

**Schenectady County  
Bid # RFB-2017-37  
Hazardous Household Waste**

**ADDENDUM #1**

**DATE: March 2, 2017**

In response to questions received and clarifications requested, Schenectady County issues the following response which hereby becomes part of the bid.

**This addendum must be acknowledged on your bid form.**

**Q1: Who is the current contract holder? How long have they held the contract? What are the current contract rates? What is the current spend for the contract? Who bid last time and what amount did they bid?**

R1: This response was prepared and handed out at the prebid conference and is attached hereto as Attachment A in its entirety.

**Q2: How will the inspection and baselining of the shed be handled?**

R2: The sixth bullet on page 23 of the spec will be amended to the following:

"The vendor will have the shed inspected and rendered in working order as early in the program as possible. The vendor will bill Schenectady County at cost for the inspection and any work that needs to be done to bring the shed and fire suppression equipment into working order. After this is accomplished, The Vendor shall be responsible for the supply and maintenance of the Household Hazardous Waste Portable Storage Unit. The Vendor will perform an inspection of the unit at the beginning of each collection using the checklist attached as Appendix B (or a similar form approved by the County). Any necessary repairs will be completed prior to the collection when practicable. If not practicable, the storage unit will be repaired by the Vendor prior to the next collection event."

**Q3: What are the insurance requirements for this project?**

**R3:**

General Liability Insurance: Limits of at least \$1,000,000 Each Occurrence/ \$2,000,000 Annual Aggregate

Automobile Liability: Limits of \$1,000,000

Umbrella Liability: Minimum of \$3,000,000 (Umbrella is to include Pollution)

Pollution Liability\*\*: Minimum limits of \$1,000,000 each Occurrence (or Event)/ \$2,000,000 Aggregate

Workers Compensation: Statutory

The General Liability Insurance should include the County of Schenectady as an additional insured on a primary/noncontributory basis. So should the Pollution Liability.

\*\*If the waste will be trucked to an out of state location, the Pollution coverage should also include Auto Liability and Transportation

A sample Certificate of Insurance is attached as Attachment B.

**Lastly, Please find attached as Attachment C, the handout prepared and distributed by Jeff Edwards at the pre-bid meeting.**

**Please note that the requirement of a PERFORMANCE BOND is hereby WITHDRAWN from the listed requirements.**

## Attachment A: Handout Provided at Pre-Bid Meeting


### Household Hazardous Waste and Conditionally Exempt Small Quantity Generator Collection and Management Services Addendum #1

1. A question on some aspects of our prior contract was asked.
  - a. Who is the current contract holder? Care Environmental Corp.
  - b. How long have they held the contract? 3 years.
  - c. What are the current contract rates?

Anti freeze (liquid bulk)	\$4.55/gal.
Pesticides (solid) (lab packed)	\$1.38/lb
Pesticides (liquid) (lab packed)	\$17.25/gal
Latex paint (liquid bulk)	\$3.09/gal
Oil based paint Liquid bulk	\$3.09/gal
Oil based paint (liquid) (lab packed)	\$7.66/gal
Other flammable (liquid) (bulk)	\$3.09/gal
Other flammable (liquid) (lab packed)	\$7.66/gal
Corrosive Acid (liquid) (lab packed)	\$13.75/gal
Corrosive Acid (solid) (lab packed)	\$1.10/lb
Corrosive Bases (solid) (lab packed)	\$1.10/lb
Aerosol (solid) (lab packed)	\$1.10/lb
Mercury containing items (solid) (lab pack)	\$3.00/lb
Oxidizing (solid)(lab packed)	\$1.10/lb
Oxidizing (liquid) (lab packed)	\$13.75/gal
Flamable (solids) (lab packed)	\$3.00/lb
Water reactive (liquid) (lab packed)	\$83.33/gal
Fire extinguishers (no longer than 15 “)	\$4.00/lb
If they can be put with aerosol	
Batteries	\$4.00/lb

- d. What is the current spend for the contract?
  - 2016 \$84470.27
  - 2015 \$62,475.09
  - 2014 \$38,486.25.
- e. Who bid last time and what amount did the bid?
  - Care Environmental Services \$68,251.66
  - Environmental Products and Services of Vermont \$141,288.00
  - MXI Environmental Services \$68,447.00

## Attachment B: Sample Insurance Certificate

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 01/01/2017			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER		CONTACT NAME:					
Insurance Agent		PHONE (A/C No. Ext):					
		E-MAIL ADDRESS:					
		PRODUCER CUSTOMER ID #:					
		INSURER(S) AFFORDING COVERAGE					
INSURED		INSURER A:		NAIC #			
Contractor/Subcontractor Name Address		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
		INSURER F:					
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Auto Pollution	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/17	01/01/18	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy Number	01/01/17	01/01/18	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Contractors Pollution Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	01/01/17	01/01/18	Limit \$1,000,000 Occurrence
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
RE: Household Waste Collection Program 2017 - Certificate Holder and all affiliated & subsidiary companies are included as additional insured for General Liability, Automobile Liability, Excess Liability & Contractor Pollution on a Primary and Non Contributing Bases including Completed Operations per form CG2010 (1/1/85 Edit) or CG 2033 (10/01) and CG 2037 (10/01) or equivalent forms. (30) Day Notification is included for cancellation of policy, any material change in policy terms, or Non Renewal to Certificate Holder via Certified Mail/ Registered Mail. Waiver of Subrogation in favor of Certificate Holder applies to General Liability, Automobile Liability, Umbrella & Contractors Pollution Liability policies							
CERTIFICATE HOLDER			CANCELLATION				
County of Schenectady  320 State Street  Schenectady NY 12305			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
			AUTHORIZED REPRESENTATIVE  Agent Signature				

## **Attachment C: HANDOUT AT PRE-BID CONFERENCE CALL**

### **Key Points in Bid Specs for Pre-Bid Conference Call**

#### **General Information**

- This is a bid not a request for proposals. All requirements in these bid specs are to be complied with in the performance of the bid submittal, the contract execution and the project performance. Repeated failure to comply with these bid specifications could lead to loss of the performance bond and dismissal from the project.
- The county will be adding the requirement of a 100% performance bond in the bid addendum

#### **With the Bid the Bidder will include:**

- Bid Security is required as discussed in the General Instructions to Bidders (GItB) Section 4
- Non-Collusive Bidding Form GItB Section 8, Appendix O
- The form of the bid should comply with the requirements of the BItB Section 9
- Corporate Equal Opportunity Hiring Policy Statement
- Iranian Energy Sector Divestment Statement (Appendix P)
- Board of Director's Resolution [for corporate bidders only] Appendix Q
- The Contractor will provide the destruction location and destruction method for each type of material

#### **At the time of Contract Approval**

- The Vendor will supply the County Program Manager with appropriate insurance as specified in the GItB Section 20.
- The Vendor will supply the County Program Manager with the Vendor's Transporter Permit.
- The Vendor will demonstrate to the County Program Manager that they have complied with the Vendor Responsibilities Requirements for the State of New York contractors.
- Fill demonstrate that it carries disability benefits as laid out in Appendix N Section XII
- Provide a Site plan for both the County Compost Facility and the County Public Works Complex. See site maps in Appendix L

#### **Pre-Event Submittals**

On the Tuesday prior to Saturday events and the Friday prior to Wednesday Events the following information will be transmitted verbally or digitally between the County and the Vendor:

- The County will notify the Vendor of how many participants have registered for the event.
- The County and the Vendor will agree on how many workers will be at the event.
- The Vendor will transmit to the County Program Manager copies of the 40 hr. Hazwopper Certifications for each of the employees to be at the event
- The Vendor will transmit a copy of the driver's license and vehicle registration of the long haul vehicle that will be hauling the material to the consolidation facility

- The Vendor will transmit to the County Program Manager a copy of the transport permit of the Vendor if there have been any changes (i.e. vehicles added to the permit or other changes, since the last transmittal for the permit).
- The Vendor will notify the County Program Manager who the Vendor's Project Manager and person responsible for chemistry will be for the coming event.
- The Vendor will notify the County Program Manager the name, and address of the consolidation facility they will be using for the event and any change in destruction locations or methods then specified in the bid or in the last change notification.

### **At the Event**

- The County Program Manager will sign off on each drum before it is closed and sealed.
- Latex paint, both bulk and lab packed will be packaged in separate containers from hazardous paint. Latex paint will be bulked unless it is sludgy in which case it can be lab packed but separately from hazardous paint. If it is solid or the can is empty it will be trashed.
- Empty, depressurized, aerosol cans will be trashed. Aerosol cans containing non-hazardous contents will be packaged and labeled separate for those with hazardous contents.
- See Appendixes G & H for lists of materials that will be and will not be accepted. All workers on the site will be expected to either know the list or have it handy for reference. Any unacceptable materials collected at the event will not be paid for by the County.
- The Vendor will have all material packaged and loaded within 2 hours of the end of the collection. If the Vendor is not off the site within this time. Then there may be financial penalties.
- All workers will wear steel toed shoes.
- All workers will wear chemical resistant gloves
- All workers doing bulking of materials will wear safety glasses or goggles.
- The vendor will supply and eyewash for the event and point out to the County Program Manager where it is prior to the event.
- The vendor will maintain two bags of absorbent material at the site during the collection for cleanup purposes.
- The vendor will supply a 30 yard roll off liner and line the County supplied roll-off container

## Post Event Submittals

- Invoice and Event Summary Report. The following information must be included with the invoice and event summary or payment may be delayed.  
Invoice should include
  1. Date of the event
  2. The number of participants for the event
  3. Date of generation of the invoice
  4. The invoice number
  5. The list of types of materials collected
  6. The number of containers of each type of material
  7. The type and size of the container for each type of material
  8. The unit price of each type of material by container
  9. The total charge for each type of material
  - 10. The estimated average quantity of material in each container (lbs. for solids gallons for liquids)**
  - 11. The total estimated quantity of each type of material.**
  12. The total # of 55 gallon drums
  13. The total # of drums
  14. The total cost
- Manifests and Certificates of Destruction. Delay of the submittal of this information may also result in delays in payment.
  1. The generator copy of the manifest generated on the site (this should be given to the County Program Manager on the site at the conclusion of the program.
  2. The generator copy of the final manifest signed by a representative of the consolidation facility. This documentation must be delivered to the County with or a the same time as the invoice as part of the Event Summary Report.
  3. The manifests of the material delivered from the consolidation facility to the location of destruction signed by all parties involved, and the certificates of destruction of the material. The documentation is documentation must be received by the County within two months of the event from which they were shipped.
- A copy of the receipt document.
  1. A copy of the receipt document should be transmitted to the County Program Manager at the conclusion of the event.
  2. Another copy of the receipt document should be included in the Event Summary Report transmitted with the invoice.
  3. The Receipt documents should include the weather at the time of the event
  4. The number of cars participating in the event
  5. The County Program Manager's name Printed and signed
  6. The Vendor's Project Manager's Name Printed and signed
  7. The Site name and location.

- The payroll record for all non-management workers at the event. A payroll form is included in the bid specs as Appendix R
  1. A completed payroll form. All the information in Appendix X should be provided, however, the Vendor may choose to use a different form.
  2. This project fits under prevailing wage o all workers must be paid in accordance with New York State Prevailing Wage Article 9 Requirements (see Appendices R and S).
  
- A copy of the 40-Hour Hazwopper training for each employee on the job.
- A copy of the driver's license of the truck driver.
- A copy of the vehicle registration of the transport vehicle.
- A copy of the completed HHW storage shed inspection form (see Appendix B)