



Request for Proposal

RFP-2216-22-DF

Mesa County Solid Waste HAZARDOUS WASTE COLLECTION AND DISPOSAL

Responses Due

July 5, 2022 2:00PM MT

Electronic Responses Only
Submitted through the Rocky Mountain E-Purchasing System (RMEPS)
<http://www.bidnetdirect.com/colorado>

Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor must contact RMEPS to resolve issue prior to the response deadline. 800-835-4603.

Purchasing Representative
Dan Frank, Purchasing Agent
dan.frank@mesacounty.us
970-255-7151

June 13, 2022

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous Mesa County solicitations. All Offerors are urged to thoroughly review this solicitation prior to responding. Submittal by fax, email, or hard copy is not acceptable for this solicitation.

Request for Proposal
Mesa County Solid Waste
HAZARDOUS WASTE COLLECTION AND DISPOSAL

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SECTION 1: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1. Purpose.** The Mesa County Solid Waste Department of Mesa County, Colorado is requesting competitive proposals from qualified and interested companies for Electronic Waste Recycling.
- 1.2. The Owner.** The Owner is Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner or County means the Owner or his or her authorized representative.
- 1.3. RFP Tentative Schedule**
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|--------------------------------|---------------------------|
| RFP Available | June 13, 2022 |
| Questions Deadline | June 21, 2022 4:00 PM MT |
| Posting of Questions & Answers | June 24, 2022 4:00 PM MT |
| RFP Response Due | July 5, 2022, 2:00 PM MT |
| Evaluation of Proposals | July 5, 2022-July 8, 2022 |
| Final Selection by Staff | July 8, 2022 |
| Board Approval of Selection | TBD |
| Contract Start | January 1, 2023 |
- 1.4. Compliance.** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Department prior to the date and time of the submittal deadline shown in this RFP.
- 1.5. Electronic Signatures.** Electronic signatures and copies of signatures shall be legally binding with the same force and effect as manually executed signatures.
- 1.6. Submission.** Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing System (RMEPS) website (<http://www.bidnetdirect.com/colorado>).
1. This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please plan accordingly.)
 2. Purchasing Representative does not have access or control of the vendor side of RMEPS.
 3. Ensure the bid is submitted in BidNet by obtaining a confirmation number from BidNet.

4. If website or other problems arise during response submission, contact RMEPS to resolve issue prior to the response deadline. 800-835-4603.
- 1.7. **Proposal Alterations.** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8. **Late Proposals.** Proposals received after the Proposal closing date and time will be considered non-responsive and not accepted. The responsibility for a timely submission rests with the Offeror. Mesa County is not responsible for lost or misdirected response submissions or for any technical issue with BidNet.
- 1.9. **Discovery of Errors after Proposal Opening.** Matters of form rather than substance that are evident from the face of the Proposal, such as minor errors and irregularities by Offerors, are waivable or correctable at the Owner's discretion, as long as:
 1. There is no material variation from the original requirements definition, specifications, scope of work, or deliverable; and
 2. The error or irregularity has not impact of quality, delivery, quantity, performance, price, of the Offeror's ability to comply with the fulfillment conditions; and
 3. The error or irregularity would not restrict or impact the open, fair, and competitive nature of the acquisition; and
 4. The waiver or correction is in the best interests of the Owner.
- 1.10. **Mathematical Errors.** In the event of a discrepancy between unit price and the mathematical products of the unit price and the estimated quantities in the schedule, the unit price shall govern. In the event the mathematical products of the unit price and the estimated quantities in the schedule is not shown, the unit price and quantity will be used. The Owner may require the Offeror to give the Owner written verification of the matter and make the appropriate adjustments.
- 1.11. **Withdrawal of Proposal.** A proposal must be firm and valid for award and shall not be withdrawn or canceled by the Offeror for ninety (90) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.12. **Award.** The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities, and to reject any or all offers for any reason.
- 1.13. **Acceptance of Proposal Content.** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in

cancellation of the award and such Offeror may be removed from future solicitations.

- 1.14. Addenda.** All questions shall be submitted in writing to the Purchasing Representative by the due date noted in this RFP. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Purchasing Department. Sole authority to authorize addenda shall be vested in the Mesa County Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing System (RMEPS) website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.15. Open Records.** Proposals shall be received at the location, date, and time stated herein. All non-confidential proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Colorado Open Records Act.
- 1.16. Response Material Ownership.** All proposals become the property of the Owner upon receipt. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.17. Protests.** Protests may only be filed by an actual or prospective Offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The protest shall be submitted in writing to the Purchasing Director within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise thereto, which is generally when a Notice of Intent to Award decision letter is received by Offerors, provided that the protest is received by the Purchasing Director prior to the County finalizing a contract with the selected Offeror.
- 1.18. Taxes.** The Owner is a political subdivision of the State of Colorado and thus exempt from sales and use taxes and federal excise tax. Therefore all fees shall not include taxes. Colorado Tax exempt No. 98-04241.
- 1.19. Collusion Clause.** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the Offerors. The Owner may or may not, at the discretion of the Owner's Purchasing Representative, accept future proposals for participants in such collusion.

- 1.20. Public Disclosure Record.** If the Offeror has knowledge of their employee(s) or sub-offerors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.
- 1.21. Public Opening. Electronic.** Proposals, received via BidNet, will be opened and documented immediately following the proposal deadline. Only the names and locations of the proposing Offerors will be disclosed.
- 1.22. Procurement Policy.** This RFP is subject to the Mesa County Procurement Policy as of the date of RFP availability. A copy of the policy is available on the Mesa County website, located at <http://www.mesacounty.us/purchasing/>.

SECTION 2: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms.** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the electronic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations.** The Contract Documents shall be signed by the Owner and Offeror. By executing the contract, the Offeror represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices.** The Offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Offeror shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Offeror observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Offeror performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services.** The Offeror shall be responsible to the Owner for the acts and omissions of all his or her employees and all other persons performing any of the services under a contract with the Offeror.
- 2.5. Payment & Completion.** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Offeror for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such

inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Offeror, of the value of Services performed and materials placed in accordance with the Contract Documents.

- 2.6. Inspection.** The Owner reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Offeror under this Contract. The right of inspection reserved in the Owner is for protection of Owner in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Offeror from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
- 2.7. Professionalism.** The Offeror shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Offeror's expense, all necessary permits required by any governmental agency with jurisdiction.
- 2.8. Protection of Persons & Property.** The Offeror shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Offeror shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Offeror in the execution of the services, or in consequence of the non-execution thereof by the Offeror, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.9. Audit.** The Owner, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Offeror's books with regard to this Contract, and the Offeror shall retain its books and records for the required period.
- 2.10. Exclusivity.** This is not an exclusive Contract. The Owner may, at its sole discretion, contract with other entities for work similar to that to be performed by the Offeror hereunder. Offeror may contract to perform similar work for others, and is not expected to work exclusively for Owner.
- 2.11. Assignment of Contract.** This is a personal services contract on the part of the Offeror. This Contract may not be assigned or subcontracted without the prior

express written consent of the County and any attempt to assign this Contract without the prior express written consent of the Owner shall render the Contract null and void with respect to the attempted assignee.

- 2.12. Changes in the Services.** The Owner, without invalidating the contract, may order changes to the contract such as changes in the services within the general scope of the contract consisting of additions, deletions and/or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Offeror signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time. Refer to the current Mesa County Procurement Policy for change order amount thresholds that require approval by the Board of County Commissioners.
- 2.13. Minor Changes in the Services.** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.14. Uncovering & Correction of Services.** The Offeror shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Offeror shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.15. Acceptance Not Waiver.** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the Offeror of their present responsibility to maintain the high quality, integrity and timeliness of his or her services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.16. Change Order/Amendment.** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.17. Assignment.** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.18. Compliance with Laws.** The Offeror must comply with all Federal, State, County and local laws, including those laws governing or covering the type of services stated herein. The Offeror must comply with all ADA (Americans with Disabilities Act) requirements. Offeror hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.19. Other Compliance.** No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Owner, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Owner, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any Owner contract, or that may be deemed irresponsible or unreliable by the Owner.
- 2.20. Debarment/Suspension.** The Offeror hereby certifies that the Offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.21. Confidentiality.** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.22. Contract.** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.23. Project Manager/Administrator.** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.24. Contract Termination.** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services; (4) funds no longer are available; or, (5) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) calendar days past notification.

2.25. Employment Discrimination. During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.26. Illegal Aliens. The Offeror certifies that the Offeror shall comply with the provision of CRS 8-17.5-101 et seq. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Offeror the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Offeror represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Offeror shall comply with all reasonable requests made in the course of an investigation under C.R 8-17.5-102 by the Colorado Department of Labor and Employment. If the Offeror fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the Owner may terminate this contract for breach and the Offeror shall be liable for actual and consequential damages to the Owner.

An Offeror that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Offeror (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Offeror that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

- 2.27. Conflict of Interest.** No Mesa County public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.28. Ethics.** The Offeror shall not accept or offer gifts or anything of substantial value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.29. Failure to Deliver.** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.30. Failure to Enforce.** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.31. Force Majeure.** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.32. Indemnification.** Offeror shall, to the extent permitted by law, indemnify, save, and hold harmless the Owner, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Offeror or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Offeror further agrees that its obligations to the Owner under this paragraph include claims against the Owner by Offeror's employees whether or not such claim is covered by workers compensation. Offeror expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided, and such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.
- 2.33. Independent Contractor.** The Offeror shall be legally considered an Independent Contractor and neither the Offeror nor its employees shall, under any

circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Offeror, its servants, or agents. As an independent contractor, Offeror shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required. Further, the Owner shall not provide to the Offeror any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.34. Nonconforming Terms and Conditions.** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.35. Ownership.** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.36. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.37. Patents/Copyrights.** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP. Offeror assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the Owner has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Offeror may copyright such, but the Owner reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.
- 2.38. Venue.** This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the substantially prevailing party for costs and reasonable attorney's fees.

- 2.39. Expenses.** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.40. Sovereign Immunity.** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.41. Public Funds/Non-Appropriation of Funds.** Funds for payment have been provided through the Owner's budget approved by the Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.42. Availability of Funds.** Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board of County Commissioners may terminate this Contract immediately without further liability.
- 2.43. Gratuities.** The Offeror certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Offeror breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.44. Performance of the Contract.** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.45. Benefit Claims.** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Serviceser's Compensation, normally provided by the Owner for its employees.
- 2.46. Default.** The Owner reserves the right to terminate the contract in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.47. Cooperative Purchasing.** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal.

The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

- 2.48. Term of Contract.** The initial contract term shall be for one (1) year from the start date of the contract. The awarded Offeror and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Offeror and the Owner, be extended under the terms and conditions of the contract for four (4) additional, one (1) year contract renewal periods, contingent upon the applicable fiscal year funding. Should the County choose to renew any contract periods, each renewal shall be for a calendar year from January 1st – December 31st.

By submitting a response to this RFP, the Offeror agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board may terminate all or part of this Contract without further liability.

2.49. Definitions:

1. "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
3. "Offeror" is the person, organization, offeror or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Offeror means the Offeror or his or her authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Offeror shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Offeror shall not commence services without clarifying Drawings, Specifications, or Interpretations.
4. "Sub-Offeror" is a person or organization who has a direct contract with the Offeror to perform any of the services at the site. The term sub-Offeror is referred to throughout the contract documents and means a sub-Offeror or his or her authorized representative.

SECTION 3: INSURANCE REQUIREMENTS

3.1 Insurance Requirements. The selected Offeror agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Offeror pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Offeror shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Offeror shall procure and maintain and, if applicable, shall cause any SubOfferor of the Offeror to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Offeror pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

1. Workers Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

2. General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

4. This policy shall provide coverage to protect the Offeror against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

5. Excess Liability/Umbrella insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage at least as broad as the primary General Liability policy.

- 3.2 Additional Insured Endorsement.** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Offeror. The Offeror shall be solely responsible for any deductible losses under any policy required above.

SECTION 4: SCOPE OF SERVICES/SPECIFICATIONS

4.1. Mesa County Government Overview

Mesa County was incorporated in 1883, is a statutory County, defined as a service arm of the State of Colorado and derives its elected official structure and its powers from the State through enabling legislation. The three-member Board of County Commissioners serves as the legislative, policy-making, and administrative body governing the unincorporated area of the County. The commissioners are elected at large from one of three geographical districts and serve staggered four-year terms and are term-limited to two consecutive terms.

Located in western Colorado, Mesa County is positioned in a river valley surrounded by four contrasting natural landmarks; the Colorado National Monument, the Uncompahgre Plateau, the Bookcliffs and the Grand Mesa National Forest. These natural wonders provide diverse and abundant year round recreational activities; including winter skiing, mountain biking, fishing, camping, and hiking. A mild climate combined with the confluence of the Gunnison and Colorado Rivers create a fertile agricultural region producing a wide variety of produce and fruit.

The County encompasses 3,309 square miles, with 72% of the County being publicly owned and primarily managed by the US Forest Service and Bureau of Land Management. The County seat, the City of Grand Junction, is the largest city in western Colorado and is approximately 250 miles west of Denver. Mesa County boundaries also include the municipalities of Fruita, Palisade, Collbran and Debeque. The Grand Junction area serves as a health care provider, cultural event center, banking and retail trade hub for the large geographical area of western Colorado and eastern Utah.

The County has an approximate population of 155,703 and expects to experience an average annual population growth of 0.8%. Roughly 19.7% of the County's 2020 population are seniors over the age of 65.

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Detailed information in regards to Mesa County Government and its finances can be found in the Annual Budget Book, the Comprehensive Annual Financial Report and the County monthly performance reports. These reports, as well as other economic indicators, can be viewed at <http://www.mesacounty.us/finance>.

4.2. General/Background.

Mesa County Solid Waste Management operates as a business enterprise subset of Mesa County Public Works. Elements of Solid Waste Management include a landfill, four waste transfer stations, hazardous waste collection facility, electronic waste collection facility, organic material waste composting facility, public outreach program and a recreational riverfront corridor.

The Mesa County Solid Waste Management Division, through its Hazardous Waste Collection Facility (HWCF) is soliciting proposals for hazardous waste collection, transportation and disposal. The HWCF is located at the Mesa County Solid Waste Campus at 3071 Highway 50, Grand Junction, CO, 81503.

This permanent facility opened in 2000 and is staffed by County employees. All materials accepted at the HWCF will be received and processed on site by County personnel, including proper sorting, lab-packing and/or bulking of materials, and preparation for shipment through a hazardous waste collection and disposal vendor, or other appropriate outlet. The HWCF accepts most types of household hazardous waste and qualified VSQG waste including but not limited to: aerosol cans, paint, motor oil/antifreeze and other automotive fluids, flammable liquids, pesticides and fertilizers, pool and spa chemicals, household cleaners, fluorescent bulbs, ballasts, batteries, sharps, and over the counter medications.

The latest 3 year average of collected/shipped hazardous waste through a qualified hazardous waste collection and disposal facility is approximately 111,000 lbs over an average of 8 annual shipments.

4.3. Scope of Services/Specifications.

SERVICES TO BE PERFORMED BY CONTRACTOR

Hazardous waste contractors will perform all transporting of materials. Contractors are responsible for final disposal, recycling and/or any other agreed upon alternate treatment option.

1. The Contractor will develop and implement a profiling system for all materials received from the Mesa County HWC Facility. All profiles must be approved by the Mesa County Hazardous Materials Manager (HMM) or other designated representative. The Contractor will provide a list of specific waste streams that require container inventory sheets or special lab-packing requirements.
2. Mesa County HWC program reserves the right to choose the materials management method for any and all materials received by the Contractor from the HWC Facility. Any other material management method or alternative processes must be proposed in writing and presented to Mesa County prior to any waste collection by the Contractor.
3. The Contractor, in conjunction with the Mesa County HMM, will designate a primary facility for disposal and/or recycle of materials received from the Mesa County HWC Facility. If the primary designated facility cannot accept a shipment of materials, then an alternate facility that has been pre-approved by the Contractor and Mesa County HMM will be used. Any time the alternate designated facility is used, the Contractor will contact the Mesa County HMM within 48 hours. If the use of the designated alternate facility is due to no fault of the Mesa County HWC

program, then no additional charges exceeding Exhibit B will be levied for transportation to the alternate facility.

4. The Contractor shall provide the appropriate shipping papers, manifests, labels, and/or any other documentation necessary for the proper transporting, disposing and/or recycling of materials from the Mesa County HWC Facility.

5. The Contractor shall provide proof of licensed and permitted facilities that are to be used by the Contractor for the management of materials received from the Mesa County HWC Facility. Mesa County reserves the right to inspect (at the County's expense) any facility used by the Contractor.

6. The Contractor shall be responsible for transporting all materials received from the Mesa County HWC Facility. The Contractor will ensure that any transporter, whether it is the Contractor or a subcontractor, has all required permits and licenses in accordance with local, state, and federal regulations for the transportation of materials received from the Mesa County HWC Facility. The Contractor will provide locations, addresses, EPA and DOT identification numbers for each and every transporter utilized within this contract. The Contractor will also ensure that any transporter utilized meets all insurance requirements pursuant to Section 3.0 of this proposal.

7. The Contractor will provide transportation for materials within 10 days of notification from the Mesa County HMM for shipment of materials.

8. The Contractor will assume possession of the material/waste the moment it leaves the Mesa County HWC Facility property. The Contractor will manage all materials received from the HWC Facility in accordance with all applicable local, state and federal regulations for the transportation, storage and disposal/recycle of said materials.

9. The Contractor will return the original signed and dated manifest to Mesa County within thirty (30) days after delivery of materials to a disposal and/or recycle facility. The Contractor will send a certificate of disposal/recycle to the Mesa County HMM within six (6) months after delivery of materials for disposal, treatment, recycle or landfill. If a certificate of disposal and/or recycle is not received within six (6) months, the Contractor will provide a written explanation of the delay. Mesa County reserves the right to terminate the contract if the written explanation is deemed unacceptable or no written explanation was provided.

10. The Contractor is asked to supply an example of their certificates of recycling, destruction, or disposal. This example shall include drums and/or boxes of any hazardous waste and show where, how, and when the waste was managed.

11. The Contractor shall be solely responsible for maintaining all records required by local, state and federal laws for materials received and in their possession from the Mesa County HWC Facility. The Contractor will provide this information to Mesa County upon request.

12. The Contractor will ensure that all insurance requirements per this contract are current.

4.4. Owner Provided Services: The Owner will provide the following services in accordance with a subsequent contract:

1. The Owner will perform all packaging of materials, labeling of containers and complete all transportation documentation (manifests, bills of lading) in accordance with all DOT and EPA regulations for materials received at the Mesa County HWC Facility to be collected and shipped by the Contractor.

2. The Owner will assist with loading materials to be shipped onto the transportation vehicle.

3. The Owner will assist with ensuring all transportation vehicles are properly placarded for the materials being shipped.

4. The Owner will ensure that all transporters receive the proper shipping documentation (manifests, bills of lading) for materials being shipped.

5. The Owner will ensure that all materials are packaged in accordance with the agreed-upon profiling system.

6. The Owner will provide the Contractor a detailed inventory of items to be shipped at least one week prior to shipment, or otherwise mutually agreed-upon timeline.

4.5 Pricing: All pricing shall be inclusive of all costs associated with the de-manufacturing, recycling and disposal of the materials specified. The contractor agrees to pay, to the Owner, within 30 days of sale of raw materials specified.

4.6 Non-Exclusive: This will not be an exclusive Contract. The Owner may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others and is not expected to work exclusively for the Owner.

4.7 Term of Contract: The contract term shall be January 1, 2023 through December 31, 2023, with four (4) additional, one year renewal options.

4.8 Questions Regarding Scope of Services:

Dan Frank, Purchasing Agent

dan.frank@mesacounty.us

(970)255-7151

SECTION 5: PROPOSAL CONTENT

Submission. Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing System (RMEPS) website (<http://www.bidnetdirect.com/colorado>).

See Section 1 of this RFP for general proposal submittal instructions.

- 5.1. Cover Letter.** Provide a cover letter which explains the Offeror's interest in the project. Include the name/address/phone number/email of the person who will serve as the Offeror's principal contact person with Owner's Contract Administrator and identifies individual(s) who will be authorized to make presentations on behalf of the Offeror. The cover letter is signed by the person having proper authority to make formal commitments on behalf of the Offeror. By submitting a response to this solicitation, and not noting any exceptions to the RFP requirements per Section 5.9 of the RFP, the Offeror agrees to all requirements herein.
- 5.2. Qualifications/Experience/Credentials.** Provide qualifications for consideration as a contract provider to Mesa County and include prior experience in similar projects.
- 5.3. References.** Provide references from at least three (3) customers for whom the Offeror provides services noted in this RFP. It may be beneficial to assign some individual services to specific references. These should be current customers with comparable services to those of the Owner. Select a mix of long-standing and new customers. Counties, cities or other governmental references are preferred. References should include entity name, contact name and title, contact phone number, contact email address, length of time services noted in this RFP provided, and current service provided.
- 5.4. Strategy and Implementation Plan.** Describe your (the Offeror's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Offeror may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a time schedule for completion of your implementation plan and an estimate of time commitments from Owner staff.
- 5.5. Scope of Services Response.** Submit a response to the scope of services/specifications noted in Section 4 of this RFP.

5.6. Pricing.

1. Pricing will be evaluated in terms of completeness and reasonableness in conjunction with the scope of services/specifications noted in this RFP.
2. Pricing fees paid by Owner are all inclusive.
3. Provide options of how fees can be reduced, noting the advantages and disadvantages of each option.
4. Submit pricing for a five (5) year contract term.
5. Offerers may submit institution pricing sheets.
6. Optional pricing must be designated as such.
7. Pricing is in US dollars (USD).
8. Price is FOB Destination, freight prepaid as applicable, unless otherwise specified.

5.7. Financial Statements. Provide a link to or a copy of a financial statement for the prior fiscal year, consisting of a balance sheet, profit and loss statement, and such other financial statements as may be appropriate, which demonstrates that the Offeror possesses adequate financial ability and stability to enable the Offeror to fulfill their obligations under the terms of this RFP. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services.

If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

If the Offeror requests such financial information to be treated as confidential information, such information must be uploaded as a separate file onto the Rocky Mountain E-Purchasing System (RMEPS) website and clearly identified with the words "Confidential Disclosure", which then such information shall be treated as confidential by the Owner and shall not be subject to public disclosure.

5.8. Additional Data (optional). Provide any additional information that will aid in evaluation of your qualifications with respect to this project.**5.9. Exceptions and Substitutions (optional).** Identify clearly and thoroughly any variations between the Offeror's proposal and the Owner's RFP requirements. List any exceptions and substitutions in this Section, referencing the applicable RFP section(s).

Proposals meeting the minimum requirements and intent of this RFP are considered for award. Offerors taking exception to the specifications or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or exceptions. Exceptions or substitutions, if accepted, must meet or exceed the stated intent and/or specifications. Absence of a list of exceptions or substitutions, including a reference to the applicable RFP section(s),

shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.

5.10. Alternate Offer (optional). If Offeror chooses to submit more than one offer, clearly mark the alternative offer as “Alternate Proposal”. The alternate offer may be uploaded as a separate file. The Owner reserves the right to make award in the best interest of the Owner.

5.11. Confidential Material (optional). If any submittal information is considered confidential or proprietary by the Offeror, the Offeror must upload two (2) document versions into BidNet.

- 1) Confidential Version: This version contains confidential and proprietary information. This version, clearly identified with the words “Confidential Disclosure”, shall be uploaded to BidNet as a separate file.
- 2) Non-Confidential Version: This version contains no confidential or proprietary information. This version shall ultimately become public record and shall be subject to inspection after contract award, or until the solicitation is cancelled.

Proprietary or confidential information is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of confidential or proprietary information places it in the public domain.

Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary. Submittals will be considered to be non-responsive when the entire submittal is noted as being confidential.

The Owner will review materials identified as confidential or proprietary. If the Owner determines that these materials are not considered confidential or proprietary in their sole discretion, the Offeror shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Submittals may be considered to be non-responsive when non-proprietary information in the RFP is noted as being confidential.

All proposal materials are subject to the Colorado Public Records Act. Except for proprietary or confidential proposal materials, proposal materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award, or until the solicitation is cancelled.

5.12. Solicitation Response Form. Offeror completes and submits the attached Solicitation Response Form (see Section 7) with their proposal.

SECTION 6: EVALUATION CRITERIA AND FACTORS

- 6.1 Intent.** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Offeror's ability to provide the services described herein.
- 6.2 Minimal Standards for Responsible Prospective Offerors.** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet all the following requirements:
1. Have adequate financial resources, or the ability to obtain such resources as required.
 2. Be able to comply with the required or proposed completion schedule.
 3. Have a satisfactory record of performance.
 4. Have a satisfactory record of integrity and ethics.
 5. Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 6.3 Evaluation Criteria.** The following criteria will be used to evaluate the submittals (in no particular order of priority):
1. Responsiveness of submittal to the RFP
 2. Proposal quality including clarity, completeness and feasibility
 3. Understanding of the project and the objectives
 4. Past or current performance with Mesa County or other entity
 5. References
 6. Experience
 7. Resources and their availability
 8. Required skills
 9. Strategy and Implementation Plan
 10. Quality in regards to scope of services, delivery, and implementation
 11. Performance measures, standards, and/or benchmarks in determining service compliance
 12. Schedule and/or Timing
 13. Financial Reliability and Stability
 14. Fees
 15. Technology
 16. Innovation
 17. Customer Service
 18. Community Involvement
 19. Enhancements, options, or alternatives to the base proposal
- 6.4 Best Value.** The Owner desires to maximize the purchasing value of public funds. It is the intention of the Owner to award the contract to the most responsive, responsible and best-value Offeror, which may not necessarily be the lowest-price Offeror being selected. Value added benefits that may be evaluated include, but

are not limited to quality, safety, responsiveness, service, innovation and reliability. Best value evaluation determines the value of products and/or services acquired that results in the best combinations of quality, service, time, safety, security, and cost considerations over the useful life of the product or service. The emphasis is value over price.

- 6.5 Proposal Rejection.** The Owner reserves the right to reject any and all proposals or any and all portions of proposals.
- 6.6 Evaluation.** An evaluation team will review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance. Offerors shall be ranked or disqualified based on the evaluation criteria listed in this RFP.
- 6.7 Oral Interviews.** The Owner may invite the most qualified rated Offerors to participate in oral interviews.
- 6.8 Site Visits.** The Owner may also conduct site visits to the Offeror and/or site visits to current Offeror customers, subject to customer approval, if deemed necessary.
- 6.9 Negotiations.** The Owner will undertake negotiations with the top rated Offeror or Offerors, or with the Offeror or Offerors that the Board of County Commissioners selects for negotiations.
- 6.10 Award.** The Owner reserves the right to consider all of the information submitted, any selection criteria, oral presentations, and site visits, in selecting the winning Offeror. If applicable per Purchasing Policy purchasing amount limits, selection by the evaluation team may be over-ridden by the Board of County Commissioners.

The County prefers hazardous and non-hazardous waste management methods that are based on the following hierarchy:

1. Recycling and reuse
2. Energy recovery
3. Treatment conversion to non-hazardous or less-hazardous compounds
4. Incineration
5. Hazardous waste landfill

For the purpose of this Request for Proposal (RFP), including the above hierarchy, the following definitions will apply:

“Recycle” to process the waste so that its substance is conserved and put to beneficial use. Refining of used motor oil is an example.

“Reuse” to use the waste in a manner essentially similar to its original intended use. Repackaging of paint is an example.

“Energy Recovery” the process of extracting the energy content, or fuel value of the waste, and putting that energy to beneficial use. Burning waste as a substitute for another fuel is an example.

“Treatment” to convert a waste to non-hazardous or less-hazardous compounds so that it is rendered suitable for a permitted discharge, or for a beneficial use. Neutralization of acids is an example.

“Incineration” the process of thermally destroying the waste, including the appropriate control of combustion products and residues.

“Incinerator” a facility legally permitted to accept and incinerate hazardous wastes, operated in compliance with all Federal, State and Local regulations.

“Hazardous Waste Landfill” a facility legally permitted to accept hazardous wastes and operated in compliance with all Federal, State and Local regulations.

“Certificate of Recycling” a certificate documenting that waste materials have been accepted and re-processed (recycled) by a recycling facility.

“Certificate of Destruction” a certificate documenting that waste materials have been accepted and incinerated.

“Certificate of Disposal” a certificate documenting that waste materials have been accepted and managed at a disposal facility, such as processed by a landfill disposal facility.

SECTION 7: SOLICITATION RESPONSE FORM
RFP-2216-22-DF HAZARDOUS WASTE COLLECTION AND DISPOSAL

Offeror must submit entire Form completed, dated and signed.

Provide pricing for transportation and delivery for each kind of material shipped, per unit or per container volume, as listed. Primary and alternative methods of disposal should be indicated and pricing differences for each, if applicable. The Contractor may also provide alternative pricing for different packaging methods or units of measure as appropriate.

**Note* This is not intended to be a comprehensive list of all materials that will be presented to the Contractor for collection and disposal but a description of the most common items presented by Mesa County HWCF for such. In instances when a new waste stream is presented, the Contractor will provide collection, transportation, disposal, and pricing information as requested.*

Item Description	Unit	Transportation and disposal cost	Disposal method
Crushed Lamps - Drum Mount Processed	55 GAL	\$	
Compact Fluorescent Lamps - CFL	EA	\$	
U-Tube / Circular/ Halogen	EA	\$	
HID / Sodium	EA	\$	
Shatter-Shield / ARC / UV	EA	\$	
Projection Lamps - Sealed	EA	\$	
Neon	EA	\$	
Mercury Lamps - Elemental / Non-Vapor	EA	\$	
Straight tube LED lamps	EA	\$	
Compact LED lamps	EA	\$	
E CIGARETTES WITH BATTERIES	LB	\$	
E CIGARETTES WITH BATTERIES	MIN	\$	
AEROSOL CANS (FLAMMABLE)	CYDBOX	\$	
AEROSOL CANS (FLAMMABLE)	55 GAL	\$	
AEROSOL CANS (FLAMMABLE)	30 GAL	\$	
ALKALINE BATTERIES	MIN	\$	
ALKALINE BATTERIES	LB	\$	
NICAD BATTERIES (UNIVERSAL WASTE)	MIN	\$	
NICAD BATTERIES (UNIVERSAL WASTE)	LB	\$	
LEAD ACID BATTERIES (UNIVERSAL WASTE)	MIN	\$	
LEAD ACID BATTERIES (UNIVERSAL WASTE)	LB	\$	
NON-PCB CAPACITORS	55 GAL	\$	
NON-PCB CAPACITORS	30 GAL	\$	
NON-PCB CAPACITORS	20 GAL	\$	

BULKED LIQUID FOR FUELS - HIGH BTU	55 GAL	\$	
BULKED LIQUID FOR FUELS - HIGH BTU	30 GAL	\$	
BULKED LIQUID FOR FUELS - HIGH BTU	20 GAL	\$	
BULKED LIQUID FOR FUELS - HIGH BTU	10 GAL	\$	
BULKED LIQUID FOR FUELS - HIGH BTU	5 GAL	\$	
LOOSEPACK OF PESTICIDES AND TOXICS SOLID	CYDBOX	\$	
OOSEPACK OF PESTICIDES AND TOXICS SOLID	55 GAL	\$	
LOOSEPACK OF PESTICIDES AND TOXICS SOLID	30 GAL	\$	
LOOSEPACK OF PESTICIDES AND TOXICS SOLID	20 GAL	\$	
LOOSEPACK OF PESTICIDES AND TOXICS SOLID	10 GAL	\$	
LOOSEPACK OF PESTICIDES AND TOXICS SOLID	5 GAL	\$	
LSPK OF FLAMMABLE PAINT RELATED MATERIAL	CYDBOX	\$	
LSPK OF FLAMMABLE PAINT RELATED MATERIAL	55 GAL	\$	
LSPK OF FLAMMABLE PAINT RELATED MATERIAL	30 GAL	\$	
LSPK OF FLAMMABLE PAINT RELATED MATERIAL	20 GAL	\$	
LSPK OF FLAMMABLE PAINT RELATED MATERIAL	10 GAL	\$	
LSPK OF FLAMMABLE PAINT RELATED MATERIAL	5 GAL	\$	
LOOSEPACK OF FLAM/TOXIC LIQUIDS	55 GAL	\$	
LOOSEPACK OF PESTICIDE LIQUIDS	55 GAL	\$	
LOOSEPACK OF PESTICIDE LIQUIDS	30 GAL	\$	
LOOSEPACK OF PESTICIDE LIQUIDS	20 GAL	\$	
LOOSEPACK OF PESTICIDE LIQUIDS	10 GAL	\$	
LOOSEPACK OF PESTICIDE LIQUIDS	5 GAL	\$	
LOOSEPACK OF ORGANIC ACIDS	55 GAL	\$	
LOOSEPACK OF ORGANIC ACIDS	30 GAL	\$	
LOOSEPACK OF ORGANIC ACIDS	20 GAL	\$	
LOOSEPACK OF ORGANIC ACIDS	10 GAL	\$	
LOOSEPACK OF ORGANIC ACIDS	5 GAL	\$	
NON HAZ SOLID - OILY RAGS	55 GAL	\$	
NON HAZ SOLID - OILY RAGS	30 GAL	\$	
MERCURY ARTICLES	5 GAL	\$	
LOOSEPACK OF INORGANIC ACIDS	55 GAL	\$	
LOOSEPACK OF INORGANIC ACIDS	30 GAL	\$	
LOOSEPACK OF INORGANIC ACIDS	20 GAL	\$	
LOOSEPACK OF INORGANIC ACIDS	10 GAL	\$	
LOOSEPACK OF INORGANIC ACIDS	5 GAL	\$	

LOOSEPACK OF INORGANIC BASES	55 GAL	\$	
LOOSEPACK OF INORGANIC BASES	30 GAL	\$	
LOOSEPACK OF INORGANIC BASES	20 GAL	\$	
LOOSEPACK OF INORGANIC BASES	10 GAL	\$	
LOOSEPACK OF INORGANIC BASES	5 GAL	\$	
LOOSEPACK OF INORGANIC BASES	15 GAL	\$	
LOOSEPACK OF ORGANIC BASES	55 GAL	\$	
LOOSEPACK OF ORGANIC BASES	30 GAL	\$	
LOOSEPACK OF ORGANIC BASES	20 GAL	\$	
LOOSEPACK OF ORGANIC BASES	10 GAL	\$	
LOOSEPACK OF ORGANIC BASES	5 GAL	\$	
MUDDY OIL WATER MIXURE	55 GAL	\$	
MUDDY OIL WATER MIXURE	30 GAL	\$	
MUDDY OIL WATER MIXURE	20 GAL	\$	
MUDDY OIL WATER MIXURE	10 GAL	\$	
MUDDY OIL WATER MIXURE	5 GAL	\$	
OFFSPEC OIL	55 GAL	\$	
OFFSPEC OIL-CNC FLUID	55 GAL	\$	
CONSOLIDATED OIL BASED PAINT	55 GAL	\$	
CONSOLIDATED LATEX PAINT	55 GAL	\$	
CARBON TETRACHLORIDE GLASS BULBS	20 GAL	\$	
CARBON TETRACHLORIDE GLASS BULBS	10 GAL	\$	
CARBON TETRACHLORIDE GLASS BULBS	5 GAL	\$	
CARBON TETRACHLORIDE FIRE EXTINGUISHER	CYLIND	\$	
FLOW METERS WITH OIL	MIN	\$	
FLOW METERS WITH OIL	LB	\$	
LAB PACK (4.1)	10 GAL	\$	
LAB PACK (4.1/6.1) (8/9)	5 GAL	\$	
LAB PACK (4.2/4.3/5.2)	5 GAL	\$	
LAB PACK (6.1)	30 GAL	\$	
LAB PACK 8 (6.1)	15 GAL	\$	
LABPACK OXIDIZERS ONLY	55 GAL	\$	
LABPACK OXIDIZERS ONLY	30 GAL	\$	
LABPACK OXIDIZERS ONLY	20 GAL	\$	
LABPACK OXIDIZERS ONLY	10 GAL	\$	
LABPACK OXIDIZERS ONLY	5 GAL	\$	
LABPACK OXIDIZERS ONLY	15 GAL	\$	
LABPACK OF MERCURY & MERCURY COMPOUNDS	5 GAL	\$	
LABPACK OF MERCURY & MERCURY COMPOUNDS	15 GAL	\$	
LITHIUM BATTERIES	LBS	\$	

LITHIUM BATTERIES	MIN	\$	
PCB BALLASTS	55 GAL	\$	
PCB BALLASTS	30 GAL	\$	
POLYPROPYLENE GLYCOL	55 GAL	\$	
ANTIFREEZE	55 GAL	\$	
FLAMMABLE LIQUIDS - ACIDIC (pH ADJUST ONLY)	55 GAL	\$	
FLAMMABLE LIQUIDS	55 GAL	\$	
VSQG BULKED LIQUID FOR FUELS - HIGH BTU	30 GAL	\$	
VSQG LSPK OF PESTICIDES AND TOXICS SOLID	CUYD	\$	
VSQG LSPK OF PESTICIDES AND TOXICS SOLID	55 GAL	\$	
VSQG LSPK OF FLAM PAINT RELATED MATERIAL	CUYD	\$	
VSQG LSPK OF FLAM PESTICIDE LIQUIDS	55 GAL	\$	
VSQG LSPK OF FLAM PESTICIDE LIQUIDS	LB	\$	
VSQG LSPK OF FLAM PESTICIDE LIQUIDS	MIN	\$	
VSQG LOOSEPACK OF ORGANIC ACIDS	15 GAL	\$	
VSQG LOOSEPACK OF ORGANIC ACIDS	55 GAL	\$	
VSQG LOOSEPACK OF ORGANIC ACIDS	30 GAL	\$	
VSQG LOOSEPACK OF INORGANIC ACIDS	55 GAL	\$	
VSQG LOOSEPACK OF INORGANIC ACIDS	15 GAL	\$	
VSQG LOOSEPACK OF INORGANIC ACIDS	30 GAL	\$	
VSQG LOOSEPACK OF INORGANIC BASES	15 GAL	\$	
VSQG LOOSEPACK OF INORGANIC BASES	30 GAL	\$	
VSQG LOOSEPACK OF ORGANIC BASES	55 GAL	\$	
VSQG LOOSEPACK OF ORGANIC BASES	15 GAL	\$	
VSQG LAB PACK (4.1/6.1/8/9)	5 GAL	\$	
VSQG LAB PACK (4.2/4.3/5.1/5.2)	5 GAL	\$	
BUTANE CELLS	LBS	\$	
BUTANE CELLS	MIN	\$	

Packaging Supplies:

Indicate price per unit if the following items are available for purchase, N/A if they are not available for purchase, or "included" if these items are provided without additional charge.

PACKAGING MATERIALS	Cost/unit
NEW 55 gal poly open head lever lock with foot ring (UN1H2Y/150/S)	\$
Reconditioned 55 gal poly open head lever lock with foot ring (UN1H2Y/150/S)	\$
NEW 30 gal poly open head lever lock with foot ring (UN1H2Y/150/S)	\$
NEW 15 gal poly open head lever lock with foot ring (UN1H2Y/150/S)	\$
NEW 55 gal steel open head w/ bungs in cover (UNY1.6/150 and X423/S)	\$
Reconditioned 55 gal steel open head w/ bungs in cover (UNY1.6/150 and X423/S)	\$
Cubic Yard Flex Pak (UN13H4/X/1220)	\$
NEW Fiber cubic yard box (UN11G/x/1021)	\$
Vermiculite - medium course, 4 cubic ft bag	\$

The Owner reserves the right to accept any portion of the work to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a Legal Agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Address of Offeror

Authorized Agent Signature

City, State, and Zip Code

Authorized Agent – (Typed or Printed)

Phone Number

Date

E-mail Address of Agent