



Community Development

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REQUEST FOR PROPOSAL

Recycling Event

Household Hazardous Waste (HHW)

(RFP 21-04)

REQUEST FOR PROPOSALS

The City of Dunwoody, Georgia requests qualified individuals and firms with experience in household hazardous waste collection events to submit a quotation for one household paint and chemicals collections event (commonly referred to as a household hazardous waste (HHW) collection event). This contract should cover one collection event for 2021 and potentially another in 2022 (contingent on City Council approval). This RFQ is for two years and the company could either hold the cost or accelerant if needed (an explanation must be provided). **Event date is currently uncheduled but we are looking for a weekend in the summer.** The proposal should include services to collect, handle, pack, lawfully transport, recycle, reuse, treat, and/or dispose of (at a permitted disposal facility) household hazardous waste material for the City of Dunwoody, Georgia. The event will be held at Dunwoody City Hall.

As requested, submit a cost sheet for a single event given the projected quantities.

Questions regarding the RFP should be emailed to Allegra DeNooyer at Allegra.DeNooyer@dunwoodyga.gov by April 30, 2021. The City will provide official written answers, by email, to all questions by May 7, 2021, if any.

Proposals should be submitted no later than 2:00 p.m. EST on May 18, 2021. Proposals shall be submitted via email to Allegra.DeNooyer@dunwoodyga.gov.

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

Proposers may partially respond to the RFP, provided the response encompasses the entirety of the services offered by the company. Alternatively, additional services may be performed by the company in other capacities if they are not requested in the scope of work of this RFP. The City reserves the right to award portions of the scope to multiple contractors based on the aforementioned conditions. Should multiple contracts be issued, each Contractor shall be responsible for the requirements contained within the RFP and contract documents. Contractors are expected to work together and with the City of Dunwoody to fulfill the entire scope of work.

I. Materials to be accepted

The collection event is scheduled rain or shine. The facility provides convenient access for individuals who are interested in bringing materials for recycling, reuse, treatment, or disposal at a Resource Conservation and Recovery Act (RCRA)-approved disposal facility. Not only will the site provide controlled access to the general public, but will also provide sufficiently paved area for staging vehicles while multiple lines move to an area where the material can be removed for analysis, inventory, and appropriate handling by the Contractor. The City of Dunwoody reserves the right to change the collection site location provided the Contractor is given written notice at least seven (7) days prior to the scheduled date.

A. Household Hazardous Waste (HHW)

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

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

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

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

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

II. SCOPE OF WORK

A. Tasks

1. The Contractor(s) shall manage all accepted materials delivered to the site by the general public. This includes providing an appropriate number of qualified chemists, technicians and staff to lawfully receive, identify, sort, package, label, load and transport waste accumulated, as well as, enough general labor to expedite receiving materials during the event. Other events suggest that a staff capable of unloading two (2) vehicles at a time (at a minimum) is needed as participants should remain in their vehicles. Responsibilities shall include, without limitation, the unloading of materials from the general public's vehicles, identifying the materials delivered, cataloging each item, packaging the material for safe transportation and storage, manifesting the HHW, and loading the material onto Contractor vehicles for ultimate processing through recycling, reuse, treatment, and/ or disposal at a RCRA-approved disposal facility.
2. The Contractor shall be the "generator" of the HHW from the standpoint of the United States Environmental Protection Agency (EPA) and the Georgia Department of Natural Resources Environmental Protection Division (GA-EPD). The Contractor shall comply with all municipal, state, and federal regulations and laws, ordinances, rules and regulations. The Contractor shall also obtain, at his own expense, all permits and licenses required by federal, state, or local law or ordinance, rule or regulation and maintain same in full force and effect. Waste

acceptance, ownership and responsibility for necessary handling, packing, lawful transportation, storage, recycling, beneficial reuse, treatment, and/or disposal of wastes received at the collection site shall pass to the Contractor from the party delivering the acceptable waste at the time that party delivers to the collection event;

For each material accepted, the Contractor must offer the following options, with decreasing priority (when applicable):

1. Recycle
2. Fuel blend or reuse
3. Treatment
4. RCRA incineration
5. Landfill disposal

B. Mobilization:

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

C. Site Operations:

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

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

1. The Contractor(s) shall provide all equipment, staff, and materials necessary to provide efficient collection and handling of all acceptable wastes received, and shall at all times operate the Collection Site and Facilities in accordance with Applicable Law;
2. The Contractor(s) shall be responsible for lawful transportation, recycling, beneficial reuse, fuel blend, treatment, storage, and/or disposal of all wastes received at the collection site and must follow all local, district, state, and federal regulations with regard to all disposal methods;
3. All third party disposal companies must be insured by the primary Contractor;
4. The Contractor(s) shall be responsible for all costs and liabilities associated with a spill or accident if it occurs during loading and transition to the treatment center (From time entering the property to completion. Both city and private property);
5. The Contractor(s) shall work under the immediate supervision of the City of Dunwoody;
6. In the unanticipated event any residual materials are left at the collection site after the event, Contractor agrees to pick up and dispose of materials properly.

E. Record of Operations:

A post-event site report shall be prepared and submitted to the City. The site report shall

include, but is not limited to the following:

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

F. Recordkeeping, Administration and Reporting:

1. The Contractor(s) shall add the City of Dunwoody and employees as additionally insured with waiver of subrogation for workers compensation;
2. The Contractor(s) shall issue a copy of the shipping manifest immediately following the event, a copy of which will be reviewed by City personnel and returned to be submitted with the invoice;
3. The Contractor(s) shall complete and submit the "Record of Operations" within thirty (30) calendar days after the event date, due before any payment of invoices; and
4. The invoice shall be sent to Allegra DeNooyer.

G. City of Dunwoody furnished property/services:

The City of Dunwoody will furnish additional personnel at the collection site to assist with the event. Before a vehicle reaches the unloading area, volunteers, provided by the City, will check residency requirements and direct the individual to the proper unloading area. The Contractor(s) shall not provide service to anyone who has not displayed the agreed-upon certification that residency was verified by City staff. Additionally, City of Dunwoody volunteers will distribute any educational and promotional items. Organization and monitoring of volunteer personnel will be the responsibility of the City of Dunwoody. The City of Dunwoody will handle scheduling, site location, and provide signage to direct traffic to the site. The City of Dunwoody shall also notify the appropriate emergency response teams before the collection event.

III. INDEMNITY AND INSURANCE

- A. The Contractor is an independent Contractor. The Contractor, its officers, agents, or employees are not considered employees of the City of Dunwoody for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a City of Dunwoody employee under state of local law.
- B. The City of Dunwoody assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees, and/or others by reason of the Contract. The Contractor shall protect, indemnify and hold harmless the City of Dunwoody and its officers, agent and employees for and against any and all claims, costs and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of the Contract.
- C. The Contractor further agrees that it is financially responsible for and will repay the City of Dunwoody all indicated amounts following an audit examination which reveals errors due to the negligence, intentional act and/or failure for any reason to comply with the terms of the Contract by the Contractor, its officers, employees, agents, and/or representative. The Contractor shall

protect, defend, indemnify, and hold harmless the City of Dunwoody, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extent to any claim, demand, and/or cause of action brought by or on behalf of any employees or agents.

- D. The Contractor(s) shall procure and maintain for the entire duration of the event insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or Sub-contractors. The Contractor or Sub-contractor shall pay the cost of such insurance. The Contractor may furnish separate certificates of insurance and policy endorsements for each Sub-contractor as evidence of compliance with the insurance requirements of the Contract.
- E. The Contractor(s) shall provide a copy of public Liability Insurance covering the period of its occupancy and uses of the premises, obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia, with limits of not less than \$1,000,000.00 for all damages arising out of bodily injuries or death of two or more persons in any one accident, and a limit of not less than \$3,000,000.00 for all damages to or destruction of property in any one accident. This public liability policy shall insure the City and the Licensee against any liability, damage, claim or demand in any way arising out of or in connection with Licensee's occupancy or use of the premises under this agreement. Licensee shall furnish the City with a copy of the policy and evidence of full payment of the premium thereon prior to occupancy and use of the premises, and said policy shall have a clause showing that the insurance is in force and cannot be cancelled prior to the occupancy and use of the premises by the Licensee in the absence of written notice by the insurer to the City prior to the occupancy and use of the premises.
- F. Per our standard contract, the Contractor(s) will verify its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. Per our standard contract, the Contractor will execute an affidavit referenced in O.C.G.A. § 50-36-1 (SAVE AFFIDAVIT).

IV. PROPOSAL INSTRUCTIONS

A. Submitting Proposals:

1. The Contractor(s) must provide a brief description of the firm and its specific expertise in collecting and recycling the proposed materials. List three references of similar events it was employed to conduct within the last 5 years, with contact information for the program manager;
2. The Contractor(s) must provide a narrative of the process and procedures describing the method of handling the materials at the site and how the various items will be inventoried and manifested. Include a typical event set up plan;
3. The Contractor(s) must provide a statement acknowledging familiarity with the City of Dunwoody's sustainability program (<https://www.dunwoodyga.gov/government/boards-commissions-committees/sustainability-committee>). The Contractor must also identify any key sustainability metrics tracked or supported by the company, including greenhouse gases (GHGs), water and energy consumption, solid waste, volatile organic compound (VOC) and hazardous air pollutant (HAP) production, and whether the contractor has developed sourcing methods, goals, and can report on these metrics.
4. The Contractor(s) must provide documentation of where material will be disposed including facility name, location, ID, and contact person;
5. The Contractor(s) must provide a Contingency Plan to include the following elements:
 - Describe provisions for the prevention of environmental contamination, the management and cleanup necessary, the prevention of explosions, fire or the release of toxic or hazardous substances. Include provisions on protecting storm water drains.
 - Describe how the following will be handled: unknown wastes, inclement weather, spills of hazardous waste and accidents.
 - Provide a typical or generic site health and safety plan. Designate a Health and Safety Officer to oversee the Health and Safety Plan.
 - List all the emergency equipment and supplies proposed to bring to or provide at the site; list the names and telephone numbers of local emergency agencies, and the City of Dunwoody, and federal agencies that must be contacted in the event of a fire, spill or other release at the collection site.
 - List all of the equipment and/or supplies the contractor requires or expects the City of Dunwoody and other public and private agencies to bring to or provide at the sites.

- Describe provisions for material that could be dropped off after the closure of the event.
- 6. Proposals may not exceed a total of ten (10) pages, inclusive of all sheets unless otherwise indicated. Pages are to be numbered.
- 7. Contractor(s) must submit the following forms (not counted against 10 page maximum):
 - Pricing of the quantities set forth on Attachment A;
 - Certificate of Insurance
- 8. Responses should be submitted electronically as a single PDF document.

B. Qualifications and Experience:

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

C. Expenses of Preparing Responses to this RFP

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

V. EVALUATION CRITERIA

20% Sustainability efforts

40% Price

40% Qualifications and proposed plans

The City of Dunwoody reserves the right to reject any or all proposals and to advertise anew as in its judgment it shall deem it to be in the best interest of the City to do so. The City further reserves the right to waive any informality in any proposal.

ATTACHMENT A

Item	Waste Description	**Primary Method of Disposal	***Quantity (lbs.)	Price Per/ Pound	\$Total Price
1	Base Oil based paint, stains, thinners and paint strippers, solvents and varnishes, wood preservatives		619		
2	Aerosol/spray paint		1,025		
3	Latex and water based paints		2,705		
4	Mercury Mercury salts and elemental mercury, thermometers, thermostats, and other mercury containing items		4		
5	Fluorescent bulbs and ballasts		392		
6	Lawn care products Poisons, insecticides, weed killer and pesticides, Aerosol/spray pesticides		2,812		
7	Automotive Products Engine Degreaser, Brake Fluid, Transmission Fluid, motor oil, etc.		146		
8	Cleaner, Corrosives, and Oxidizers Cleaners, Spot Removers , Acids and Bases		1,656		
9	Propane Gas Cylinders		13		
10	Flammables Lighter Fluid and Waste Fuels (Kerosene, Gasoline, Diesel, etc.)		841		
11	Batteries Household, automotive, and rechargeable		409		
12	Fire Extinguishers		234		
13	Pharmaceuticals		5		
14	****Mobilization charges, including all labor, equipment, supplies, labor, insurance and/or any additional charges.	N/A	N/A		
	Total Price				\$

** Primary method of disposal. Refer to RFP for preference hierarchy.

***Estimated quantity based on 2019 collection numbers for a population around 50,000.

**** Provide one separate sheet with cost breakdown for mobilization charges proposed for the scope of this project. If there are additional services offered, provide the pricing and description for those services on the same sheet (not counted against 10 page maximum).

Company

Name and Title of Person to authorized to sign

Signature

Date