

Department of Procurement and
Contract Compliance

REQUEST FOR PROPOSAL



RFP 41212
For
“Household Hazardous Waste Collection”

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Article I. General Information

Section 1.01 Method of Source Selection

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code and Regulations allows for the use of Competitive Sealed Proposals (RFP) process when it is determined that that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government by the Procurement Department as permitted.

Section 1.02 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Public Works is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of assisting with the collection, transportation and disposal of household hazardous materials from the U.G permanent HHW site, with pickup of hazardous wastes that may have been illegally dumped throughout the Community, and with collection, disposal and transportation of HHW by various U.G. departments such as the Police and/or Fire Departments.

Offerors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. However, this encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County, including, through county programs, residents of Wyandotte County's unincorporated areas and the three cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan area with a population of approximately 2.1 million. For clarity, the cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

Section 1.04 Required Review

Offerors should carefully review this solicitation to fully understand the scope of work and for defects and questionable or objectionable matter. Comments or questions concerning this RFP must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

Section 1.05 Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision of award of contract. The written communication must list the specific areas of protest and suggested remedies. Only timely protests or appeals will be considered, and the decision of the Purchasing Director on any protest or appeal shall be final binding with no further appeal.

Section 1.06 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax 913-573-5444 or email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins, thouchins@wycokck.org Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be followed up in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will determine the appropriate method to be used.

Section 1.07 Amendments & Addendums

Amendments and addenda will be issued to offerors known to have the Request for Proposal and will also be made by available publicly on the Unified Government’s website at least three (3) days prior to the due date of the RFPs.

Section 1.08 Alternate Proposals

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section 1.09 Implied Requirements

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. It will be in the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request For Proposal, but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

Section 1.10 Project Timetable & Contract Term

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Issue RFP:	February 13, 2025
Pre-proposal conference:	February 25, 2025 at 1:30pm
Last day for Questions:	February 28, 2025 at 11:00am CST
Proposals Due:	March 13, 2025 at 2:00pm CST
Proposal Evaluation Committee completes evaluation:	TBD
Notice of Award:	TBD
Contract Start	TBD

The length of the contract shall be a ten year contract. The first year of the contract will be for the calendary year of 2025. Each contract year thereafter will be from January 1 through December 31.

Prices shall remain fixed and firm based upon the original bid for the first year of the contract. Years 2 thru 10 will be subject to adjustment by mutal agreement by both parties on a fixed price adjustment. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 29-200(Cost or Pricing Data) of the Unified Government of Wyandotte County/Kansas City, Kansas Procurement Code.

During the term contract, the Unified Government may request additional services not anticipated at contract inception. If the Unified Government makes such a request for additional services, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

Section 1.11 Location of Work

There will be various locations in which services will be provided for household hazardous waste materials.

First, the work is to be performed at the Unified Government's premanent household hazardous waste site located at the U.G. Environmental Services plant at 2443S 88th Street, Kansas City, Kansas.

Second, the contractor may be called to various locations throughout Wyandotte County, Kansas to assist with the emergency pickup of illegally dumped materials.

Third, the contractor may need to go to various departments such as the Fire and/or Police Department to pickup household hazardous waste stored in various Unified Government facilities.

Section 1.12 Proposals and Presentation Costs

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act, K.S.A. 45-215 *et seq.*, requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer, in consultation with the Legal Department of the Unified Government agrees, in writing, to do so subject to the Kansas Open Records Act requirement. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for requesting confidentiality.

Section 1.14 Cooperative Procurement

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of that governmental entities and the Unified Government bears no financial responsibility for any payments due the contractor by any such governmental entities that chose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

Section 1.15 Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this

Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.16 Determination of Responsibility

Per § 29-198 (Responsibility of bidders and offerors), of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

Section 1.17 Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this Request For Proposal.

Section 1.18 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.19 Award

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section 1.05.

Section 1.20 Notification of Award

Written notice of award shall be sent to the successful Offeror.

- The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:
- Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*)
- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form can be requested **from the Procurement Department**).
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- Come into compliance with Article XI of the Procurement Code regarding compliance with State and Federal anti-discrimination laws.

Contact the Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5465 for information regarding compliance requirements.”

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Contactor Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (*Form will be provided by the Unified Government*).

Section 1.21 *Right to Reject Proposals*

The Unified Government reserves the right to accept or reject any proposals or alternate proposals. Offerors must comply with all of the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute an unacceptable reservation against a requirement or provision,

If no offerors meet all the mandatory requirements of the Request for Proposals, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised scope through a subsequent Request for Proposals at a later date, or may choose to negotiate with those submitting proposals.

Section 1.22 *Mistakes in Proposals Discovered Prior to Award*

At any time prior to the specified date and time for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals or of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by Offeror, and submitted prior to the proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals, mistakes in proposals may only be corrected and accepted as an intended correct offer in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Section 1.23 *Mistakes in Proposals Discovered after Award*

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Section 1.24 *Ownership of Reports, Drawings, Specifications, etc.*

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall become the Unified Government upon finalization.

Article II. Standard Proposal Information

Section 2.01 *Authorized Signature*

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Section 2.02 *Pre-Proposal Conference/Site Visit*

A pre-proposal conference will be held at 1:30pm to 3:00pm, CST, On February 25, 2025 in the Public Works East conference room on the 7th floor of the City Hall Building at 701 N 7th Street, Kansas City, Kansas. The conference will allow offerors an open time period for an in-person meeting to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

Section 2.03 *Site Inspection*

The Unified Government may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

Section 2.04 *Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request For Proposal or that diminish the Unified Government's rights under any contract resulting from the Request For Proposal, whether provided by the contract or by Kansas Statue, shall be null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the Request For Proposal, the term or condition of the Request For Proposal will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Section 2.05 *Discussions with Offerors*

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the Request For Proposal and proposal. Discussions will be limited to specific sections of the Request For Proposal identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a

result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held.

Offerors with a disability needing accommodation during the discussion process should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.06 *Prior Experience*

In order for their offers to be considered responsive, offerors must meet these minimum prior experience requirements:

- Experience with planning and organization of household hazardous waste events.
- Appropriate certifications to implement sorting, identifying, packaging, transporting and disposing of household hazardous waste identified by the Unified Government.
- Adequate certified trained and experience technicians, chemist, employees, and supervision.
- Experienced staff to label, manifest, load, transport and dispose of household hazardous wastes as identified by the Unified Government.
- Experience with treatment, storage, transportation, and disposal facilities for household hazardous waste.
- Experience and capacity to package and remove household hazardous waste on the same day as collection days are held at the permanent facility.
- Experience and capacity to collect and remove household hazardous waste from illegal dumping sites located within communities or at specific U.G. buildings.
- Experienced personnel to provide required reports.
- Experienced with working with 10 household hazardous waste events.

A offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Section 2.07 *Evaluation of Proposals*

The procurement officer, or an evaluation committee made up of the procurement officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this Request For Proposal.

Section 2.08 *Contract Negotiations*

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The offeror will be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

Section 2.09 *Failure to Negotiate*

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

Article III. Standard Contract Information

Section 3.01 *Contract Type*

Fixed Price With Adjustment

This contract shall be a ten year contract. The first year of the contract will be for the calendar year of 2025. Each contract year thereafter will be from January 1 through December 31.

Prices shall remain fixed and firm based upon the original bid for the first year of the contract. Years 2 through 10 will be subject to adjustment by mutual agreement by both parties on a fixed price adjustment based on current Consumer Pricing Index. The contract shall provide cost or pricing data for any price adjustments subject to the provisions of Section 29-200 (Cost or Pricing Data) of the Unified Government of Wyandotte County/Kansas City, Kansas Procurement Code.

Section 3.02 *Contract Approval*

This Request For Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the resulting contract under the Request for Proposals is approved by the Unified Government County Administrator, or the Administrator's designate. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 *Proposal as a Part of the Contract*

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Section 3.04 *Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request For Proposal and will not affect the

proposal evaluations. Additionally, the Unified Governments’s General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government’s General Conditions unless otherwise noted in the Offeror’s proposal. It is the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

Section 3.05 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. Offeror’s failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Insurance Requirements

Upon award of this contract, the successful Offeror shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior any modification, cancellation, non-renewal or other change in coverage. The successful offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the Contractor to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The successful Offeror shall agree to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the Contractor’s negligence arising out of performance by the Contractor of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

Coverage:

Limits of Liability:

Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$1,000,000 per occurrence
Errors and Omissions	\$1,000,000
Commercial General Liability (CGL)	\$2,000,000
Environmental Liability/Pollution Liability	\$2,000,000

1. Provide proof of an MCS-90 transportation license and endorsement on the auto policy.
2. The “additional insured” provisions of the insurance policy shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas shall be named as additional insured with respect to the work performed for the contract(s): Request For Proposal #R41212 Household Hazardous Waste Collection.
3. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.
4. Provide Request for Proposal number and the title in the “miscellaneous” are of certificate and address all certificates to the Uni to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

Section 3.06 Bid Bond - Performance Bond

(a) Bid Bond

Offerors must obtain a bid bond and submit it with their proposal. The amount of the bid bond for this contract is **\$5,000.00**. If an offeror is selected to receive the contract and fails to negotiate, or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Unified Government. The time limit for negotiation or delivery of a contract is fourteen days from the date the offeror receives notice from the procurement officer. Proposals submitted without a bid bond will be rejected.

(b) Performance Bond

Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with their proposal. The amount of the performance bond must be for \$30,000.00. If the contractor fails to satisfactorily perform the contract the bonding company which provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the Unified Government within thirty days of the date of award of the contract. An offeror's failure to provide the performance bond within the required time will cause the Unified Government to reject the proposal.

Section 3.07 Proposed Payment Procedures

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the Unified Government project point of contact.

Section 3.08 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Unified Government. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

Section 3.09 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the Unified Government project point of contact and/or designee. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.10 Contract Changes - Unanticipated Amendments

During the course of this contract, the Offeror may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Unified Government point of contact for the project will provide the successful offeror a written description of the additional work and request a time schedule and a schedule of hourly rates for the additional work that may be requested. Cost and pricing data must be provided to justify the cost of such amendments.

Successful offeror will not commence additional work until the Unified Government project point of contact has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

GENERAL CONDITIONS

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

1. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and "_____", hereinafter called "Contractor."
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications,

bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.
10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
11. **Equal Opportunity and Affirmative Action.**
 - a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
 - b. CONTRACTOR will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
 - c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

12. Representations.

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
15. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
16. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

18. **Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

19. **Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft and final reports and other documentation, including machine readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Article V. Background Information

Section 5.01 Background Information

Background information concerning this project is as follows:

Most of the work that will be done by this RFP will occur at the HHW permanent collection site located at 2443 South 88th Street Kansas City, Kansas. The site will be open on the 3rd Saturday of each month from April through October, between the hours of 8:30am and 1:00pm for the public.

The waste materials will be transported to the above Unified Government disposal site by individual residents. The collection process will use a drive-up system. Individual cars transporting household hazardous waste in their trunks will be directed to sorting tables, 1) paint, oil, batteries, oil filters and antifreeze; and 2) other more hazardous chemicals defined as household hazardous waste, where they will be unloaded.

The project will be advertised through a series of public service announcements, such as the neighborhood newsletters and local newspapers. The purpose of this project is to provide the residents within the service area with a safe disposal option for household hazardous chemicals.

There will be occasional instances in which household hazardous waste materials will need to be picked up at various locations in Wyandotte County as a result of illegal dumping. In addition, there may be cases with collection, transportation, and disposal of HHW by various U.G. departments such as the Police and Fire Departments located in U.G. facilities.

Article VI. Project Scope

Section 6.01 Scope of Work

The Unified Government of Wyandotte County/Kansas City, Kansas is seeking professional services of a waste material contractor for the collection, transportation and disposal of Household Hazardous Waste (HHW). The successful contractor shall assist the Unified Government staff in the collection, segregation and packaging of HHW. The Contractor shall be responsible for the transportation and disposal of the HHW collected at the Household Hazardous Waste Collection Site as well as for collection, transportation and disposal of HHW from illegal dumping sites in Wyandotte County identified by the Unified Government, and collection, transportation and disposal of HHW from various U.G. departments such as Fire and/or Police.

Services at U.G. Permanent Site located at 2443 S. 88th Street, KCK:

- A. The Contractor shall provide all materials, supervisory labor, tools, equipment, expertise, insurance, licenses, and permits necessary to classify, sort, containerize, inventory, manifest, label and transport drums of household hazardous waste and be responsible for final disposition of such waste at approved facilities, consisting of containers of pesticides, flammable liquids, flammable gas, acids, alkaline, poisons, oxidizers, flammable solids, organic peroxide, metallic mercury, and other household hazardous wastes.
- B. U.G. personnel will bulk containers of oil-based paint, halogenated solvents, and non-halogenated solvents. Each waste category will be bulked separately. The Contractor shall provide all materials, supervisory labor, tools, equipment, expertise, insurance and permits necessary to inventory, manifest, label and transport drums of hazardous waste and be responsible for final disposition of such waste at approved facilities, consisting of drums of oil-based paint, halogenated solvents, and non-halogenated solvents.
- C. At the Unified Government's option, the Contractor will provide tours of their Treatment, Storage, Disposal Facilities (TSDF) in which the collected waste will be taken for treatment, fuel blending, recycling, or disposal by means of incineration, for at least two U.G. employees in order to evaluate the facilities methods of operation.
- D. **Reports.** Contractor will provide copies of all manifests and all other documents to the Solid Waste Coordinator or his designee prior to the date of waste shipment from the site. Contractor will submit a monthly report within 4 weeks of the end of each month in which an event is held. Contractor will submit a final report along with a yearly report within 6 weeks of the date of final waste shipment from the site for the year. Extensions may be granted only with the prior approval of the Solid Waste Coordinator. Contractor will provide reports tabulating the disposition of all materials accepted. Reports shall include

the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists.

Collection, transportation and disposal of HHW from illegal dumping sites in Wyandotte County.

- A. The Contractor shall provide all materials, labor, tools, equipment, expertise, insurance, licenses, and permits necessary to collect, classify, sort, containerize, inventory, manifest, label and transport containers of household hazardous waste from illegal dumping sites that occur throughout Wyandotte County, Kansas and be responsible for final disposition of such waste at approved facilities, consisting of containers of pesticides, flammable liquids, flammable gas, acids, alkaline, poisons, oxidizers, flammable solids, organic peroxide, metallic mercury, and other household hazardous wastes. The responsible Unified Government department will notify the contractor of the location of the waste to be picked up. The contractor shall bill this Unified Government Department who requested the cleanup of the illegal dumping.
- B. Reports. Contractor will provide copies of all manifests and all other documents to the Solid Waste Coordinator of all locations in which the Unified Government has had the Contractor pickup, transport and dispose of household hazardous waste that is illegally dumped in Wyandotte County. For the report purposes, Contractor will identify the Department who requested the services, each site, quantities gathered of each product per site, transportation method, and disposal method for each product per site. Contractor will submit a monthly report within 4 weeks of the end of each month in which there is activity. Contractor will submit a yearly report within 4 weeks of the end of each calendar year. Extensions may be granted only with the prior approval of the Solid Waste Coordinator. Contractor will provide reports tabulating the disposition of all materials accepted. If applicable, reports shall include the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists.

Collection, transportation and disposal of HHW from various U. G. Departments.

- A. The Contractor shall provide all materials, labor, tools, equipment, expertise, insurance, licenses, and permits necessary to collect, classify, sort, containerize, inventory, manifest, label and transport containers of household hazardous waste from various U.G. departments such as Fire and/or Police and be responsible for final disposition of such waste at approved facilities, consisting of containers of pesticides, flammable liquids, flammable gas, acids, alkaline, poisons, oxidizers, flammable solids, organic peroxide, metallic mercury, and other household hazardous wastes. The applicable Unified Government department will notify the contractor of the location of the waste to be picked up, and the contractor shall bill this Unified Government Department who had possession of the household hazardous waste to properly dispose of these materials.
- B. Reports. Contractor will provide copies of all manifests and all other documents to the Solid Waste Coordinator of all locations in which the Unified Government has had the Contractor pickup, transport and dispose of household hazardous waste that is from various U.G. Departments. For the report purposes, Contractor will identify the Department who requested the services, each site, quantities gathered of each product per site, transportation method, and disposal method for each product per site. Contractor will submit a monthly report within 4 weeks of the end of each month

in which there is activity. Contractor will submit a yearly report within 4 weeks of the end of each calendar year. Extensions may be granted only with the prior approval of the Solid Waste Coordinator. Contractor will provide reports tabulating the disposition of all materials accepted. If applicable, reports shall include the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists.

Management Plan

In order for the Unified Government to technically qualify a Contractor, all Contractors are requested to submit or provide the following information:

- A. Site Set-up - Contractors are requested to submit a diagram using the existing facility layout. The diagram should include traffic flow, positioning of tents, fire protection equipment, spill and other safety equipment. A detailed description of site activities including the receipt, segregation, packaging, testing loading etc., should be attached to the diagram. Please indicate organizational structure and staffing levels projected (chemist and technicians) for the Permanent Household Hazardous Waste Site. These staffing levels should coincide with the waste removal schedule outlined in Cost Worksheet for Permanent Facility, Illegal Dumping Sites. & U.G. Departments. (See attachments for map).
- B. On-site Equipment List - Contractors are requested to provide a list of on-site equipment that should be available at the collection site and provide the items which are not supplied by the Unified Government. The list should include all fire prevention, safety, personal protective equipment and other equipment as the contractor deems suitable or necessary to successfully complete this project.
- C. Spill and Fire Prevention Plan - The Contractors are requested to review and evaluate the present spill prevention and fire prevention plans tailored to the on-site activities at the permanent site. (see attachments)
- D. Contingency Action Plan - Contractors are requested to review and evaluate the format for the contingency action plan and review and evaluate notification procedures to the participants of on-site emergencies and evacuation of the participants in the case of an on site emergency. (see attachments)
- E. Flammable Bulking Procedures - Since flammable solvents and/or paints may be bulked at the site, the Contractor is requested to review the Standard Operating Procedure (SOP) for bulking flammable liquids at the site. (see attachments)
- F. Contractor Employee Training - Contractors are requested to provide a detailed training outline appropriate to each class of employee on the site and differentiate between the training levels. For example, Chemists versus, Technician versus Laborer. The role of each position during the on-site collection activities should be outlined.
- G. Employee Experience - Contractors are requested to provide a listing of the names of the employees that will be involved in the project, their Degree, certification level and approximate number of hours of field work that each of the employees has performed.

- H. Related Project Experience - All Contractors are requested to provide a list of at least ten (10) household hazardous waste events that were operated by your Company. The list should include names, contact names and telephone numbers of the contact person.
- I. Reference Letters - Contractors are requested to provide at least three (3) letters of reference from individuals responsible for household hazardous waste events and/or clean-sweep type of events performed.
- J. Transportation and Disposal Facility Lists - Contractors are requested to provide a complete listing of treatment, storage, transfer, transportation and disposal facilities which may be utilized throughout the course of this project. The transportation and disposal facilities should list the location, contact, telephone and Federal EPA I.D. Number of each facility. The Unified Government will be considered the Generator. The Contractor will provide tours of any or all of the above said facilities upon the Unified Government's request.
- K. Firm Information-How long has the firm been in business? Is the firm financially set so that they can deliver on the proposal for the full length of the term of services desired? In similar projects implemented, does the firm have any violations, citations, or pending litigation?

DELEGATION OF DUTIES.

The following responsibilities will be applicable, as indicated, for the selected Contractor and U.G.:

A. Contractor Responsibilities

1. Planning and assistance - provide experienced and trained staff to assist the U.G. in the execution of the project.
2. Mobilize/Demobilize labor and equipment necessary to perform the project.
3. Provide labor to direct the segregation, classification and packaging of HHW.
4. Provide labor to label, manifest, load, transport and dispose of HHW collected at the Household Hazardous Waste Site, at various sites identified by the Unified Government throughout Wyandotte County in which Household Hazardous Waste is illegally dumped, and at various U.G. Department buildings.
5. Provide supplies and equipment necessary to perform the project including, but not limited to, personal protective equipment, trucks, safety equipment, drums, absorbent, tables and chairs for packaging areas. Waste minimization efforts, i.e. Supply a can crusher unit for paint cans.
6. Site Cleanup.
7. The selected contractor is expected to have packaged and removed household hazardous waste off the site on the same day as the event. Please Note: The Contractor staffing and ideas for expediting the movement and removal of the household hazardous waste on the same day as the event will be a major component of the evaluation of the proposal.

8. In order to protect the Unified Government from liabilities associated with the on-site activities, transportation and inherent CERCLA liabilities involving disposal, the Contractor should supply their own labor and transportation. It is preferred that the Contractor own their EPA permitted disposal, fuel blending, or recycling facility as to expedite the removal and disposal, fuel blending, or recycling process. Companies which can internalize all supervisory labor, packaging, transportation and disposal services will be highly favored in the proposal evaluation process. The Unified Government will evaluate and award the project based on the technical proposal and contractor's ability to insure.

B. Unified Government's Responsibilities

1. Traffic control.
2. Surveys.
3. Tents.
4. Roll-off boxes.
5. Household Hazardous Waste Collection Site.
6. Provide Unified Government Employees to pre-sort and remove paint, oil, batteries, antifreeze, oil filters, and tires.
7. Movement of paints to a central location.

Cost Proposal

Contractors are requested to complete the attached cost proposals as outlined. The services that shall be requested from the Contractor, which will give them a more comprehensive idea of how their quote should be established, are outlined as follows:

A. Scope of Proposal:

1. Planning and Assistance - The Contractor shall, at the request of the Unified Government, provide staff experienced or trained to the satisfaction of the Unified Government to attend meetings with Unified Government to review proposed collection site procedures, or otherwise assist Unified Government staff in planning the collection project.
2. Mobilization and Demobilization - The cost of this section should include the movement of your projected team size plus supplies and equipment to and from the collection facility.
3. On-Site Labor - Contractor should provide the cost of on-site labor on a per hour basis for Chemists and Technicians.
4. Disposal, Transportation, and Supplies - Contractor should provide a price per container size requested (unless otherwise indicated) for transportation and disposal of the household hazardous waste. This disposal price should include supplies such as drums, adsorbent, labels manifests, etc.
5. All lab pack waste will be weighed by the contractor prior to packaging. The resultant weight will be considered the "net weight". (This excludes the drum and absorbent weight). Please keep this in mind when formulating your bid prices.

6. Illegally dumped household hazardous waste at sites identified by UG- Contractor should provide a price for the pickup, transportation and disposal of illegally dumped items at locations in Wyandotte County identified by the Unified Government. Contractor should indicate if the price quoted for disposal of materials calculated for the HHW permanent site will be those prices charged for disposal of items resulting from illegal dump sites. If not please specify what the charges will be and give bids for smaller quantities if deemed appropriate.

7. Quantities of HHW at various sites within the Unified Government such as the Police and Fire Departments. In these situations, the HHW will generally be located at specific buildings for storage by UG departments. Contractor should indicate if the price quoted for disposal of materials calculated for the HHW permanent site will be those prices charged for disposal of items stored in U.G. facilities. If not please specify what the charges will be and give bids for smaller quantities if deemed appropriate.

B. BID CONDITIONS

1. It is preferred that the contractor own all of the disposal, fuel blending, or recycling facilities in which the waste is to be disposed or treated.

2. The preferred method of waste disposal is recycling, then fuel blending, then RCRA incineration.

C. COST WORKSHEET FOR PERMANENT SITE: (Must complete)

Item	Unit	Unit Cost
1. Planning & Assistance to UG	# Staff/\$ per hr.	\$
2. Mobilization & Demobilization. (7 events per year)	Per event	\$
3. On-Site Labor		
Chemist (Number required)=	Per hour	\$
Technician (Number required)=	Per Hour	\$
4. Analysis		
Per unknown lab pack container < 5 gallons	Per Test	\$
Fuel Blend Analysis	Per Waste Stream	\$
Full Analysis	Per Waste Stream	\$
TCLP Analysis	Per Waste Stream	\$

D. Cost Worksheet for Disposal Costs for Permanent Site: (Must complete)

Type Waste	Packing Method	Treatment	Drum Size	Drum Price	Unit Price
Flammable/non-pesticide aerosols	Loosepack	Fuel blend	55 gal.		
Flammable/non-pesticide aerosols	Loosepack	Fuel Blend	6 gal.		
Corrosive & pesticide aerosols	Loosepack	Incineration	55 gal.		
Corrosive & pesticide aerosols	Loosepack	Fuel Blend	55 gal.		
Flammable liquids (<10% sludge)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB<50 PPM)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB>50 PPM)	Bulk	Incineration	55 gal.		
Paint-related material (screwcap)	Bulk	Fuel Blend	55 gal		
Paint-related material (screwcap)	Bulk	Fuel Blend	Tubskid		
Flammable Liquids, Toxic	Labpack	Incineration	55 gal.		
Flammable Liquids, Toxic	Labpack	Incineration	6 gal.		
Flammable Solids	Labpack	Fuel Blend	55 gal.		
Flammable Solids	Labpack	Fuel Blend	6 gal.		
Spontaneously Combustible	Labpack	Incineration	55 gal		
Spontaneously Combustible	Labpack	Incineration	6 gal.		
Water Reactive	Labpack	Incineration	55 gal.		
Water Reactive	Labpack	Incineration	6 gal.		
Oxidizers	Labpack	Treatment	55 gal.		
Oxidizers	Labpack	Treatment	6 gal.		
Organic Peroxide	Labpack	Treatment	55 gal.		
Organic Peroxide	Labpack	Treatment	6 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	55 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	6 gal.		
Toxic Solids	Labpack	Incineration	55 gal.		
Toxic Solids	Labpack	Incineration	6 gal.		
Corrosive Acids	Labpack	Neutralize	55 gal.		
Corrosive Acids	Labpack	Neutralize	6 gal.		
Corrosive Caustics	Labpack	Neutralize	55 gal.		
Corrosive Caustics	Labpack	Neutralize	6 gal.		
Mercury Debris	Labpack	Retort	55 gal.		
Mercury Debris	Labpack	Retort	6 gal.		
Alkaline Batteries	Loosepack	Landfill	55 gal.		

Alkaline Batteries	Loosepack	Landfill	6 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	55 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	6 gal.		
Mercury Batteries	Loosepack	Recycle	55 gal.		
Mercury Batteries	Loosepack	Recycle	6 gal.		
Lead Acid Batteries	Loosepack	Recycle	Skid		
Helium Cylinders	Comp G	Incineration	CY		
Freon	Comp G	Incineration	CY		
PCB Ballasts	Loosepack	Landfill	55 gal.		
PCB Ballasts	Loosepack	Landfill	6 gal.		
Latex Paint- Non-recyclable	Bulk	Landfill	55 gal.		
Latex Paint- Non-recyclable	Loosepack	Landfill	55 gal.		
Latex Paint- Non-recyclable	Loosepack	Landfill	Tubskid		
Automotive oil (<25% sludge, <50ppm PCB)	Bulk	Fuel Blend	Tote		
Automotive Oil (Spec.)	Bulk	Fuel Blend	55 gal.		
Antifreeze (>50% ethylene glycol)	Bulk	Recycle	55 gal.		
Antifreeze (<50% ethylene glycol)	Bulk	Incineration	55 gal.		
Fluorescent Tubes (crushed)	Bulk	Landfill	55 gal.		
Fluorescent Tubes (whole)	Loosepack	Recycle	Box		

E. Cost Worksheet for Illegal Dumping Sites (Must complete)

Item	Unit	Unit Cost
1. Labor Costs for pickup	Per hour	
2. Transportation for pickup	(specify)	
3. Lab Analysis		
Unknown lab pack container < 5 gallons	Per Test	\$
Fuel Blend Analysis	Per Waste Stream	\$
Full Analysis	Per Waste Stream	\$
TCLP Analysis	Per Waste Stream	\$
4. Supplies (attach extra sheet if necessary)		\$
		\$
		\$
		\$
5. Disposal Costs: Is it the same as Table D? If not complete the next table F.		

**F. Cost Worksheet for Disposal Costs for Illegal Dumping Sites.
(Only complete if different than quotes for Permanent Facility in Table D)**

Type Waste	Packing Method	Treatment	Drum Size	Drum Price	Unit Price
Flammable/non-pesticide aerosols	Loosepack	Fuel blend	55 gal.		
Flammable/non-pesticide aerosols	Loosepack	Fuel Blend	6 gal.		
Corrosive & pesticide aerosols	Loosepack	Incineration	55 gal.		
Corrosive & pesticide aerosols	Loosepack	Fuel Blend	55 gal.		
Flammable liquids (<10% sludge)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB<50 PPM)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB>50 PPM)	Bulk	Incineration	55 gal.		
Paint-related material (screwcap)	Bulk	Fuel Blend	55 gal		
Paint-related material (screwcap)	Bulk	Fuel Blend	Tubskid		
Flammable Liquids, Toxic	Labpack	Incineration	55 gal.		
Flammable Liquids, Toxic	Labpack	Incineration	6 gal.		
Flammable Solids	Labpack	Fuel Blend	55 gal.		
Flammable Solids	Labpack	Fuel Blend	6 gal.		
Spontaneously Combustible	Labpack	Incineration	55 gal		
Spontaneously Combustible	Labpack	Incineration	6 gal.		
Water Reactive	Labpack	Incineration	55 gal.		
Water Reactive	Labpack	Incineration	6 gal.		
Oxidizers	Labpack	Treatment	55 gal.		
Oxidizers	Labpack	Treatment	6 gal.		
Organic Peroxide	Labpack	Treatment	55 gal.		
Organic Peroxide	Labpack	Treatment	6 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	55 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	6 gal.		
Toxic Solids	Labpack	Incineration	55 gal.		
Toxic Solids	Labpack	Incineration	6 gal.		
Corrosive Acids	Labpack	Neutralize	55 gal.		
Corrosive Acids	Labpack	Neutralize	6 gal.		
Corrosive Caustics	Labpack	Neutralize	55 gal.		
Corrosive Caustics	Labpack	Neutralize	6 gal.		
Mercury Debris	Labpack	Retort	55 gal.		
Mercury Debris	Labpack	Retort	6 gal.		

Alkaline Batteries	Loosepack	Landfill	55 gal.		
Alkaline Batteries	Loosepack	Landfill	6 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	55 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	6 gal.		
Mercury Batteries	Loosepack	Recycle	55 gal.		
Mercury Batteries	Loosepack	Recycle	6 gal.		
Lead Acid Batteries	Loosepack	Recycle	Skid		
Helium Cylinders	Comp G	Incineration	CY		
Freon	Comp G	Incineration	CY		
PCB Ballasts	Loosepack	Landfill	55 gal.		
PCB Ballasts	Loosepack	Landfill	6 gal.		
Latex Paint- Non-recyclable	Bulk	Landfill	55 gal.		
Latex Paint- Non-recyclable	Loosepack	Landfill	55 gal.		
Latex Paint- Non-recyclable	Loosepack	Landfill	Tubskid		
Automotive oil (<25% sludge, <50ppm PCB)	Bulk	Fuel Blend	Tote		
Automotive Oil (Spec.)	Bulk	Fuel Blend	55 gal.		
Antifreeze (>50% ethylene glycol)	Bulk	Recycle	55 gal.		
Antifreeze (<50% ethylene glycol)	Bulk	Incineration	55 gal.		
Fluorescent Tubes (crushed)	Bulk	Landfill	55 gal.		
Fluorescent Tubes (whole)	Loosepack	Recycle	Box		

G. Cost Worksheet for Various Unified Government Departments (Must complete)

Item	Unit	Unit Cost
1. Labor Costs for pickup	Per hour	
2. Transportation for pickup	(specify)	
3. Lab Analysis		
Unknown lab pack container < 5 gallons	Per Test	\$
Fuel Blend Analysis	Per Waste Stream	\$
Full Analysis	Per Waste Stream	\$
TCLP Analysis	Per Waste Stream	\$
4. Supplies (attach extra sheet if necessary)		\$
		\$
		\$
		\$
5. Disposal Costs: Is it the same as Table D? If not complete the next table H.		

H. Cost Worksheet for Disposal Costs for Various Unified Government Departments.
(Only complete if different than quotes for Permanent Facility in Table D.)

Type Waste	Packing Method	Treatment	Drum Size	Drum Price	Unit Price
Flammable/non-pesticide aerosols	Loosepack	Fuel blend	55 gal.		
Flammable/non-pesticide aerosols	Loosepack	Fuel Blend	6 gal.		
Corrosive & pesticide aerosols	Loosepack	Incineration	55 gal.		
Corrosive & pesticide aerosols	Loosepack	Fuel Blend	55 gal.		
Flammable liquids (<10% sludge)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB<50 PPM)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB>50 PPM)	Bulk	Incineration	55 gal.		
Paint-related material (screwcap)	Bulk	Fuel Blend	55 gal		
Paint-related material (screwcap)	Bulk	Fuel Blend	Tubskid		
Flammable Liquids, Toxic	Labpack	Incineration	55 gal.		
Flammable Liquids, Toxic	Labpack	Incineration	6 gal.		
Flammable Solids	Labpack	Fuel Blend	55 gal.		
Flammable Solids	Labpack	Fuel Blend	6 gal.		
Spontaneously Combustible	Labpack	Incineration	55 gal		
Spontaneously Combustible	Labpack	Incineration	6 gal.		
Water Reactive	Labpack	Incineration	55 gal.		
Water Reactive	Labpack	Incineration	6 gal.		
Oxidizers	Labpack	Treatment	55 gal.		
Oxidizers	Labpack	Treatment	6 gal.		
Organic Peroxide	Labpack	Treatment	55 gal.		
Organic Peroxide	Labpack	Treatment	6 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	55 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	6 gal.		
Toxic Solids	Labpack	Incineration	55 gal.		
Toxic Solids	Labpack	Incineration	6 gal.		
Corrosive Acids	Labpack	Neutralize	55 gal.		
Corrosive Acids	Labpack	Neutralize	6 gal.		
Corrosive Caustics	Labpack	Neutralize	55 gal.		
Corrosive Caustics	Labpack	Neutralize	6 gal.		
Mercury Debris	Labpack	Retort	55 gal.		
Mercury Debris	Labpack	Retort	6 gal.		

Alkaline Batteries	Loosepack	Landfill	55 gal.		
Alkaline Batteries	Loosepack	Landfill	6 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	55 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	6 gal.		
Mercury Batteries	Loosepack	Recycle	55 gal.		
Mercury Batteries	Loosepack	Recycle	6 gal.		
Lead Acid Batteries	Loosepack	Recycle	Skid		
Helium Cylinders	Comp G	Incineration	CY		
Freon	Comp G	Incineration	CY		
PCB Ballasts	Loosepack	Landfill	55 gal.		
PCB Ballasts	Loosepack	Landfill	6 gal.		
Latex Paint- Non-recyclable	Bulk	Landfill	55 gal.		
Latex Paint- Non-recyclable	Loosepack	Landfill	55 gal.		
Latex Paint- Non-recyclable	Loosepack	Landfill	Tubskid		
Automotive oil (<25% sludge, <50ppm PCB)	Bulk	Fuel Blend	Tote		
Automotive Oil (Spec.)	Bulk	Fuel Blend	55 gal.		
Antifreeze (>50% ethylene glycol)	Bulk	Recycle	55 gal.		
Antifreeze (<50% ethylene glycol)	Bulk	Incineration	55 gal.		
Fluorescent Tubes (crushed)	Bulk	Landfill	55 gal.		
Fluorescent Tubes (whole)	Loosepack	Recycle	Box		

Section 6.02 Deliverables

The contractor will be required to provide the following deliverables:

- [a] The Unified Government of Wyandotte County/Kansas City, Kansas is seeking professional services of an experienced waste material contractor for the collection, transportation and disposal of Household Hazardous Waste (HHW)
- [b] The successful contractor shall assist the Unified Government staff in the collection, segregation and packaging of HHW.
- [c] The Contractor shall be responsible for the collection, packaging, and transportation of HHW collected at the Household Hazardous Waste Permanent Collection Site on the same day as each event.
- [d] The Contractor shall be responsible for collection, transportation and disposal of HHW from illegal dumping at sites in Wyandotte County identified by the Unified Government.
- [e] The Contractor shall be responsible for collection, transportation and disposal of HHW from various Unified Government departments such as Fire and/or Police.
- [f] The Contractor shall be responsible to provide the Unified Government with detailed reports as specified in this RFP.

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

A respondent **may** submit a complete copy of its response in the following format One (1) original along with a flash drive in .PDF format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – RFP 41212 Household Hazardous Waste Collection

One (1) original and a flash drive of your proposal and supplementary material should be submitted to:

**Office of the Unified Clerk, Municipal Office Building
701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the respondent's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

Section 7.01 *Proposal Format and Content*

The Unified Government discourages overly lengthy and costly proposals, however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Section 7.02 *Electronic Filing Requirements*

A respondent **may** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement>.

Section 7.03 *Introduction*

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government Offeror. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Section 7.04 Understanding of the Project

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Section 7.05 Methodology Used for the Project

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.06 Management Plan for the Project

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.07 Experience and Qualifications

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

1. title,
2. resume,
3. location(s) where work will be performed, and
4. itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

Section 7.08 Cost Proposal

Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Article VIII. Evaluation and Selection

Section 8.01 Selection Criteria

(a) Understanding of the Project – 20%

Proposals will be evaluated against the questions set out below.

1. How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the offeror identified pertinent issues and potential problems related to the project?
3. How well has the offeror demonstrated that it understands the deliverables the Unified Government expects it to provide?
4. How well has the offeror demonstrated that it understands the Unified Government's time schedule and can meet it?

(b) Methodology Used for the Project — 20%

Proposals will be evaluated against the questions set out below.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. How well does the methodology interface with the time schedule in the RFP?

(c) Management Plan for the Project — 25%

Proposals will be evaluated against the questions set out below.

How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

1. How well is accountability completely and clearly defined?
2. Is the organization of the project team clear?
3. How well does the management plan illustrate the lines of authority and communication?
4. To what extent does the offeror already have the hardware, equipment, and licenses necessary to perform the contract?
5. Does it appear that the offeror can meet the schedule set out in the RFP?
6. Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
7. Is the proposal practical, feasible, and within budget?
8. How well have any potential problems been identified?
9. Is the proposal submitted responsive to all material requirements in the RFP?

(d) Experience and Qualifications — 25%

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the firm:

1. How well has the firm demonstrated experience in completing similar projects on time and within budget?
2. How successful is the general history of the firm regarding timely and successful completion of projects?

3. Has the firm provided letters of reference from previous clients?
4. How reasonable are the firm's cost estimates?
5. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

(e) Contract Cost — 10%

Overall, a minimum of 10% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

Converting Cost to Points:

The lowest cost proposal will receive the maximum number of points allocated to cost.

Article IX. Attachments

**Proposal Form
Kansas City, KS Environmental Services Household Hazardous Waste Permit
Emergency Contingency Plan for involving Hazardous Waste**

**UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
RFP 41212 Household Hazardous Waste Collection**

**PROPOSAL FORM
AUTHORIZED SIGNATURE**

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of 90 days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

E-mail Address: _____

Federal Tax ID Number: _____

Boz

State of Kansas

Department of Health and Environment

Bureau of Waste Management
Forbes Field, Topeka, Kansas 66620-7210 (913) 296-1590

PERMIT

No. 677H

**For operating a processing facility or a solid waste disposal area
in accordance with the provisions of Kansas Statutes Annotated 65-3407**

Permission is hereby granted

to CITY OF KANSAS CITY, KANSAS

(name of governmental entity, corporation or person)

to operate a HOUSEHOLD HAZARDOUS WASTE TRANSFER STATION

location 2443 South 88th Street, Kansas City, Kansas

**in conformity with plans and specifications approved by the Department of
Health and Environment and the attached general conditions:**



Done at Topeka, this 18th day of AUGUST 1994

Charles F. Jones
Department of Health and Environment

GENERAL CONDITIONS

City of Kansas City Household Hazardous Waste Facility Permit No. 0677

As used in this Permit the following definitions apply, unless the context indicates otherwise.

"Department" means the Kansas Department of Health and Environment (KDHE) and its officers, authorized agents and employees.

"Secretary" means the secretary of the Kansas Department of Health and Environment.

"Permit" means a limited authorization issued by the Secretary under the authority of Kansas Statutes Annotated (K.S.A.) 65-3406 and 65-3407 to own, construct, alter or operate a household hazardous waste facility at the location described, and pursuant to the conditions described, in the application as approved by the Department.

"Permittee" means any person(s) to whom this Permit is issued (a) who owns, in whole or in part, constructs, alters, or operates any facility described in this Permit; and/or (b) owns the land on which the facility is located.

Unless the context indicates otherwise, words and phrases used in this Permit shall have the meanings defined by K.S.A. 65-3402 as amended and Kansas Administrative Regulations (K.A.R.) 28-29-3 as amended.

1. This Permit, along with its general conditions does not release the Permittee from any liability, penalty, obligation or duty imposed by state or federal statutes or regulations, county resolutions or city ordinances except the obligation to obtain this Permit.
2. This Permit does not convey any property right of any sort or any exclusive privilege.
3. This Permit shall not be construed as estopping or limiting any claims against the Permittee for damage or injury to person(s) or property or to any waters of the state resulting from any acts, operations, or omissions of the Permittee, its agents, contractors, or assignees, nor as estopping or limiting any legal claim of the state against the Permittee, its agents, contractors, or assignees, for damage to state property, or for any violation of the terms or conditions of this Permit.
4. This Permit is subject to modification by the Department at the time of any scheduled renewal or: (a) whenever the modification is needed to reflect changed

state or federal rules, (b) to incorporate changes in the facility operations or closure plan, (c) to make other modifications proposed by the Permittee and approved by the Department, (d) whenever the Department determines that modification is necessary to prevent or reduce actual or potential hazard(s) to the public health or safety, or pollution or contamination of the environment or, (e) because of changed or unforeseen circumstances. The filing of a request by the Permittee for a permit modification, or the filing of a notice of anticipated noncompliance does not stay any permit condition. Approval from the Department must be obtained prior to any modifications to the facility design, operating, and closure plans approved with this Permit. The Department shall determine which modifications may be incorporated in the permit or incorporated by reference.

5. This Permit is transferable in accordance with K.S.A. 65-3407(i). When a transfer of this Permit is requested, the current Permittee shall maintain financial assurance as required by K.S.A. 65-3407 until the new Permittee has demonstrated that it is complying with the legal requirements for financial assurance.
6. When the Permittee submits a complete and timely application for renewal of this Permit they may continue to conduct the permitted activity at the permitted location until the Department takes final action on the permit renewal application if:
 - (a) The Permittee is in compliance with the terms and conditions of this Permit; and
 - (b) The Department, through no fault of the Permittee, has not taken final action on the application on or before the renewal date of this Permit.

The conditions in Permits continued under this paragraph remain fully effective and enforceable.

7. The provisions of the Kansas Administrative Procedures Act, K.S.A. 77-501 *et seq.*, shall apply in any proceeding to suspend or revoke this Permit. Whenever any appeal is filed under a proceeding to suspend or revoke this Permit, venue shall lie in Shawnee County, Kansas.
8. Permittee shall satisfy all of the following:
 - (a) Duty to Comply. Permittee shall comply at all times with the terms and conditions of this Permit, and all applicable state and federal statutes and regulations.

- (b) Duty to Maintain. Permittee shall properly operate and maintain all facilities, equipment, control systems, and vehicles that the Permittee installs or uses to conduct the permitted activity.
 - (c) Duty to Mitigate. Permittee shall remedy, and shall act with due diligence to prevent, all potential and actual adverse impacts to persons, property and the environment resulting from noncompliance with the terms and conditions of this Permit. The Permittee shall repair all damages caused by such noncompliance at their own expense.
 - (d) Duty to Provide Information. Permittee shall provide the Department, within five (5) working days or other period specified in a request by the Department, any information relevant to this Permit.
 - (e) Continuing Duty to Inform. The Permittee shall immediately report to the Department any omitted or incorrect facts in the permit application. In addition, the Permittee shall report in writing at least thirty (30) days in advance of any planned change in the facility or facility operations which could result in noncompliance with this Permit or which could require a change in this Permit.
 - (f) Entries and Inspections. For the purposes of inspections and protecting the public health, safety or welfare, or the environment, the Permittee shall allow personnel or authorized agents of the Department to enter the premises and have access to records as described in K.A.R. 28-29-16.
9. Records. All records and copies of all applications, reports, and other documents required, including the source of the solid waste processed at the facility, shall be kept by the Permittee for the period applicable to the type of solid waste processing facility as specified in Kansas statutes and regulations. This period shall be automatically extended for the duration of any enforcement action taken on this Permit or may be extended by order of the Department.
10. All unintentional, inadvertent, or accidental off-site releases of solid waste, or substances derived therefrom, except wind blown litter, shall be verbally reported to the Department within twenty-four (24) hours and in writing within three (3) working days, and to all other persons to whom such releases must be reported pursuant to state and federal laws or regulations.

11. Force Majeure.

- (a) An obligation for the Permittee to perform according to this Permit may be suspended with the written approval of the Department in the event unforeseen and uncontrollable circumstances occur which necessarily and unavoidably prevent performance of the terms of this Permit. No events other than unforeseen, uncontrollable circumstances, however catastrophic, shall excuse nonperformance of the permit conditions by Permittee.
- (b) In the event Permittee is rendered unable, wholly or in part, by the occurrence of unforeseen, uncontrollable circumstances to carry out any of its obligations under this Permit, then that obligation of the Permittee, to the extent affected by the occurrence, and to the extent that due diligence is being used to resume performance as soon as practicable, may be suspended during the continuance of the inability so caused, but for no longer than one (1) year. The Permittee shall immediately notify the Department intent to assert force majeure to suspend affected permit obligations and provide documentation to justify invoking force majeure.
- (c) In the event the facility is damaged or destroyed due to an explosion, landslide, flood, fire, vandalism or other event for which the Permittee carries insurance, Permittee shall promptly collect insurance proceeds and apply such proceeds to the correction or reconstruction of the facility, or proceed to close the facility in accordance with an approved closure plan. Upon the occurrence of such an event, the Permittee shall submit to the Department for approval, a plan for the correction, reconstruction or closure of the facility, including the schedule, cost and proposed financing method as soon as practical after the occurrence of the event.
- (d) In the event Permittee is unable to properly process, transfer or dispose of any solid waste generated within the area served by the facility because of the occurrence of unforeseen, uncontrollable circumstances, the Permittee shall designate and arrange for an alternate disposal facility to which solid wastes may be diverted for disposal until the facility is able to resume management of the solid wastes at the facility.
- (e) In the event that any damage to the environment occurs due to the unforeseeable, uncontrollable circumstances, the Permittee shall take all action determined necessary by the Department to mitigate and remediate such damage.

12. Personnel Training. Permittee shall instruct or give on-the-job training to personnel involved in any activity authorized by this Permit, so that such instruction or on-the-job training teaches such personnel how to comply with the conditions of this Permit and to carry out the authorized activity in a manner that is not hazardous to the health and safety of the personnel or to the public health, safety, or welfare, or to the environment. A written report summarizing the type of training provided, the dates the training was presented and the names and addresses of personnel receiving the instruction shall be retained in the facility operating record.
13. **These updated permit conditions are effective immediately.**
14. The Permittee shall apply for renewal of this Permit at least thirty (30) days prior to the renewal date on the face of this Permit. The Department has no duty to notify the Permittee in advance of the renewal date. The Permittee shall submit the following materials to the Department to renew this Permit:
 - (a) Proof of insurance. (K.A.R. 28-29-2201);
 - (b) Updated closure cost estimate(s). (K.A.R. 28-29-2101);
 - (c) Proof of financial assurance, unless the facility is exempt. (K.A.R. 28-29-2101 through 28-29-2113); and
 - (d) Renewal fee, unless the facility is exempt. (K.A.R. 28-29-84).
15. Failure to provide the materials required by paragraph 14, above, or to complete other renewal requirements made necessary by law or rule and regulation on or before the anniversary date of the permit issuance shall result in suspension of this Permit by order of the Secretary in accordance with paragraph 7, above.
16. The operations phase of this Permit shall expire upon the occurrence of:
 - (a) The receipt of written Department approval of site closure in accordance with the site closure plan; or
 - (b) The end of the active life of this Permit whether caused by an order from the Department, or the district court, or a permanent, voluntary cessation of the receipt of waste.
17. The Permittee shall make arrangements for fire protection services if a fire protection district or other public fire protection service is available. If this service

is not available, the Permittee shall provide practical alternate arrangements. If there is a fire at the site, the operator shall perform all of the following:

- (a) Initiate and continue the use of appropriate firefighting methods until all smoldering, smoking, and burning cease; and
- (b) Notify the Department within one business day after the occurrence of any fire at the facility and submit a written report on forms provided by the Department within one week.

Household Hazardous Waste Collection Facility Emergency Contingency Plan

Operated By:

Public Works Department of
Unified Government of Wyandotte County/Kansas City, Kansas

Site Location:

2443 S. 88th Street
Kansas City, Kansas 66106
913-573-5311

Section A. Purpose, Scope, & Responsibilities.

The primary purpose of this Emergency Contingency Plan is to prevent injury to county personnel and members of the community should an emergency occur (a major fire, spill, etc.) at the Kansas City, Kansas Household Hazardous Waste Facility. This plan is designed to provide instructions to the Public Works Department staff on procedures to follow and to organize community resources in dealing with such an emergency.

The plan is designed to be readily amended and updated. It is intended to be flexible and to meet any contingency arising at the facility. Requests for changes to the plan may be submitted to the site manager.

The Public Works Department or designated representative is responsible for updating and approving minor changes in the information/personnel structure of this plan as needed.

Section B. Organizational Structure.

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| 1. | <u>Facility and Chemical Advisors</u> | Sharon Cook and/or Diana Miles |
| | <i>Responsibilities:</i> | Provides advice on facility construction, site improvements, operations, and is available for guidance on materials received. |
| 2. | <u>Site Managers</u> | Sharon Cook and/or Diana Miles |
| | <i>Responsibilities:</i> | Coordinate and direct all aspects of this plan in the event of an emergency. Handles communications with outside agencies or contractors. Directs on-site activities. |

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|----|-----------------------------------|---|
| 3. | <u>Site Coordinators</u> | Sharon Cook and/or Diana Miles |
| | <i>Responsibilities:</i> | Day to day coordinator of site activities. Ensures all functions are completed in a safe and efficient manner. Works with the contractor on disposal of waste. |
| 4. | <u>Traffic Control</u> | Sharon Cook |
| | <i>Responsibilities:</i> | Supervises and directs traffic through facility. |
| 5. | <u>Spill/Fire Control Officer</u> | Sharon Cook |
| | <i>Responsibilities:</i> | Directs staff as a first line of defense to extinguish or control a fire or spill until if needed, a local response team arrives. |
| 6. | <u>Public Relations</u> | Dave Reno |
| | <i>Responsibilities:</i> | Handles all formal communications with news media including official news release to local television stations, social media, and online or mailed newsletters. |

Section C. Emergency Check List.

In the case of an emergency incident, the following action is to be taken:

1. Are all non-assisting personnel evacuated and accounted for? Are assisting personnel accounted for?
2. Have the appropriate personnel been notified and are appropriate actions being taken to minimize the release, spill, or fire?
3. If necessary, have the fire departments, police departments, or hospitals been notified?
4. Is the cause under control?
5. Are communications and security established?
6. Have injured individuals been attended to?
7. Are utilities secured?
8. Are areas of danger isolated and marked?
9. If necessary, have the utilities been notified?
10. Have the total damages been assessed?
11. Have other counties, city, state, and federal agencies been notified?
12. In the event of an emergency that requires evacuation, have all site employees been notified and have they been directed to safe evacuation or staging areas?

Section D. Essential Phone Numbers:

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|----|------------------------------------|-----|
| 1. | Fire Department | 911 |
| 2. | Police Department | 911 |
| 3. | Emergency Preparedness Coordinator | 911 |
| 4. | Medical (Hospital/Ambulance) | 911 |

Notification List Phone Numbers:

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|----|--|---------------------|
| 1. | Sharon Cook | 913-573-8430 (work) |
| | Solid Waste Program Coordinator | 913-433-6851 (cell) |
| 2. | Diana Miles | 913-573-5452 (work) |
| | Solid Waste Manager | 913-378-7935 (cell) |
| 3. | Troy Shaw | 913-573-5416 (work) |
| | Interim Executive Director of Public Works | |
| 4. | Utility Contacts: | |
| | Board of Public Utilities | 913-573-9522 |
| | Kansas Gas Service | 888-482-4950 |
| | Atmos Gas Service | 866-322-8667 |
| | U.G. Water Pollution Control | 913-573-1300 |

Section E. Fire Control

In the event site personnel discover a fire at the household hazardous materials storage facility, they are to immediately call 911 and report the incident, giving location and materials involved. If the fire is minor and there is no danger to staff, the fire will be extinguished by using the dry chemical fire extinguishers that are located at the site. If the fire is small and generates dangerous gases, only respirator-fitted or supplied air personnel will attempt to extinguish the fire. If there is a major fire in the storage area, all personnel are to be evacuated to a safe area. This would include all Unified Government Public Works Department personnel and any other persons that might be endangered.

To ensure employees' familiarity with fire extinguisher operation, location of fire exits, etc., impromptu fire drills will be staged. All permanent employees are to be trained in the proper use of a fire extinguisher.

Kansas City, Kansas Fire Department Stations numbers 19 and 20 serve the area and would be the primary responders in the case of a major fire. Also, in the event of a major fire or other environmental or health threat, the Unified Government's emergency plan

would be activated. The site supervisor and any site staff should report to the fire department command post to provide support information as required. They will give technical advice as to the type of materials at the facility.

Section F. Spill Control.

In the event of an on-site spill during normal working hours, on-site staff should immediately identify the materials involved. If the material is of a non-hazardous nature, use the appropriate absorbent to clean up the material and dispose of the materials as a non-hazardous solid waste.

The material will then be evaluated as to its hazard class and its compatibility with the appropriate absorbent and neutralizing agents. Identification of the hazardous material and the proper absorbent and neutralizing agent will be made through various means including knowledge of on-site personnel, reference documents, and consultant with the EPA and KDHE. During times when the staff is packing materials the site manager or trained representative will be available for identification.