

REQUEST FOR PROPOSAL

Annual Household Hazardous Waste Event

3-year Contract – July 1, 2020 through June 30, 2022

March 3, 2020

City of Unalaska – Department of Public Utilities – Solid Waste Division
PO Box 610
Unalaska, AK 99685
907-581-1260

The City of Unalaska, Alaska requests qualified individuals and firms with experience in household hazardous waste collection events to submit a quotation for the City's Annual Household Hazardous Waste Event. The Contract resulting from this Request for Proposal will cover the Annual event for City Fiscal Year 21, which runs from July 1, 2020, through June 30, 2021. The Agreement will allow for two (2) mutually agreed upon one (1) year extensions for FY22 and FY23. Event dates are to be determined based upon the availability of the facility, contractor, and City personnel. The proposal should include services to collect, handle, pack, lawfully transport, recycle, reuse, treat, and/or dispose of at a permitted disposal facility of **up to 20 drums and 4 cartons** of household hazardous waste material for the City of Unalaska, Alaska.

Photo of Landfill Site, 1181 Summer Bay Road, Unalaska, AK 99685:



Photo of Baler Facility where HHW Event is held, 1181 Summer Bay Road, Unalaska, AK 99685



Proposals Due:

2:00 p.m. local time on Friday, April 3, 2020

Email to myeeer@ci.unalaska.ak.us and myeeer@ci.unalaska.ak.us and myeeer@ci.unalaska.ak.us

Contract award:

April 15, 2020

The City of Unalaska reserves the right to cancel or reject any and all and to waive any technicalities or irregularities, and to award the Contract based on the highest evaluation and in the best interest of the City of Unalaska.

I. MATERIALS TO BE ACCEPTED

The collection event is scheduled rain or shine. The facility provides convenient access for individuals who are interested in bringing materials for recycling, reuse, treatment, or disposal. The site will provide controlled access to the general public as well as an area where materials can be removed for analysis, inventory, and appropriate handling by the Contractor.

A. Household Hazardous Waste (HHW):

Defined as hazardous by 40 CFR part 261 and regulated as hazardous waste by the United States Environmental Protection Agency (EPA) under Subtitle D to the Resource Conservation and Recovery Act (RCRA) of 1976, 42 U.S.C.SS 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act, 15, U.S.C. 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste, materials, or substances which impose special handling or disposal requirements similar to those required by Subtitle C of RCRA; or

A substance that is either found on one of several lists of hazardous wastes in the federal regulations or exhibits one of the four following hazardous waste characteristics: corrosive (damaging to living tissue); ignitable (catches fire under certain conditions); toxic (causing injury or death if eaten or swallowed); or reactive (capable of causing an explosion).

The City of Unalaska desires to offer a program for the collection, packaging, lawful transportation, recycling, reuse, treatment, and/or disposal at a permitted facility of household hazardous waste (HHW) materials as defined herein from residents throughout the City of Unalaska. It is believed that the disposal of HHW in municipal solid waste (MSW) landfills, sewers, septic systems, groundwater, or other environmentally inappropriate sites poses a potential threat to the public health and safety.

The purpose of the HHW collection program is three-fold:

- 1. To increase the public's awareness as to what constitutes HHW and potential dangers associated with improper disposal of these wastes;
- 2. To educate the public on recycling, reusing, treating, and/or disposing at a permitted facility of HHW; and
- 3. To provide for the safe collection, handling, packing, lawful transportation, recycling, reuse, treatment, and/or disposal (at a permitted facility) of as much HHW as may be collected at the time of the event based on budget and participation.

II. SCOPE OF WORK

A. Tasks:

1. The Contractor shall manage all accepted materials delivered to the site by the general public. This includes providing an appropriate number of qualified chemists, technicians, and staff to lawfully receive, identify, sort, package, label, load, and transport waste accumulated, estimated quantity is 20 drums and 4 cartons, as well as enough general labor to expedite receiving materials during the event. Responsibilities shall include, without limitation, the unloading of materials from the general public's vehicles, identifying the materials delivered, cataloging each item, packaging the material for safe transportation and storage, manifesting the HHW, and

- loading the material into Contractor provided container van for ultimate processing through recycling, reuse, treatment, and/or disposal off-Island.
- 2. The Contractor shall be the "generator" of the HHW from the standpoint of the United States Environmental Protection Agency (EPA) and the Alaska Department of Environmental Conservation (ADEC). The Contractor shall comply with all municipal, state, and federal regulations and laws, ordinances, rules, and regulations. The Contractor shall also obtain, at its own expense, all permits and licenses required by federal, state, or local law or ordinance, rule, or regulation and maintain same in full force and effect. Waste acceptance, ownership, and responsibility for necessary handling, packing, lawful transportation, storage, recycling, beneficial reuse, treatment, and/or disposal of wastes received at the collection site shall pass to the Contractor from the party delivering the acceptable waste at the time that party delivers to the collection event.

B. Mobilization:

The Contractor shall assemble all of the necessary personnel and equipment on the site of the collection effort no later than two hours prior to the start of the event on the day of the collection, so as to be ready to begin the processing of the vehicles bringing the materials.

The City of Unalaska will provide Solid Waste Landfill personnel to assist the Contractor with the collection effort.

C. Site Operations:

- 1. The Contractor shall be responsible for all site operations from the point where the general public vehicles containing the materials move to the unloading area until the general public vehicles leave the unloading area. Upon arrival at the collection point, the Contractor personnel, upon permission, shall open the doors of the vehicle and remove the materials.
- 2. The Contractor shall have sufficient personnel to promptly handle the vehicles, leaving any non-acceptable materials in each vehicle and taking the acceptable materials to an area established for positive identification.
- 3. The collection day will be terminated at the specified time or sooner, at the direction of City personnel, at which time the public will not be allowed to enter the collection area. Contractor is not to accept materials after City of Unalaska staff announces the collection has closed.
- 4. The Contractor will monitor the intake of materials and estimate the volume and costs during the event.
- 5. The Contractor shall load all collected material, clean up, and stow all equipment at the end of the collection event. The Contractor shall ensure that nothing is left behind from the collection effort and shall ensure that the site is in as good or better condition in all respects than it was prior to setup and preparation for the collection event.
- 6. The Contractor shall meet with City personnel onsite to ensure that the site is fully restored to its original condition. No vehicles or equipment shall remain at the collection site overnight after the day of collection without prior approval.

D. Handling, Packaging, Transportation, Reuse, Recycling, Treating, and/or Disposal:

1. The Contractor shall provide equipment, staff, and materials necessary to provide efficient collection and handling of all acceptable wastes received, and shall at all times operate the Collection Site and Facilities in accordance with Applicable Law.

- 2. The Contractor shall be responsible for lawful transportation, recycling, beneficial reuse, fuel blend, treatment, storage, and/or disposal of all wastes received at the collection site and must follow all local, state, and federal regulations with regard to all disposal methods.
- 3. All third party disposal companies must be insured by the primary Contractor.
- 4. The Contractor shall be responsible for all costs and liabilities associated with a spill or accident if it occurs during loading and transition to the treatment center from the time of entering the property to completion, both on City property and private property.
- 5. The Contractor shall work under the immediate supervision of the City of Unalaska.
- 6. In the unanticipated event any residual materials are left at the collection site after the event, Contractor agrees to pick up and dispose of materials properly.

E. Record of Operations:

A post-event site report shall be prepared and submitted to the City. The site report shall include, but is not limited to, the following:

- 1. The quantities in units and number of drums of all waste received itemized by the waste type. Drum counts shall indicate the packing method (i.e., loose packed, Lab-Packed, or bulked) and Recycling, Beneficial Reuse, or Disposal method for each drum
- 2. Lab-Packed drums shall indicate the actual weight of waste contained in each drum, the average weight of waste per drum for each waste type, and the cumulative average weight of waste per drum for each waste type.
- A report of the complaints received by the Contractor in connection with the Contractor's operations under the Contract, with a summary of the Contractor's response to the complaints, if any.
- 4. An account of any extraordinary occurrences, accidents, or emergencies that arose during the collection event.
- 5. The Contractor shall provide written documentation (i.e., recycling certificate or other tracking documentation) of the ultimate reuse, recycling, treatment, and/or permitted approved disposal facilities, for materials collected at the collection event, of items by the waste type. The contractor shall also verify that all hazardous substances collected are disposed in a manner that constitutes strict adherence with EPA regulations.

F. Recordkeeping, Administration, and Reporting:

- 1. The Contractor shall add the City of Unalaska and employees as additional insured with waiver of subrogation for workers' compensation.
- 2. The Contractor shall issue a copy of the shipping manifest immediately following the event, a copy of which will be reviewed by City personnel and which shall be submitted with the Invoice to the City.
- 3. The Contractor shall complete and submit the "Record of Operations" within thirty (30) calendar days after the event date, due before any payment of invoices.
- 4. The invoice shall be sent to apinv@ci.unalaska.ak.us.

G. City of Unalaska Furnished Property/Services:

The City of Unalaska will furnish additional personnel at the collection site to assist the Contractor with the event, and will handle advertising, scheduling, site location, and provide signage to direct traffic to the site. The City will also notify the Department of Public Safety before the event.

III. INDEMNITY AND INSURANCE

A. Independent Contractor:

The Contractor is an independent Contractor. The Contractor, its officers, agents, or employees are not considered employees of the City of Unalaska for any purpose. The Contractor shall be responsible for all federal and local tax, industrial insurance, and Social Security liability that my result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a City of Unalaska employee under state law.

B. Indemnification:

The City of Unalaska assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees, and/or others by reason of the Contract. The Contractor shall protect, indemnify, and hold harmless the City of Unalaska and its officers, agents, and employees for an d against any and all claims, costs and/or loses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by contractor employees or other suppliers in connection with or in support of the performance of the Contract.

The Contractor further agrees that it is financially responsible for and will repay the City of Unalaska all indicated amounts following an audit examination which reveals errors due to the negligence, intentional act, and/or failure for any reason to comply with the terms of the Contract by the Contractor, its officers, employees, agents, and/or representative. The Contractor shall protect, defend, indemnify, and hold harmless the City of Unalaska, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees or agents.

C. Insurance

- During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in these requirements. Such coverage shall be with an insurance company rated "Excellent" or "Superior" by A. M. Best Company, or a company specifically approved by the City's Risk Manager.
- 2. The Contractor shall carry and maintain throughout the life of this contract, at its own expense, insurance not less than the amounts and coverage herein specified, and the City of Unalaska, its employees and agents shall be named as additional insured under the insurance coverage so specified and where allowed, with respect to the performance of the work. There shall be no right of subrogation against the City or its agents performing work in connection with the work, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with companies acceptable to the City of Unalaska, and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy relative to this project shall become effective except upon 30 days prior written notice thereof to the City of Unalaska.
- 3. Prior to commencement of the work, the contractor shall furnish certificates to the City of Unalaska, in duplicate, evidencing that the Insurance policy provisions required hereunder are in

- force. Acceptance by the City of Unalaska of deficient evidence does not constitute a waiver of contract requirements.
- 4. The contractor shall furnish the City of Unalaska with certified copies of policies upon request. The minimum coverages and limits required are as follows:
 - a. Workers' Compensation insurance in accordance with the statutory coverages required by the State of Alaska and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, Maritime and the Outer Continental Shelf's Land Act.
 - b. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
 - c. Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
 - d. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
 - e. If work involves use of aircraft, Aircraft Liability insurance covering all owned and non-owned aircraft with a per occurrence limit of not less than \$1,000,000.
 - f. If work involves use of watercraft, Protection and Indemnity insurance with limits not less than \$1,000,000 per occurrence.
 - g. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The City of Unalaska has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.
- 5. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers, or the contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expense.
- 6. All insurance policies as described above are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the contractor agrees to maintain "claims made" coverage for a minimum of two years after project completion.
- 7. If the contractor employs subcontractors to perform any work hereunder, the contractor agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any work hereunder, policies of insurance which comply with the requirements as set forth in this section and to furnish copies thereof to the City of Unalaska. This requirement is applicable to subcontractors of any tier.

IV. PROPOSAL INSTRUCTIONS:

A. Submitting Proposals:

- 1. The Contractor must provide a brief description of the firm and its specific expertise in collecting and recycling the proposed materials. List three (3) references of similar events it was employed to conduct within the last five (5) years, with contact information for the program manager.
- 2. The Contractor must provide a narrative of the process and procedures describing the method of handling the materials at the site and how the various items will be inventoried and manifested. Include a typical event set up plan.
- 3. The Contractor must provide a Contingency Plan to include the following elements:
 - a. Describe provisions for the prevention of environmental contamination, the management and cleanup necessary, the prevention of explosions, fire, or the release of toxic or hazardous substance. Include provisions on protecting storm water drains.
 - b. Describe how the following will be handled: unknown wastes, inclement weather, spills of hazardous waste, and accidents.
 - c. Provide a typical or generic site health and safety plan. Designate a Health and Safety Office to oversee the Health and Safety Plan.
 - d. List all emergency equipment and supplies proposed to bring to or provide at the site. List the names and telephone numbers of local emergency agencies, and the City of Unalaska, State, and Federal agencies that must be contacted in the event of a fire, spill, or other release at the collection site.
 - e. List all of the equipment and/or supplies the Contractor requires or expects the City of Unalaska and other public and private agencies to bring to or provide at the site.
 - f. Describe provisions for material that could be dropped off after the closure of the event.
- 4. Proposals shall not exceed a total of ten (10) pages, inclusive of all sheets unless otherwise indicated. Pages are to be numbered. **Proposals may not be scored if they exceed the page limitation.**
- 5. Responses should be submitted electronically as PDF documents.
- 6. Contractor must submit the following forms (not counted against the 10 page maximum) in a separate email with the subject "pricing enclosed":
 - a. Pricing as set forth in Attachment A.
 - b. Certificate of Insurance.

B. Qualifications and Experience:

The Contractor shall demonstrate that it has substantial expertise in all areas relating to the collection, handling, packing, lawfully transporting, recycling, reusing, treating, and/or disposal at an approved facility of materials.

C. Expenses of Preparing Responses to this RFP:

The City of Unalaska accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders. All information submitted in your response to this RFP shall be subject to the Freedom of Information Act and shall not be deemed to be confidential unless otherwise stated in the submission by reference to a specific provisions that apply as specific exceptions to the Freedom of Information Act.

V. EVALUATION CRITERA:

The factors to be evaluated and the percentages for each are as follows:

Professional Qualifications	40 %
Experience and References	30 %
Narrative	30 %

The evaluation of Attributes will result in ranked proposals. Pricing will then be added to the scoring calculation to determine the best overall cost and proposal combination.

Attachment "A"

TASK	DESCRIPTION	QTY	U/M	UNIT PRICE	TOTAL
1.0	MOBILIZATION	11	LS		
2.0	COLLECTION, SHIPPING, AND DISPOSAL				
2.1	COST FOR UP TO 20 DRUMS & 4 CARTONS	11	LS		
2.2	ADDITIONAL 4 CARTON & 25 DRUMS (Up to 4 Cartons and 25 Drums If Needed)	1	EA		
		TOTAL			