

SECTION III DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. General

- 1.1.** The primary objective of this solicitation is to obtain the services of one (1) or more Contractor who shall provide hazardous waste categorization, identification, collection, packaging, transportation, shipping, disposal, and related services for the City's Household Hazardous Waste (HHW) Collection Program in the most cost effective manner. The HHW Collection Program as designed will provide an outlet for proper disposal of household hazardous wastes for a "one day" collection event for selected noxious and special waste. The "one day" collection event can occur in two (2) formats: 1) a City-exclusive Event that is open only to one (1) City's residents and operations, or 2) a Joint Event wherein two (2) or more Participating Cities, listed in Section II, "Special Terms and Conditions," coordinate a time and location for the drop-off of household hazardous waste, special waste, and electric waste that is open to residents and operations of the Coordinating Participating Cities.
- 1.2.** The Contractor shall offer to provide collection, packaging, transportation and disposal of Hazardous Waste Material generated by City residents and City operations, and those of the Coordinating Participating Cities in a Joint Event.
- 1.3.** For Joint Events, it is the intent to have residents from each community jointly use Contractor's services on a given date, at a specified location. Each of the Participating Cities may choose to coordinate with one (1) or more other Participating Cities to host a Joint Event. Two (2) or more Participating Cities that decide to coordinate in this manner will be referred to herein as "Coordinating Participating Cities". A minimum of twelve (12) Joint Events among Coordinating Participating Cities will be coordinated per year. Other City-exclusive Events, or single City events, may occur throughout the year without the need of coordination among the Participating Cities.

2. Contractor Responsibilities

- 2.1.** The Contractor is and shall perform this agreement as an Independent Contractor and, as such, shall have and maintain complete control over all of its personnel and operations. Neither the Contractor nor anyone employed by the Contractor shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City.
- 2.2.** Contractor shall provide necessary personnel, with experience in HHW field operations, including the identification, characterization, and handling of HHW for the collection event unless alternate arrangements with City have been pre-approved. Required staffing levels will be set for each remote collection event based on historic participation data and as mutually agreed upon by the City and the Contractor. All Contractor personnel shall have required up to date OSHA 29 CFR 1910.120 training. Contractor shall submit copies of certifications to City upon request.

Contractor shall provide ALL of the necessary equipment and material for setting up and operating at the City collection site and any other site designated for a HHW Collection Event. Necessary equipment shall include, but not be limited to, sorting tables, tarps, tents, traffic cones, pallet jacks, portable eye wash, drum dolly, pallets, drum liners, carts, trash cans, emergency air horn, and spill kits.

- 2.3** For Joint Events coordinated among specific Participating Cities, Contractor must prepare separate invoices for each Participating City that helped coordinate the Joint Event. Contractor may charge a flat fee for the preparation and processing of the invoices. Such flat fee will be evenly divided among the Coordinating Participating Cities for the given Joint Event. The flat fee must be listed in the Proposer's quote and must be submitted electronically through the eBid System with the other price breakdowns in the "Line Items" tab.

Invoices for Joint Events must reflect a division of the Contractor's overall costs, not including the invoice flat fee, wherein each of the Coordinating Participating Cities share the costs proportionally based on the users from each Coordinating Participating City. For example, two (2) Participating Cities decide to coordinate a Joint Event. If thirty (30) residents from City "A" and seventy (70) residents from City "B" that used the Contractor's services at the Joint Event. Coordinating Participating City "A" will be invoiced and responsible for payment of thirty percent (30%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. Coordinating Participating City "B" will be invoiced and responsible for payment of seventy percent (70%) of the Contractor's overall costs plus fifty percent (50%) of the Contractor's flat fee for invoicing at the Joint Event. The City hosting the event, a Joint Event or otherwise, ("Host City"), will determine who may use the event and is responsible for documenting usage. In a Joint Event, the Host City will convey to the Contractor the percentage of users from each Coordinating Participating City so the Contractor may bill proportionately. Additionally, the Host City shall provide each Coordinating Participating City with the same information.

3. Collection Event Implementation

- 3.1.** A pre-collection coordination meeting between Contractor's Event Coordinator and the Host City's Event Coordinator shall be held in advance of the event. The collection location shall be completely set up prior to the collection of items specified by the Host City. A joint inspection by the Contractor's Event Coordinator and the Host City's Event Coordinator will be made prior to each event. Any observed deficiencies shall be corrected prior to opening the collection location to the public.
- 3.2.** The Contractor shall establish the configuration of the collection center to allow participants to deliver waste materials in a drive through pattern without leaving their vehicle. The traffic layout is to be mutually agreed upon between the Host City's Event Coordinator and Contractor's Event Coordinator. Specific legible instructions and traffic control signs shall be provided by the Contractor as required and shall be posted to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic.
- 3.3.** Disposal costs shall be based on the net weight of waste or by each piece as quoted on the bid sheet. Weight shall be determined by on-site weighting. A scale shall be provided by the Contractor. Calibration shall be from 1 to 650 pounds certified by the Department of Agriculture. Container weights are excluded and tare weights shall be subtracted and noted on the invoice(s). Prior to each event, Contractor shall make available the precise weight of all shipping containers that will be utilized in the operation.
- 3.4.** Net weight shall include all materials inside the container including absorbent materials when used. Only vermiculite or organic absorbents are allowed for use except where incompatible with the waste. Other absorbents such as clay absorbent are not permitted.
- 3.5.** The Contractor shall provide on-site identification of all hazardous waste received at the collection facility. Identification shall be sufficient to properly package all hazardous waste

pursuant to USDOT requirements and to ensure acceptance at an EPA permitted storage, treatment or disposal facility.

- 3.6. The Contractor shall make provisions to consolidate compatible hazardous wastes in order to minimize per unit disposal costs. Additionally, the Contractor shall make provisions to bulk flammable materials or other compatible wastes, if such options are available.
- 3.7. Contractor is expected to remain at the collection site until all hazardous materials are safely stored and hauled/removed. Contractor shall ensure the site is completely free of any residual HHW. The Contractor shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22) in accordance with 40 CFR Part 262, Sub-part B, for all hazardous waste collected during events and transported from the City. Further, the Contractor shall provide copies of all Uniform Hazardous Waste Manifests to the Host City within a mutually agreed upon time period. The final manifest shall be submitted to the Host City within sixty (60) business days after the event.
- 3.8. Invoices shall be submitted to the City, or in the instance of a Joint Event, to all Coordinating Participating Cities, within sixty (60) days of completion of service. Invoices shall note correspondence and manifest numbers where applicable.
- 3.9. The Contractor shall comply with pre-Transport requirements of 40 CFR Part 262, Sub-part C. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of hazardous waste.
- 3.10. The Contractor shall comply with 40CFR Part 2, "Standard Applicable to Transporters of Hazardous Waste"; Chapter 17-730, Part 3 Florida Administration Code; and all applicable USDOT requirements for transportation of hazardous materials.
- 3.11. The Contractor shall ensure that all transporters possess local, state and federal transporter permits, and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered en route are in compliance.
- 3.12. The Contractor shall provide a statement of agreement with any treatment/storage/ disposal facility not owned by the said Contractor.
- 3.13. The Contractor shall provide the Host City with a Drum Summary Breakdown sheet indicating manifest number and container content sheet numbers for each drum of hazardous waste collected during events within mutually agreed upon time period. Contractor shall also provide an invoice to the Host City that is a cross reference sheet for every disposal line item which shall include description, size of container, quantity, and all drum numbers per category as they appear on the Drum Summary Breakdown.
- 3.14. During the planning for each City event, or a Joint Event, the Contractor shall identify tasks which can be performed by the Host City personnel and volunteers, with and without direction from the Contractor's professional staff.
- 3.15. The Contractor shall coordinate with the Host City's Event Coordinator to implement an as-needed "milk-run" arrangement to pick-up material stored in the Host City's household hazardous waste containment unit or authorized Host City facility or location.

- 3.16. The Host City's Event Coordinator shall have the authority to remove anyone from the site, and prohibit their re-entry.
- 3.17. The Contractor shall provide Certificate of Disposal for all hazardous waste collected during events to the City, and in a Joint Event, to all Coordinating Participating Cities, within sixty (60) days of waste manifest date.
- 3.18. Contractor shall be deemed to be the "generator" (for the purposes of Florida and Federal laws and regulations) of all materials accepted by the Contractor for the HHW Collection Program.
- 3.19. Contractor shall assure that materials for which Contractor accepts generator status shall be accepted for disposal at the final disposal site(s).
- 3.20. **Contractor shall be responsible for all materials collected at events and once collected, shall be responsible for the packaging, removal and disposal of these materials. Contractor shall use due care when accepting materials at Host City events to identify non-acceptable wastes and return to the person(s) attempting to use Host City event for disposal. Costs for packaging, removal and disposal shall be borne by the Contractor unless otherwise agreed upon by City, or in the case of a Joint Event, agreed upon by all Coordinating Participating Cities, in writing.**
- 3.21. Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the City caused by Contractor's negligent performance of any of the services, furnished pursuant to this Contract, except for errors, omissions, or other deficiencies to the extent solely attributable to the City, City furnished data or any third party data. Contractor shall not be responsible for time delays caused by circumstances beyond the Contractor's control.
- 3.22. The Contractor shall dispose of all hazardous wastes that cannot be recycled at a USEPA-permitted (RCRA Part B Permit required) hazardous waste disposal site approved by the Host City. Any exception to this type of management must be approved by the Host City and FDEP. Contractor shall allow City staff and/or its agent(s) to visit and inspect disposal facility(ies).
- 3.23. Electronics shall be recycled by vendors who have either the Responsible Recycling (R2) Standard for Electronics Recyclers or the eStewards Standard for Responsible Recycling and Reuse of Electronic Equipment (e-Stewards) certification.
- 3.24. Contractor shall remove all accepted waste at the end of each collection event unless the waste is to be secured in special storage containment units and approved by the Host City, in writing. If stored, all accepted waste shall be removed by Contractor upon request and through coordination with the Host City.
- 3.25. No disposal of HHW waste shall be provided using Class I, Class II, or Class III landfill. Landfilling of materials such as household batteries and solid fertilizers may be allowed with the written permission of the City's Contract Administrator, in a Subtitle "C" secured hazardous waste landfill.

4. Health and Safety

- 4.1. Contractor shall provide all spill control measures which are necessary to control any type of spill.

- 4.2. Contractor shall be completely responsible for the cleanup and any associated costs of any spill as a result of their activities at the pickup site, during transportation, or at the disposal facility.
- 4.3. Contractor shall clean up spills in accordance with Federal, State and Local regulations and verify that the cleanup meets applicable cleanup standards. City reserves the right to verify costs and quality of any such cleanup required of the Contractor in performing tasks under the terms and conditions of this contract.
- 4.4. The Contractor shall prepare and submit information to the City sufficient to complete the annual hazardous waste generator report required by FDEP and submit a hazardous materials hauler report to Broward County's Environmental Protection Department. Data must be accessible to all co-op cities online.
- 4.5. The Contractor shall provide an annual report which shall list all HHW collected during each event, disposition of all hazardous waste collected, and the total cost to the City.
- 4.6. All reports produced by the Contractor during the contract term shall become the property of the City without restrictions or limitations upon their use.
- 4.7. The Contractor shall provide to the City a copy of any regulatory notices or citations issued at any transfer, treatment, or disposal facility that is or has been used for City HHW within ten (10) working days of issue.

5. City Responsibilities

- 5.1. The Host City shall monitor, oversee and supervise all collection events. Designated Event Coordinator from the Host City shall be on-site to coordinate activities and assist in resolving any problems that arise.
- 5.2. The Host City staff shall be responsible for determining who is permitted to participate in the event.
- 5.3. The Host City will coordinate vehicle flow and provide traffic control devices as needed.
- 5.4. The Host City reserves the right to cancel or reduce the hours of operation of any scheduled collection due to inclement weather, reduced participation, funding shortfalls, or other reasons.
- 5.5. The Host City will provide bathroom facilities.
- 5.6. The Host City reserves the right to remove any materials from the waste stream (such as oil, batteries, paint, tires, electronics, or other commodities) for recycling or alternative disposal. Contractor shall segregate these materials at Host City's request for recycling or alternative disposal.
- 5.7. The Host City reserves the right to provide some or all of qualified staff, equipment, or materials required for setting up or operating the collection center(s).
- 5.8. The Host City will distribute informational materials and conduct surveys at all collection events.
- 5.9. The Host City will be responsible for all costs associated with the proper handling, transportation, and disposal of household hazardous wastes as provided by this agreement as

per the unit prices awarded under the contract, except as outline herein for Joint Events wherein the costs will be shared proportionally among the Coordinating Participating Cities.

- 5.10.** The City, or Host City, will not be responsible or liable for the collection, packaging, transportation, or disposal of non-household hazardous waste accepted by the Contractor, nor for the costs incurred by the Contractor in performance of this work. The Host City shall provide a dumpster for non-household hazardous waste at all collection events.
- 5.11.** The Host City shall be responsible for providing all necessary Personal Protective Equipment (PPE) to its employees, including but not limited to, Tyvek coveralls, safety glasses, gloves, respirators, work boots and hardhats.

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