full-time H&S staff). Do you have a Health and Safety incentive program? Describe your Health and Safety training program. Describe your procedures for reporting incidents

and accidents and for preventing reoccurrence. Describe your firms schedule for safety meetings, both routine and project specific. Do you have a corrective action process for addressing individual health and safety performance deficiencies? If so, describe this.

- List your firms 2010 OSHA Recordable Case Rate. This should be listed for the firm as well as the division/office responsible for managing this project.
  - *Record Keeping and Manifests:* Describe procedures that will be used to ensure that all manifests, records, and reports are completed and retained according to Federal, State, and local regulations. Specifically describe any manual and/or computer record systems that will be used for these purposes. PROPOSERS are to attach three manifests from other Household Hazardous Waste programs that the PROPOSER operates. Manifests MUST be readable and shall be no more than 18 months old.
    - *Certificates of Disposal:* Certificates of Disposal, destruction, or recycling, are to be sent within 45 days from the date of destruction, maximum 120 days from manifest date of final treatment/ use/ incineration/disposal; to the COUNTY Coordinator. In the event the required documentation has not been received by the COUNTY in the timeframe specified, the PROPOSER will trace the material shipment and advise the COUNTY in writing of the status of the shipment and provide an explanation of the delay.
  - Reuse Program
    - *Evidence of Reuse Technique:* The PROPOSER shall submit a detailed description of its techniques used for separating, and qualifying material for reuse. The success of the Reuse Events is greatly dependent upon the PROPOSER's ability to segregate products that are low hazard, uncontaminated, in original containers with labels intact, at least half full and currently available over the counter. Product will be sorted within the context of the Quality Assurance Plan. Please identify your firm's procedures for sorting reusable products and your anticipated level of reuse (as a percentage of waste collected from the 303 reports attached.)
  - CESQG Program
    - PROPOSER shall provide the COUNTY a copy of sample CESQG participant registration, inventory and payment forms which include business name, address, telephone number, EPA identification number, descriptions of all materials by type and by weight (pounds) use in current operations. Form(s) should include.
  - Senior/Disabled (Door-to-Door) Program
    - Provide COUNTY a copy of a sample Door-to-Door residential receipt that would be given to residents upon pickup of their hazardous materials.
  - Load Check Program
    - Provide COUNTY a description of how landfill load check materials will be handled, and records maintained separately from program waste.
- 3) Demonstrated Competence/Responsibility through Compliance History (15 points)  
Exhibit "D"
- Provide a detailed compliance history presenting information on any violations or enforcement actions within the past five (5) years as well as any

pending/unresolved regulatory issues. Provide a detailed description of all fines, when, and where the violation occurred, what the violation was for and what was done to correct the violation. Include this information for all facilities which will handle waste collected from this Program, through final treatment or disposal, firms involved in this PROPOSAL; including all Transportation Storage and Disposal Facilities (TSDFs), recyclers, transporters and other disposal facilities used by PROPOSER.

- The following questions must be answered in this section of your proposal:
  - Have you ever defaulted on a contract? If yes, where, and why?
  - Has your firm ever been suspended or debarred by any government agency? If yes, please explain.
  - In the past five years, has any claim against your company concerning your company's work on a project been filed in court or arbitration? If yes, please explain.
  - Have you ever been terminated from any project due to a contract dispute or claim filed against your company? If yes, please explain.
- The risk and liability involved in the management of hazardous waste is so great that the COUNTY requires assurance that PROPOSERS are in compliance with all permits for all operations and facilities. PROPOSERS must disclose any compliance orders they are under from any State or the U.S. Environmental Protection Agency (EPA). Description of Operation Plan and Health & Safety Plan for COUNTY PHHWF.
- Provide a sample Health and Safety (HASP) / Emergency Response (ER) Plan for PHHWF

4) Customer References (15 points) Exhibit "E"

Provide three (3) references qualifying you for this project; one reference must from a government agency for similar services. Include a contact name and functioning telephone number. Provide a brief description of services provided.

5) Quality and Completeness of Submitted Proposal (10 points)

6) Alternative/Additional Methods (10 points)

Points will be given to the PROPOSER which demonstrates alternative or additional enhanced services that will be of financial benefit to the COUNTY by way of reducing COUNTY labor costs, administrative oversight or operational costs compared to those currently proposed or in operation; proposals which demonstrate a high level of emphasis on Extended Producer Responsibility (EPR) programs and/or those proposals which demonstrate the highest level of commitment to the environment through the disposal hierarchy of Reuse, Recycling, Fuels, Incineration, then Disposal.

**Q. AWARD PROCESS**

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

## **SECTION IV. TERMS AND CONDITIONS**

### **A. QUALIFICATIONS/INSPECTION**

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

### **B. NON-WAIVER**

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

### **C. FEDERAL, STATE, AND LOCAL LAWS**

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

### **D. GOVERNING LAW**

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

### **E. NON-DISCRIMINATION**

There shall be no discrimination as to race, sex, color, creed, age, or national origin in the operations conducted under any resulting contract.

### **F. PUBLIC AGENCY**

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

### **G. ADDITIONAL PURCHASES**

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

### **H. EXTENSIONS**

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

**I. PRICE ESCALATION**

All prices are firm for a period of two (2) years from the date of award. The Contractor may raise prices in accordance with the Consumer Price Index outlined in the sample agreement, and upon award of either or both allowable one (1) year extensions. The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

**J. INVOICES AND PAYMENT TERMS**

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments. The County will make payment on a Net 30-day basis. The payment shall begin on the date an accurate invoice is submitted and signed uniform hazardous waste manifests or bill of lading are received by County for all waste contained within that invoice. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

**K. COMPLIANCE**

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

**L. DEFAULT**

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

**M. TERMINATION FOR CONVENIENCE**

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**N. CANCELLATION FOR UNAPPROPRIATED FUNDS**

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**O. ASSIGNMENT/TRANSFER/SUBCONTRACTING**

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

**P. F.O.B. POINT**

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

## Q. PROTESTS

The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

### 1) Protest Procedures:

**All protests** shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

- a. The name, address, and telephone number of the Protester;
- b. The signature of the Protester or Protester's representative;
- c. The solicitation title and due date;
- d. Name of County employee designated as the RFP/IFB Coordinator;
- e. Identification of the statute or procedure that is alleged to have been violated;
- f. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
- g. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement  
Yolo County Department of Financial Services  
625 Court St., Ste. 103  
Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

### 2) Protest of RFP Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync.

Notice must be clearly marked "**Notice of Protest of Specifications / Requirements / Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms, or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied, and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

**3) Protest of Disqualification:**

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**". Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

**4) Protest of Award of Contract:**

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "**Notice of Protest of Award of Contract**". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

**SECTION V. INSTRUCTIONS FOR COMPLETION OF PROPOSAL**

**A. SUBMITTING PROPOSALS**

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

**B. REQUIRED PROPOSAL SUBMITTALS**

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

Exhibit "A"	Proposal Transmittal Letter
Exhibit "B"	Proposal Questionnaire
Exhibit "C"	Cost Proposal
Exhibit "D"	Previous Customer Reference Form
Exhibit "E"	Signature Page
Exhibit "F"	Non-Collusion Non-Conflict of Interest Statemen

**C. PROPOSAL CONTENT AND FORMAT**

The Proper(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The format and content of the Proposal are as follows:

1. If provided, use any forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Category of the proposal, Proposal number and Proposer name on every page submitted.
3. All pages must be numbered sequentially.