

EXHIBIT A – SCOPE OF WORK/SERVICES

19-0931

Hazardous Waste Disposal Services

1. Definitions

Household Hazardous Waste/Chemical Collection (HHWCC) Program - A County sponsored, continuous collection process involving the collection of Household Hazardous Waste and Chemicals delivered to the collection site located at the Lake County Public Works, Solid Waste Division at 13130 County Landfill Road, Tavares, Florida 32778 by individuals and residents and materials collected from the Household Hazardous Waste Mobile Collection Unit in accordance with Chapter 62-730, Florida Administrative Code .

Qualified Conditionally Exempt Small Quantity Generators (CESQG) are allowed to participate in the HHWCC Program by registration with the County and delivering materials on Wednesdays.

Special Hazardous Collection Events - Periodic collection events scheduled as necessary, to provide disposal opportunities to Small Quantity Generators (SQG) and uniquely targeted groups.

2 Scope of Service

Provide sufficient, competent, trained staff to receive, identify, handle, package, consolidate, store and transport all hazardous waste received and processed as a result of the continuous HHWCC Program and special collection events initiated by the County. The County reserves the right to remove any material from the waste stream which is collected pursuant to its household hazardous waste/chemical collection program, including consolidation of compatible wastes prior to transport. The minimum requirements for the special collection events are as follows:

A. Traffic Control - Establish a configuration of logistics and personnel which will allow participants in the collection event to drive through the Solid Waste facility without leaving their car. The contractor shall remove the hazardous material from the participant's vehicle. Post signs or other legible instruction to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic and set up separate, clearly designated traffic lanes for CESQG and SQG participants. Provide for the uninterrupted flow of traffic during shed clean out activities.

B. Handling and Packaging of Wastes - Provide on-site, at the County's specified location, services for the safe removal of hazardous wastes from vehicles, interviewing participants on the characteristics of their wastes, and determining the appropriate handling and storage of the wastes during special events (which the County will designate throughout the term of the contract). The material, once properly identified, shall be transported to the contractor's packaging and consolidation area located at the site. This service shall be performed by technicians with the minimum qualifications outlined within this RFP and contract.

C. Temporary Packaging and Consolidation - Select a location at the County's site for the collection of household hazardous waste/household chemicals and establish a temporary packaging and consolidation area. Provide all of the necessary equipment and materials required for setting up and operating the temporary packaging and storage area. Equipment shall be clean, properly maintained and clearly identifiable as belonging to the contractor. Transport all waste accepted during the event to this area for identification, testing, packaging, labeling and temporary storage. Material shall only be packaged in United States Department of Transportation (US DOT)

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containers which are approved for the storage and transportation of the hazardous material contained within.

D. Identification of Wastes - Provide identification of all hazardous wastes received at the collection center. Identification shall be sufficient to properly package and label all hazardous wastes pursuant to US DOT requirements for transportation of hazardous wastes and materials and to ensure acceptance of the wastes at a permitted facility approved by the County. Provide all materials and equipment necessary for the proper testing and identification of wastes received during the event. Provide this service through the use of a chemist meeting the minimum requirements for the position as outlined within this RFP.

E. Consolidation of Wastes - Consolidate compatible wastes in order to provide the County with the lowest disposal cost for those wastes; including but not limited to, pouring off, or mixing together chemically compatible liquid oil based paints; pouring off, or mixing together chemically compatible flammable liquids such as oil, kerosene, gasoline, heating oil or other flammable or combustible liquids; pouring off, or mixing together chemically compatible liquid pool chlorine or pouring off or mixing together any other material which is chemically compatible and will not change or increase the hazard class or disposal cost of the original materials and would not create an increased risk to employees or participants in the collection events. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within and which may be supplied by the contractor. Provide this service through the use of a chemist meeting the minimum requirements for this position as outline within this RFP.

F. Lab Packing - Provide services for the lab packing of hazardous materials for disposal. Lab packing shall be performed at the temporary packaging and consolidation area which shall be established by the contractor and approved by the County. Each lab pack shall be accompanied by a lab pack list which identifies the individual types, the exact quantities and hazardous contents of the completed lab pack. Supply the County with the lab pack lists upon completion of the lab pack. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within. The minimum amount of packing material and the smallest practicable packaging container which can be safely utilized in the lab packing operation shall be used. Provide this service through the use of a chemist meeting the minimum requirements for this position as outlined within this RFP. Materials to be lab-packed will be provided to the contractor in the original containers.

G. Storage of Wastes - The contractor may, unless otherwise specified by the County; store properly packaged and labeled hazardous waste at the County's permanent storage facility prior to transporting these wastes for disposal. This waste may be stored for a period of no longer than two (2) calendar days. Only wastes which have been accumulated as a result of the household hazardous waste/chemical collection program may be stored at the County's location. The contractor may store CESQG wastes at the County's facility specified within this RFP.

H. Manifesting of Wastes - Supply and complete a Uniform Hazardous Waste Manifest (US EPA Form 8700-22) in accordance with 40 CFR Part 262, Subpart B, and comply with the manifesting of 40 CFR Part 263, for all hazardous wastes collected and packaged during the project

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or transported from the County, by the contractor, for disposal. The manifest shall adequately describe the contents and amounts of the material being transported and shall comply with all applicable US DOT requirements for the identification of hazardous materials. Identify on the manifest the actual weight or quantity of material listed on the manifest. The contractor is prohibited from making weight or quantity estimates of material identified on the manifest. All containers of hazardous materials shall be labeled with the proper EPA waste identification code and start accumulation date of the container. The contractor shall be identified on the Uniform Hazardous Waste Manifest as the generator for all wastes collected by the contractor through the household hazardous waste/chemical collection program and shipped off the County's site for disposal by the contractor. Copies of all manifests shall be provided to the County upon completion of the collection event.

Prepare any required Land Disposal Restriction forms or documents and provide the County with copies of the completed forms prior to transportation of any material for disposal.

I. Transportation and Disposal - The County estimates it will generate the following types of wastes as defined within this RFP. The management of all wastes shall be limited to the following disposal options listed below. The following codes shall identify the disposal method for each waste using the following codes:

- (T) Hazardous waste treatment
- (L) Hazardous waste landfill
- (I) Hazardous waste incineration
- (F) Fuel blending
- (R) Recycling

J. Transportation of Wastes - Transport all wastes which are approved by the County to hazardous waste facilities identified in the RFP using transporters meeting the minimal insurance and licensing requirements as outlined within this RFP and contract. The contractor shall be responsible for all activities relating to the transportation of hazardous materials or wastes.

K. Disposal of Wastes – The contractor shall transport and deliver material for disposal to destination facilities which maintain a permit from the Environmental Protection Agency (EPA) or from an Authorized State and which is defined as a Treatment, Storage and Disposal Facility (TSDF) as identified in 40 CFR Part 264. Identify the name, addresses, EPA Identification number, the contact person and telephone number of the facility which will be utilized for disposal of hazardous material. List the facility, the waste code, and the treatment method in which the facility shall employ for each type of waste the facility shall accept. Provide a list of any and all violations, enforcement actions, fines over the amount of Five Thousand and 00/100 Dollars (\$5,000.00), or other infractions in which the destination facility or facilities have received in the most current three (3) years of operation. Disclose any instance of being denied a permit or license for the conduction of household hazardous waste/household chemical collection in the past three (3) years. The above items must be listed with your response to this RFP. The contractor must ensure that any materials which are generated as a result of the household hazardous waste/chemical collection program be prohibited from disposal in non-hazardous waste landfills as identified in Subtitle D of 40 CFR Part 264, or delivered to non-hazardous waste incinerators

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except those authorized to burn hazardous waste fuels, or any such facility which is not licensed to conduct treatment, storage, or disposal of hazardous wastes identified in 40 CFR Part 264. The contractor shall supply the County with a certificate of destruction for wastes removed. The certificate of destruction shall be supplied no later than ninety (90) days from the removal of the waste. The County reserves the right to withhold a percentage of the awarded contract amount until the receipt by the County of the certificate of destruction.

L. **Recyclable Materials** - Separate and segregate materials which can be recycled and select to recycle those materials as the preferred method of disposal. This shall include but not limited to anti-freeze, waste oil, automobile batteries, latex paint or any other materials which may be identified by the contractor or the County.

M. **Non-Hazardous Wastes** - The contractor shall not, unless otherwise directed by the County, package or dispose of non-hazardous waste or empty containers formally containing hazardous waste which are collected during a household hazardous waste collection event. The County shall provide a container for the disposal of non-hazardous wastes and empty containers collected during the events and the contractor shall place these wastes in this container at the direction of the County.

N. **Unacceptable Wastes** - Gas cylinders, explosives, radioactive, shock sensitive materials, ammunition, and infectious wastes will not be accepted within the household hazardous waste/chemical collection program. The contractor shall provide a list of any other unacceptable wastes, state why these wastes are unacceptable, and recommend alternative methods of disposal as part of its proposal.

O. **Title of the Waste** - Title to all wastes accepted by the contractor at the site from County, residents and CESQG's for transport and disposal by the contractor shall pass directly from such County resident or CESQG to the contractor upon acceptance of the waste by the contractor.

P. **Small Quantity Generators** - Collect wastes from the County's Small Quantity Generators. The County shall supply a mailing list of SQG and CESQG. Establish milk runs or small quantity collection schemes in order to provide economical transportation and disposal costs for the County's SQG. The cost for disposal of the County's SQG wastes shall be paid by the SQG and the contractor shall be responsible for the collection of funds from the SQG. The contractor shall provide a toll-free telephone number for the SQG to contact the contractor. The SQG shall be charged a rate for disposal which is the same as identified by the contractor within its proposal to the County for the disposal of wastes collected as part of the County's household hazardous waste/chemical collection program.

Provide at least two (2) workshops per year directed to small quantity generators to provide them with information and to assist them in preparation for participating. The date, time, and a general description of the purpose of the workshops shall be advertised in the local media through the Chambers of Commerce, and through trade associations at least sixty (60) days prior to the date of a collection event. Placement of advertisements shall be approved by the County at least seventy (70) days prior to the date of a collection event. The workshops shall be held at least thirty (30) days prior to the date of a collection event. These workshops shall address topics such as obtaining

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an EPA identification number, identifying and preparing their waste for collection, collection costs, guidance on waste reduction, and their legal responsibilities as hazardous waste generators. The contractor shall prepare an agenda outlining topics for County approval at least fifteen (15) days prior to the first workshop. The workshops and advertisements shall be conducted and placed at no cost to County or to the participants.

Q. Reports – Within forty-five (45) days of completion of the household hazardous waste/chemical collection program pick-up, the contractor shall provide the County the following reports:

1. Date, location and the number of hours of the event and the number of cars, or residents which participated in the event, the type and exact quantity of the material received and the type and quantity of material rejected.
2. The contractor shall match the quantities of material received with the resultant containers which the contractor placed the received material into for disposal. The report shall list the hazard class of the container or lab pack as in flammable liquid, poison solid or liquid, etc. Total quantities (in pounds and/or gallons) of each hazard shall be noted.
3. List of materials transported for disposal along with copies of the corresponding manifests with the destination facility and the treatment method for each waste specified.
4. Detailed report of any spills or emergencies which occurred during performances of his services and outline the outcome of any remedial actions taken to include the current condition of the situation.
5. A detailed invoice to the County pursuant to the terms and conditions specified in this RFP and resultant contract.

R. The contractor shall assist in the advertising for special events scheduled by the County. County shall provide mailing labels and the contractor shall incur the cost of mailing out a pre-approved flyer.

S. Optional Services - List, with your response to this RFP, any other services, and price schedule associated therewith, that County may, at its option, include within the contract for services.

T. The contractor shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

3. Plans and Procedures

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A. Submit and maintain a contingency plan, approved by the County, which adequately describes how to identify and correct any problems which may be encountered during the performance of the duties required within this RFP. The plan must include remedial action provisions, spill prevention and control and emergency responses for hazardous waste transportation.

B. Submit and maintain a site safety plan, approved by the County. At a minimum the plan must include provisions for the proper handling of hazardous materials, worker and participant safety and traffic control. The plan must ensure that appropriate measures are taken to prevent damage to human health, the environment and public and private property.

4. Equipment

The contractor shall provide the following devices and equipment, clearly labeled and identified as belonging to the contractor, for use at the household hazardous waste/chemical collection event:

A. An internal communication or alarm system capable of providing immediate emergency instructions, either voice or signal, to participating personnel.

B. A device such as a telephone or handheld two-way radios which are capable of summoning emergency assistance from police, fire or State or local emergency response personnel.

C. Fire control equipment, including portable fire extinguishers and chemical extinguishing equipment, such as those using foam, inert gas or dry chemicals.

D. Spill control equipment including adequate quantities of absorbent materials, non-sparking shovels or devices, chemical neutralizers, over-pack drums or any other materials or devices which may be required for the control of spills or releases of material handled by the contractor.

E. Personnel protective equipment in adequate quantities to outfit all participants in the household hazardous waste/household chemical collection event. Equipment shall provide, at a minimal, the level of protection required for the tasks performed by the contractor. The contractor shall have adequate quantities of material such as chemical protective suits, protective eye wear, protective boots, chemical protective gloves, respirators, eye wash station, self-contained breathing equipment and any other safety equipment required by the contractor in the performance of his duties relating to the event or in the response to emergency situations.

F. First-aid and CPR supplies and equipment.

G. Drums, containers, liners, covers, rings, bolts, hazardous waste labels, manifests, lab pack lists, lab packing materials, material testing equipment or supplies, or any other material or supply as might be needed for the receipt, identification, packaging, transportation and disposal of the material collected during the household hazardous waste/household chemical event.

5. Personnel

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The County will require the contractor to have on staff a minimum of one (1) project manager, one (1) chemist and two (2) technicians. Where identified in the RFP, personnel shall have the following minimum qualifications and responsibilities:

A. Chemist - Persons identified as chemists shall maintain a four (4) year degree in chemistry or a related field, from an accredited college or university. Individuals shall have at least two (2) years' experience in conducting household hazardous waste/household chemical collection events and participated in the identification, classification and lab packing of chemicals and hazardous materials as part of its duties. Persons shall have participated in a forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR Part 1910.

The responsibility of the chemist shall be to properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents associated with lab packs and properly label and determine the appropriate disposal methods for the hazardous materials collected during the household hazardous waste/household chemical collection event.

B. Project Manager - Person identified as project manager shall maintain a four (4) year degree in chemistry or a related field, from an accredited college or university. At least four (4) years' experience in supervising household hazardous waste/household chemical collection events and participated in the collection, identification, consolidation, labeling, lab packing and properly manifesting and transporting chemicals and hazardous materials for disposal as part of its duties. Project manager must have participated in a forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR Part 1910. Individuals shall have received first aid and CPR training and be familiar with the emergency application of same.

The responsibility of the contractor's project manager shall be to manage, supervise and take direct responsibility for the actions of all employees and activities of the contractor or subcontractor during the household hazardous waste/chemical collection event and ensure compliance to the conditions of the contract. The project manager shall ensure that employees properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents, assume responsibility for wastes being properly labeled and manifested and be responsible in determining the appropriate disposal methods for the hazardous materials collected during the household hazardous waste collection events. The project manager shall be responsible for the contractor's actions in the prevention of spills or releases of hazardous materials and the contractor's responses to accidents and releases as a result of activities relating to the contractor or the conduction of the collection of hazardous materials during the household hazardous waste/chemical collection event.

C. Technician - Participation in a forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR Part 1910. Technicians shall have at least two (2) years' experience in the collection and proper handling of household hazardous wastes and participated in the collection, identification and manual transporting to the contractor's consolidation areas, all chemicals and hazardous materials

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received as part of its collection of hazardous materials at similar household hazardous waste/household chemical collection events.

Technicians shall be responsible for the identification and safe removal of hazardous materials which are delivered by County residents and CESQG's to the household hazardous waste/household chemical collection event site. Technicians shall safely transport these materials to the contractor's accumulation area and be able to identify potential hazards related to the handling of these materials.

D. Medical Surveillance - All site personnel, including any subcontractor, shall have successfully completed a pre-placement or periodic medical examination prior to their assignment to the project, in compliance with 29 CFR Part 1910. Identify any proposed subcontractors along with their proposed tasks with your response to this RFP.

6. Emergency or disaster situation

The contractor shall assist the County in case of emergency or disaster situations for cleanup, collection, and disposal of hazardous waste at sites determined by the County per the disaster fee schedule. (The vendor shall submit a proposed disaster fee schedule with this RFP.)

7. Training

The contractor shall provide the following training at no cost to the County, at a site designated by the County for County employees:

- a. Forty (40) hour OSHA training on an as needed basis
- b. Eight (8) hour refresher course, on an as needed basis, which shall include the Department of Transportation HM181.

PRICE REDETERMINATIONS

The Contractor may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) calendar days of the anniversary date of the Contract and only after the Contract has been in effect for at least one (1) year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement.

- A. Basis for Price Redeterminations. The Contractor may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that

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price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

- B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the [Statistics Site](#). The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Agreement.
- C. Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition for price redetermination for those job categories where the pay to the Contractor’s employees is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employees by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor.
- D. Fuel Price Redetermination. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such may be applicable to the Contractor’s operations in connection with the Contractor’s performance of the Agreement.
- E. Materials Price Redetermination. At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increases. Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity “Steel product mfg from purchased steel–PCU3312--3312”, as published by the Bureau of Labor Statistics.

All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the

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product/service is directly attributed to the redetermination category (wage, fuel, or material).

Current applicable PPI	\$200.50
Base index PPI	- <u>\$179.20</u>
PPI increase dollars	\$21.30
PPI increase percentage	11.9%
(\$21.30 ÷ \$179.20 = .1189)	
Unit cost of the service is:	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
\$30.00 × 11.9% =	\$3.57
New unit price is	\$103.57
(\$100 + \$3.57)	

- F. Expiration Upon Failure to Agree to Price Redetermination. If the County and the Contractor cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

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