

**REQUEST FOR PROPOSAL**

**FOR**

**HAZARDOUS WASTE MANAGEMENT SERVICES**

Notice is hereby given that sealed proposals will be received at the Merced Regional Waste Management Authority (Authority) for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions. **Proposals shall be in a sealed envelope, box, or appropriate package with the proposal name and closing date marked on the outside and mailed or delivered to:**

Merced Authority Regional Waste Management Authority  
7040 N. Highway 59  
Merced, CA 95348  
ATTN: Sam Chandler

To be considered, proposals must be received in the Authority office by the closing date. Proposals must bear original signatures. **NO ORAL, TELEPHONE, E-MAIL, OR FAX PROPOSALS WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE CONTRACTOR UNOPENED.**

## **SECTION 1**

### **1.1 INTRODUCTION**

It is the intent of this Request for Proposal (RFP) to secure the services of a qualified vendor to provide all or a portion of professional services required to collect, package, transport, and dispose/recycle hazardous waste, including household, CESQG, universal, and e-waste.

### **1.2 BACKGROUND INFORMATION**

The Authority operates a Household Hazardous Waste Program for the collection and management of hazardous waste (HW), including household, CESQG, universal, and e-waste. Throughout this RFP, all references to HW shall include household, CESQG, universal, and e-waste.

The Authority operates two permanent HW collection facilities in the County of Merced - the Highway 59 Landfill HW Site, located at 7040 N. Highway 59, Merced, CA, an HW site that accepts ABOP (Antifreeze, Batteries, Used Oil, & Latex Paint) items, electronic, and universal waste from residents during regular operating hours and the Los Banos HW Facility, located at 17173 S. Billy Wright Rd., Los Banos, CA, a Recycle Only Facility, where only used oil, oil filters, car batteries, electronic and universal waste are accepted. Other HW materials are sometimes found in load checks at both landfill locations. Periodic collection events are held at the Highway 59 Landfill HW Site but HW items will need to be packaged, transported, and disposed/recycled from both sites.

### **1.3 CONTRACT TERM**

The Contract term shall be for a period of one (1) year with the option for the Authority to extend in one year increments

### **1.4 SCHEDULED ACTIVITIES**

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The Authority reserves the right to modify the dates below in accordance with its review process.

<u>Activity</u>	<u>Estimated Schedule Date</u>
1.5.1. Availability of the Request for Proposal	January 26, 2012
1.5.2. Deadline for Submission of Questions from Contractors	February 3, 2012
1.5.4. Deadline for Responses to Questions	February 10, 2012
1.5.5. Closing Date for the Request for Proposal.	February 24, 2012
1.5.6. Review of Request for Proposal by Evaluation Committee	Feb. 27–March 2, 2012
1.5.8. Authority's recommendation to the Authority Board for appropriation action	March 15, 2012
1.5.9. Contract Performance to Commence	March 30, 2012

## SECTION 2

### SCOPE OF WORK

#### 2.1 SCOPE OF WORK

The Contractor shall manage periodic collection events for residents and Conditionally Exempt Small Quantity Generators (CESQG'S) at the Highway 59 Landfill HW site and furnish all necessary and appropriate personnel and properly certified equipment to safely and lawfully handle, package, transport, and dispose of/recycle all hazardous waste (HW), which may be collected in accordance with California Health and Safety Code, California Code of Regulations and other applicable federal, state and local regulations related to HW. Additionally, wastes will be handled, packaged, transported, and disposed of/recycled from the Billy Wright Landfill Recycle Only site.

- A. The contractor shall include all labor, material and equipment necessary to handle, package, transport, and dispose of/recycle all HW collected at the Authority's permanent collection site events, including but not limited to, the following:

1. Latex Paint for Recycling
2. Solvents
3. Oil Based Paint
4. Aerosols
5. Dry Pesticides, Poisons
6. Liquid Pesticides, Poisons
7. Corrosives
8. Flammable Solids
9. Flammable Liquids
10. Acid/Base Liquids
11. Acid/Base Solids
12. Oxidizers
13. Ammonium Nitrate Fertilizer
14. Propane Cylinders
15. Non-Reactive Labpacks
16. Reactive Labpacks
17. Antifreeze
18. Used Motor Oil
19. Used Oil Filters
20. Mercury Articles
21. Empty Drums for Recycle
22. Household Batteries
23. Auto Batteries
24. Contaminated Rags
25. Fluorescent Light Tubes
26. Medical Sharps
27. CRT Units (televisions and computer monitors)
28. Electronic Waste
29. Other Waste

All such work shall be performed in a thorough and efficient manner under the contract administration of and to the satisfaction of the Authority. The Authority shall determine, at its discretion, which items in the list above that contractor will handle, package, dispose of/recycle.

- B. Periodic Events shall last a minimum of four (4) hours each day and occur between 8:00 a.m. and 12:00 p.m. or later on Friday for Conditionally Exempt Small Quantity Generator's (CESQG'S) and between 8:00 a.m. and 12:00 p.m. or later on Saturday for Merced County residents. Event dates shall be determined by the Authority. It is expected that there will be ten (10) to forty (40) participants per event day.
- C. The selected firm shall provide professional Fixed Cost services. Fixed Cost services shall include:
- Perform site setup and breakdown
  - Plan and provide emergency response services
  - Prepare health and safety plans
  - Identify hazardous waste and segregate incompatible hazardous waste
  - Properly package waste for transport in compliance with 49 CFR, Chapter I, Subchapter A, § 172.101 et. al.
  - Properly label packaged waste
  - Prepare Hazardous Waste Manifest content
  - Prepare Bills of Lading
  - Prepare Waste Profiles
  - Prepare and deliver Form 303 data with each event invoice
  - Properly placard containers for shipment
  - Provide miscellaneous equipment
  - Provide and set up appropriate offsite and onsite signage
  - Provide and direct personnel and services required to conduct these activities
  - Staffing shall include, at a minimum, a project or event manager, a chemist, and technician(s)
  - Any vehicle used to transport hazardous waste shall be registered with the Department of Toxic Substances Control (DTSC) as a Registered Hazardous Waste Hauler and shall display a current sticker from the DTSC
  - The Contractor must possess a current Federal Environmental Protection Agency Identification Number as a Transporter
  - If the Contractor owns a Transportation Storage Disposal Facility (TSDF), the facility must possess a current Federal Environmental Protection Agency TSDF Identification Number
  - Provide an 800# for participants to call and schedule an appointment
  - Schedule participants (both residents and CESQG'S)
  - Take payments directly from CESQG's. No charge residents
  - Provide detailed journals of wastes accepted
  - Provide detailed invoices
- D. The contractor shall provide sufficient labeled, replacement containers approved by the U.S. Department of Transportation suitable for packaging, transporting, and disposal/recycling of HW. The number of containers supplied shall provide adequate capacity to accommodate all HW delivered to the collections sites. Bulking and packaging of material shall be done in yard boxes or in containers of eighty-five (85) gallon capacity or less.
- E. The contractor shall provide a sufficient number of properly trained attendants to complete the packaging, transporting, and disposal/recycling of all HW.
- F. At the time the contractor takes possession of HW materials from the place of transfer, or accepts delivery of the HW materials at the designated storage or disposal facility, whichever circumstance is applicable, title, risk of loss and all other incidents of ownership to the HW materials shall be vested in the contractor. Unless rejected by the contractor all HW tendered or submitted shall be conclusively considered accepted, and shall be thereafter the sole responsibility of the contractor to safely and lawfully package,

transport, and dispose of/recycle. Provisions shall be made by the contractor to provide personnel who will properly inspect, treat, and prepare any hazardous materials before transporting these materials from the collection site premises.

- G. The contractor shall be responsible for removal and disposal of HW to an approved disposal site or recycling facility and shall provide all laboratory services required for proper inventorying, identification, and cataloging of HW. All charges for laboratory services shall be included as part of the billing rate. The contractor shall also be responsible for removal and disposal of all waste it creates in performing the services described herein, such as, but not limited to, protective clothing, material boxes and site coverings, all of which shall be disposed of in compliance with all applicable laws and regulations.
- H. The contractor shall provide the Authority with proper documentation of all HW collected at Authority sites and sent to an approved disposal site or recycling facility. Such documentation shall be separate for each site and may include, but is not limited to, hazardous waste manifests and bills of lading.
- I. The contractor warrants that it understands the currently known hazards which are presented to persons, property and environment in the transportation, storage and treatment/disposal of HW materials.
- J. The contractor, its employees and subcontractors, shall comply with the Authority's safety procedures while on the collection site premises.
- K. The contractor will invoice CESQG'S directly and will credit the Authority for CESQG charges on Authority invoices. CESQG'S shall pay the same rates as the Authority.

The "Scope of Work" section should contain detailed, step-by-step descriptions of the work to be done by the Contractor. It should be organized to reflect the order in which the work will be done. The work sequence should identify the task and subtasks as carefully and with as much detail as possible for performing that task. Each task should be described in a separate, numbered paragraph. There should be a deliverable item for each task. Deliverable items can be listed after each task, or may be listed in a summary schedule and cross-referenced by the appropriate task number. Acceptance of the deliverable items will signify satisfactory completion of each task. For instance, a task might read as follows:

"Deliverable: Complete a work plan submitted to project manager within five working days of startup."

## **2.2 SPECIFIC COMPLIANCE**

The Contractor awarded the Contract derived from this proposal will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

- Cal OSHA Requirements
- Air Quality Act
- Energy Policy and Conservation Act
- California Health and Safety Code
- California Code of Regulations
- Comprehensive Environmental Response, Compensation, and Liability Act
- Code of Federal Regulations
- Resource Conservation and Recovery Act
- Superfund Amendments and Reauthorization Act
- Toxic Substances Control Act
- Department of Transportation

## SECTION 3

### INFORMATION TO CONTRACTORS

#### 3.1 REQUEST FOR PROPOSAL CLOSING DATE

The proposal must be received at the Authority office on or before 5:00 p.m. on February 24, 2012. The proposal must be in a sealed envelope, box, or appropriate package, with the name and address of the Contractor, Request for Proposal Title, and closing date clearly marked on the outside. It is the sole responsibility of the submitting Contractor to ensure that its proposal is received before the submission deadline. Submitting Contractor shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE CONTRACTOR UNOPENED.**

Proposal must be mailed or delivered personally to:

Merced Authority Regional Waste Management Authority  
7040 N. Highway 59  
Merced, California 95348  
Attention: Sam Chandler

Without law or policy to the contrary, if the Contractor took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Contractor, but was the result of negligence by the Authority, the Authority reserves the right to accept such proposal.

#### 3.2 INTERPRETATION, CORRECTIONS, AND ADDENDA

The Contractor must carefully examine the specifications, terms, and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work," or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section "SCHEDULED ACTIVITIES." No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written addendum, issued by the Authority to each firm in receipt of the Request for Proposal and shall be incorporated in the proposal.

The Contractor shall sign and date the addendum and submit same with the proposal. **Any oral communication by the Authority's designated contact person or any other Authority staff member concerning this proposal is not binding on the Authority and shall in no way modify this proposal or the obligations of the Authority or any Contractors.**

The Contractor may FAX requests to (209) 384-3109, E-mail to: [kquinlan@mcrwma.org](mailto:kquinlan@mcrwma.org) or mail to:

Merced Authority Regional Waste Management Authority  
7040 N. Highway 59  
Merced, California 95348  
Attention: Keith Quinlan

All inquiries shall be directed to the designated Authority staff person shown above. Contact with any other Authority personnel, any undue "badgering" of such Authority personnel by the

Contractor is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

### **3.3 DISCUSSION WITH RESPONSIBLE CONTRACTORS AND CLARIFICATIONS TO PROPOSAL**

Discussions may be conducted with Contractors who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Contractors to anyone outside the Authority. The purpose of such discussions shall be to examine Contractors:

- Qualifications
- Proposed method of performance
- Proposed personnel and facilities
- Compensation

All Contractors submitting a proposal for consideration agree that their company will be willing to enter into a negotiated, final Contract if awarded this proposal. Negotiated changes will not change the "Scope of Work."

### **3.4 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Contractor, may be rejected. If, in the opinion of the Authority, such information was intended to mislead the Authority in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

### **3.5 RULES FOR WITHDRAWAL OR REVISION**

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Contractor's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the Authority, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Contractor to submit a new proposal, provided the Contractor can submit the new proposal by the deadline stated herein.

### **3.6 SUBCONTRACTING**

Any Contractor using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal (Attachment 2, Subcontractor List). The selected Contractor will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Contractor are the sole responsibility of the Contractor. Any Contract that is entered into between the selected Contractor and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

### **3.7 JOINT VENTURES**

In the event a proposal is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

### **3.8 CONTRACT AGREEMENT - TERMS AND CONDITIONS, STATUTES, AND RULES**

The proposal itself is only a reference point to the Authority's standard Contract and is not the legal document itself. The contractor will be required to enter into a negotiated and final Contract with the Authority, specifically identifying the "Scope of Work" as well as the Authority's general terms and conditions. Contractor agrees to incorporate by reference the Authority's solicited proposal, the Contractor's responding proposal, and any other documentation deemed necessary by the Authority into any Contract that may be derived from this proposal and shall conform to all applicable statutes, rules, and regulations of the federal government, the State of California, and the Authority. Nothing in this proposal shall be construed to prohibit either party from proposing additional terms and conditions during negotiation of the resulting Contract.

**Any Contract that may be developed as a result of this proposal will not become legally binding until it has been approved by the Authority Board and signed by the Executive Director.**

## SECTION 4

### GENERAL PROVISIONS

#### 4.1 GENERAL INFORMATION

- 4.1.1. THE AUTHORITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE AUTHORITY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE CONTRACTOR IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.
- 4.1.2. The proposal must be developed on the forms provided in this package or must follow the proposal content requirements in the order in which they appear in the proposal and must be placed in a sealed envelope or carton with the proposal name and closing date visibly displayed on the outside.
- 4.1.3. All proposals shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The Authority reserves the right to withhold an award of the proposal for one hundred twenty (120) days from date of closing.
- 4.1.4. Cost for developing and preparing the proposal is solely the responsibility of the Contractor whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.

#### 4.2 DETERMINATION OF CONTRACTOR'S RESPONSIBILITY

##### 4.2.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the Authority's policy to conduct business only with responsible Contractors.

##### 4.2.2 Non-responsible Contractor

The Authority may declare a Contractor to be non-responsible for purposes of this proposal if the Contractor had done any of the following:

- Committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform any Contract that may be derived from this proposal with the Authority or a Contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same;
- Committed an act or omission which indicates a lack of business integrity or business honesty; or
- Made or submitted a false claim against the Authority or any other public entity.
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

#### **4.3 PUBLIC DISCLOSURE**

All public records of the Authority are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the awarded Contractor and the Authority have signed the Contract.

In the event that an unsuccessful contractor files an official request to view the awarded Contractor's proposal, the Authority must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary will not be made available.

#### **4.4 QUALIFICATIONS OF CONTRACTOR**

The Authority may make such investigation as it deems necessary to determine the ability of the Contractor to provide the services requested herein, and the Contractor shall furnish to the Authority all information and data for this purpose as the Authority may request. The Authority reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Contractor fails to satisfy the Authority that such Contractor is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

#### **4.5 DISQUALIFICATION OF CONTRACTOR**

A Contractor may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among Contractors, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Contractor.
- Lack of responsibility and cooperation as shown by past work or services.
- Being in arrears on existing Contracts with the Authority or having defaulted on previous Contracts.
- Delivery of their proposal after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

#### **4.6 GRATUITIES**

Neither the Contractor nor any person, firm, or corporation employed by the Contractor shall give, directly, or indirectly, to any employee or agent of the Authority, any gift, money, or anything of value, or any promise, obligation, or Contract for future reward or compensation, neither during the proposal process nor during the performance of any Contract period resulting from this proposal.

#### **4.7 DRUG FREE WORK PLACE**

The awarded Contractor must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

## SECTION 5

### INSTRUCTIONS FOR SUBMITTING PROPOSAL AND PROPOSAL CONTENT REQUIREMENTS

#### 5.1 GENERAL INFORMATION

Contractor shall submit a complete proposal, providing all information requested and a complete description of the functional operation of the program/project proposed. Provide a clear and concise description of the services to be provided by your company in response to the Authority's requested "Scope of Work." Please submit two (2) originals signed in blue ink, two (2) copies, and if possible, one (1) copy on a standard CD or a flash drive using MS Word format.

The proposal must be typed on standard 8 ½" by 11" paper and each page must be clearly and consecutively numbered. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. A single three-ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein.

#### 5.2 PROPOSAL FORMAT

The proposal must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation.

The content and sequence of the proposal will be as follows:

- Signature Page (Attachment 1)
- Executive Summary
- Contractor's Qualifications
- Approach
- Subcontractor List (Attachment 2)
- Reference List (Attachment 3)
- Proposed Staff List (Attachment 4)
- Hazardous Waste Transporters List (Attachment 5)
- Hazardous Waste Recycling & TSD Facilities List (Attachment 6)
- Financial Statement
- Cost Proposal (Attachment 7)
- Form W-9 (Attachment 8)

##### 5.2.1 SIGNATURE PAGE

Contractor must complete and return the enclosed Signature Page (Attachment 1, Signature Page). The Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

##### 5.2.2 EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the Contractor's Business Proposal to provide the Evaluation Committee with a broad understanding of the Contractor's approach, qualification, experience and staffing.

##### 5.2.3 CONTRACTOR'S QUALIFICATIONS

Contractor shall provide a concise statement demonstrating that the Contractor's company has the qualifications and experience capability to perform the requirements of this proposal. The following sections must be included:

#### 5.2.3.1 History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated. Provide a statement as to any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against your company in the past five (5) years.

#### 5.2.3.2 Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your proposal.

#### 5.2.3.3 References

Provide a list of at least five (5) customer references (Attachment 3, Reference List), include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Contract; and the dates that these services were completed. Contractor may provide sample material of your company's work to substantiate your previous experience.

#### 5.2.3.4 Staff Assignment

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and license, if appropriate, and a detailed resume for each person. Additionally, the Contractor must specify where the staff will be located and identify the program/project manager (Attachment 4, Proposed Staff).

#### 5.2.4 APPROACH

Contractor's proposal shall clearly describe in detail how Contractor will meet the requirements of this proposal and perform the Scope of Work. Additionally, the proposal should provide any special or unique qualifications which the Contractor believes it possesses to meet the requirements of this proposal. Only those levels of performance the Contractor actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

#### 5.2.5 SUBCONTRACTOR LIST

Contractor shall provide a list of any/all subcontractors that will be used.

#### 5.2.6 REFERENCE LIST

Contractor shall provide a list of references (Attachment 3).

#### 5.2.7 PROPOSED STAFF LIST

Contractor shall provide a list of proposed staff (Attachment 4).

#### 5.2.8 HAZARDOUS WASTE TRANSPORTERS LIST

Contractor shall provide a list of Hazardous Waste Transporters that will be used (Attachment 5).

#### 5.2.9 HAZARDOUS WASTE RECYCLING & TSD FACILITIES LIST

Contractor shall provide a list of Hazardous Waste Recycling & TSD Facilities that will be used (Attachment 6).

#### 5.2.10 FINANCIAL STATEMENT

Financial Statement (Attachment 7) submitted will be forwarded to the Authority for review and destroyed or returned within three (3) working days following close of RFP. If you wish to have your financial statement returned, a self-addressed, stamped envelope must be enclosed.

Provide copies of the company's most current and prior two (2) fiscal years financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Financial statements will be kept confidential if so stamped on each page. THIS INFORMATION SHOULD BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "CONTRACTOR'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE.

#### 5.2.11 COST PROPOSAL

It is essential that all responding Contractors include and clearly detail all costs, payment schedules, categorization of line items, and/or other related costs associated with your proposal (Attachment 8). All proposals must have a narrative providing a thorough and clear explanation of your costs.

#### 5.2.11 FORM W-9

Contractor shall complete and submit a form W-9 (Attachment 9), Request for Taxpayer Identification Number and Certification with proposal.

## ATTACHMENTS

ATTACHMENT 1

**SIGNATURE PAGE**

(CONTRACTOR TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

\_\_\_\_\_  
Authorized Representative - Name Title

\_\_\_\_\_  
Signature Date

Business License No.: (Merced City) \_\_\_\_\_

(Merced County) \_\_\_\_\_

Professional License No.: \_\_\_\_\_

Taypayer Identification No.: \_\_\_\_\_

# ATTACHMENT 2

## SUBCONTRACTOR LIST

(CONTRACTOR TO COMPLETE AND RETURN WITH PROPOSAL)

**SUBCONTRACTOR NO. 1 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**SUBCONTRACTOR NO. 2 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**SUBCONTRACTOR NO. 3 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**SUBCONTRACTOR NO. 4 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**SUBCONTRACTOR NO. 5 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

# ATTACHMENT 3

## REFERENCE LIST

(CONTRACTOR TO COMPLETE AND RETURN WITH PROPOSAL)

List Five (5) Reference where the same or similar Scope of Work were provided

**REFERENCE NO. 1 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 2 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 3 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 4 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_

**REFERENCE NO. 5 - COMPANY NAME:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

AMT. OF CONTRACT: \_\_\_\_\_ DATE AND TYPE OF SERVICE \_\_\_\_\_













# ATTACHMENT 8

## FORM W-9

(CONTRACTOR TO COMPLETE AND RETURN WITH PROPOSAL)

Form <b>W-9</b> (Rev. January 2002) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
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Print or type  
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number
+

or

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Employer identification number
+

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person	Date
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### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

### Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

