

COUNTY OF EL DORADO Procurement & Contracts

ATTN: Purchasing Agent 330 Fair Lane Placerville. CA 95667 REQUEST FOR PROPOSAL #18-961-044

DUE: 3:00 PM – April 20, 2018

Sealed Proposals must be clearly marked on the outside of the package with:

"RFP #18-961-044 - DO NOT OPEN"

Household Hazardous Waste Services

The County of El Dorado Office of Procurement and Contracts, through its Environmental Management Department (also referred to as "County"), is requesting proposals for household hazardous waste (HHW) collection, transportation, processing, disposal, and associated services. In accordance with contract terms, specifications and conditions set forth herein, the Contractor will pick up lab packed and bulked containers of HHW at a permanent collection facility, transport the HHW to a disposal facility, and process or dispose of that HHW.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

Table of Contents

I. Background

II. Scope of Services

III. Proposal Content

IV. Proposers' Questions

V. Proposal Submittal

VI. Public Records Act

VII. Valid Offer

VIII. County's Rights

IX. El Dorado County Website Requirements

X. Evaluation

XI. Award

XII. Business License Requirement

XIII. Public Agency

Exhibits: "A" Sample Agreement for Services

"B" 15/16 Form 303

Notice to Proposers

Page 2

The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:

http://edcapps.edcgov.us/contracts/bidresults.asp

RFP results will be posted within approximately fourteen (14) business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

I. <u>Background</u>: El Dorado County is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The two incorporated Cities in El Dorado County are Placerville and South Lake Tahoe. In the 2000 census, El Dorado County's population was determined to be 156,299. El Dorado County's population is projected to reach 243,000 by 2025, an increase of over 80,000 new residents.

County staff collected, packaged and consolidated an average of 50,000 pounds of HHW over the past three (3) years. For scheduled events at the permanent household hazardous waste collection facility, the collected waste is consolidated at the El Dorado Hills Fire Station #86, located at 3670 Bass Lake Road, El Dorado Hills, California 95762. Waste collected at temporary events scheduled throughout the County is consolidated at the event location.

- II. <u>Scope of Services</u>: The successful Proposer will be required to enter into a three (3) year agreement for services with the County substantially similar in form to that attached hereto as Exhibit "A," marked "Sample Agreement for Services." Any reference in this Request for Proposal to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the agreement attached as Exhibit "A," the terms of the agreement shall govern. The Services to be provided shall include, but not be limited to, the following:
 - A. Labor: Contractor will provide all labor to document, load, ship, recycle, and dispose of all hazardous waste. Contractor will pick up packaged waste at 3670 Bass Lake Road, El Dorado Hills, California 95762, and at temporary event sites located throughout the County as designated by the Environmental Management Department. Manifesting, loading, shipping, and disposal tasks shall be conducted in accordance with all applicable requirements of Federal, State, and local laws and regulations. Contractor will provide properly trained, licensed, and qualified personnel to perform various duties as part of the collection, transportation, and disposal of HHW. Contractor will be solely responsible for transporting all wastes to the appropriate destination in a manner consistent with Federal, State, and local statutes and regulations. Currently, County and Fire Department staff operate the

collection facility and conduct temporary events. However, a unit charge for operating the facility and conducting temporary events is also requested.

B. Materials: Contractor will provide all drums, cubic yard boxes, absorbent, safety equipment, signage, labels, appropriate shipping papers, vehicles, and other equipment and materials used in conjunction with the operations of HHW collection, transportation, processing, and disposal. All packing materials and equipment shall meet applicable requirements of Federal, State, and local laws and regulations. County may purchase all or part of these items from Contractor at a mutually agreed upon price.

Page 3

- C. Training: Contractor may provide training covering appropriate lab packing procedures, personal protective equipment, and transportation regulations for all new employees or employees newly assigned to the HHW program. For existing employees, Contractor may provide four 8-hour training sessions, that meet the requirements of Title 8 of the California Code of Regulations, section 5192, Hazardous Waste Operation's and Emergency Response, annually for the duration of the contract. Training will be provided to County staff (an average of 15 students
- D. Recycling and Disposal: Contractor will provide for the ultimate disposition of the hazardous waste. County will not be responsible for additional costs incurred as a result of a Treatment, Storage, and Disposal Facility (TSDF) or recycling facility refusing to accept any waste material from Contractor. County reserves the right to approve or reject the management method and disposition facility selected by Contractor.
- E. Documentation: Duties of Contractor's personnel will include properly preparing all required manifests, related shipping documents, land disposal restrictions, certificates of destruction, and summary reports for each HHW shipment. Contractor will provide copies of manifests, shipping documents, land disposal restrictions and certificates of destruction to County. Contractor will correct all errors and discrepancies and shall make subsequent notifications to State and Federal regulatory agencies as required. Contractor must submit proof of proper treatment/disposal to County following the ultimate disposition of the waste.
- F. Transportation: Contractor shall only utilize vehicles that are properly certified by the United States Environmental Protection Agency (EPA) and the California Department of Toxic Substances Control (DTSC). Requirements that must be met include a DTSC Hazardous Waste Transporter Registration and any other transport licenses needed for the safe and legal transportation of collected hazardous waste. Contractor will be solely responsible for transporting all wastes to the appropriate destination(s) in a manner consistent with Federal, State, and local statutes and regulations.
- **G. Limitations**: The Contractor will be required to manage all types of hazardous waste as allowed by applicable laws and regulations and that have reasonable handling and disposal costs. In addition to limits established by applicable laws and regulations, County reserves the right to further limit waste types and quantities that

Contractor may accept. Proposers are required to list types of hazardous waste that they cannot accept and suggest management methods for these waste materials if residents bring them to a collection event or if a business requests management of this waste. Biological waste (except sharps), explosives, and radioactive wastes are not currently accepted at any County operated permanent and temporary HHW collection locations.

Page 4

- **OSHA Compliance:** All services, training, and materials provided by Contractor Н. must comply with current California State Division of Industrial Safety Orders and requirements stipulated by Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), DTSC and any applicable regulatory agency requirements. Contractor will ensure that all contractor personnel working at the both permanent and temporary consolidation locations will have received training appropriate to their assigned tasks and that this training is current (including any subcontractors).
- Personal Protective Equipment: Contractor will provide contractor personnel with I. all personal protective equipment (PPE) needed for use while performing tasks at the both permanent and temporary consolidation locations. This includes, but is not limited to, gloves, face shields, eye protection, respiratory protection equipment, and suitable splash protection suits. Contractor will ensure that contractor's personnel will comply with the regulatory requirements stipulated for those handling household hazardous waste.
- J. Responsibility During Transport: Contractor assumes all responsibility allowed by law for the proper management of hazardous waste from the point at which Contractor accepts it for transportation to the point at which it reaches the disposal or treatment destination.
- K. Responsibility for Damage: Contractor will take every precaution to protect all public and private property during the performance of this contract. All damages to public and private property by Contractor personnel, personnel working under a subcontractual agreement with Contractor, or by Contractor's equipment will be promptly repaired to the condition existing prior to the damage or be replaced. All such repair or replacement costs shall be the sole responsibility of Contractor.
- III. **Proposal Content:** Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed, and labeled in the following order:
 - A. Cover letter: Provide a "Cover Letter" and introduction, including the name and address of the organization or individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized

to make representations for the organization, and an expression of the Proposer's ability and desire to meet the requirements of this Request for Proposal. The letter must be signed by an individual authorized to bind the firm contractually.

- B. **Background and Experience:** Describe the firm's background, its organizational structure, length of time in business, and experience in providing the type of services solicited herein.
- C. Work Plan: Outline how the firm's team intends to approach this project, along with anticipated timelines for training, delivery of supplies, and full implementation.
- D. **Insurance Requirements:** A written statement of your firm's ability to comply with the insurance requirements set forth in Exhibit "A".
- E. **Narrative and Price Proposal:** The following tables list the functional specifications and services to be provided pursuant to this Request for Proposal. It is anticipated that some Proposers may not be capable of meeting all of the specifications listed below. Therefore, it is critical that each Proposer carefully and accurately assess his/her ability to meet each specification.

For each item in Table #1, provide a narrative response on a separate sheet of paper. Maintain question order in your response. If an item does not apply, respond with "Not Applicable." For Table #2 complete each section to the maximum extent possible.

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Page 6

TABLE #1 Narrative

| # | For the following items, provide a narrative description |
|----|---|
| 1 | Provide copies of applicable permits, licenses, and training certificates for staff, vehicles, and facilities to be utilized in contract implementation. |
| 2 | Describe Contractor's ability to provide labor identified in section 1A of the Scope of Services. Identify key personnel. |
| 3 | List materials and supplies to be provided by Contractor. |
| 4 | Describe experience providing training to HHW facility staff and provide sample training materials. |
| 5 | Describe packaging requirements for each waste type. Include any restrictions on acceptable container size. Identify any waste streams requiring drum contents inventories. |
| 6 | Describe any waste streams listed in the Cost Proposal that can be combined to minimize packaging labor. |
| 7 | Describe experience working with Paint Care to recycle latex paint and other paint products accept by Paint Care. |
| 8 | List any waste streams not accepted. |
| 9 | Describe similar HHW services provided to other jurisdictions. Include evaluation and references. |
| 10 | Provide list of temporary storage, recycling, and disposal facilities to be utilized. |
| 11 | Summarize environmental compliance history related to collection, transportation, processing, and disposal related to transportation, storage and disposal facilities (TSDFs). List and explain major violations occurring within past three (3) years. |
| 12 | Provide business hours 800 number tech support line. |
| 13 | Describe experience mobilizing for, staffing, and conducting HHW collection at permanent facilities and temporary events. |
| | |

TABLE # 2 Cost Proposal

Instructions:

Please enter per unit charges for all waste types, container sizes, and disposal options the Proposer is capable of providing. Round off all amounts to the nearest dollar. For reference, the fiscal year 15/16 Form 303 showing amounts collected at both the temporary events and the permanent facilities is included as Exhibit "B." The total amounts listed in this Exhibit "B" are a representation of what the County expects to collect on an annual basis. Please note that only 10% (approximately 67,000 lbs) of the waste reported for the permanent facility is from the County operated collection facility. The remaining waste reported for the permanent facility in Exhibit "B" was collected at the permanent household hazardous waste collection facilities operated by the solid waste franchises and will not be handled under the new contract. All of the waste reported for the temporary events in Exhibit "B" (approximately 4,400 lbs) was collected by the County.

Page 7

Quantities generated by the County are expected to increase over time along with the population growth. However, participation rates can be unpredictable. Therefore, the successful Proposer must have the ability to be flexible to accommodate uncertainty in the number of households participating. It is anticipated that the frequency of required pick-ups would be on the 1st and 3rd Saturday of each month (unless event is cancelled) and a flexible schedule will be necessary to accommodate the temporary events.

To the extent possible, the Proposer shall follow the disposal hierarchy established by the State of California. If recycling is not an option, fuel incineration is preferred over destructive incineration and incineration is preferred over landfill disposal. Proposals emphasizing source reduction, reuse, recycling, and reclamation will be given preference over proposals that substantially rely on landfill disposal of materials collected. Waste oil, propane tanks, electronic waste, and automobile batteries may be collected, transported, and recycled by other vendors. The proposal should also include how the Contractor will work with Paint Care for the recycling of latex paint and other paint related materials acceptable to Paint Care. Contractor shall work with County to select appropriate recycling and disposal options for all hazardous materials collected at HHW collection events.

Unit charge boxes can be left blank for disposal options and container sizes not offered by Proposer. If your lab packing methods allow any of the waste streams listed above to be commingled and packaged together please state what those groupings of waste streams are and provide pricing. Proposals with commingled waste streams, simplified packaging, and minimal drum inventories will be given preference over proposals with multiple waste streams, difficult packaging requirements, and numerous waste streams requiring drum content inventories. Pricing may also be provided for additional waste streams not identified above. Indicate by footnote any waste streams requiring drum content inventories.

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All Prices Include Transportation, Disposal, and Packaging Replacement

1) Acids, Inorganic, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Treatment | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

2) Acids, Organic Lab Pack

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration or | 5-gal | \$ |
| Treatment | Treatment | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

3) Aerosols, Flammable Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|----------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Incineration | Cubic Yard Box | \$ |

4) Aerosol, Non-Flammable, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|----------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Incineration | Cubic Yard Box | \$ |

5) Aerosols, Poisons and Corrosive, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|----------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Incineration | Cubic Yard Box | \$ |

6) Antifreeze, Bulk

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | Recycling | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

7) Asbestos, Bulk

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|----------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | Landfill | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Landfill | Cubic Yard Box | \$ |

8) Bases, Inorganic, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Treatment | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

9) Bases, Organic, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Treatment or | 5-gal | \$ |
| Treatment | Incineration | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

10) Batteries, Alkaline

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | Recycling | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

11) Batteries, Lithium

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | Recycling | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

12) Batteries, Nickel Cadmium

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|--------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | Recycling | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

13) Compressed Gas Cylinders (Freon Cylinders <1 & > 1 gallon containers)

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Recycle | | 30-gal | \$ |
| Recycle | | 55- gal | \$ |

14) Empty Contaminated Containers

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Triple-rinse/ | Recondition | 5-gal | \$ |
| Recondition | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

15) Flammable Liquids, Bulked (gasoline, kerosene, diesel, naphtha)

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Fuel Blending | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Fuel Blending | Bulk Totes | \$ |

16) Flammable Liquids, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Fuels Blending | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |

17) Flammable Solids, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|----------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration or Fuel | 5-gal | \$ |
| Treatment | Blend | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Incineration | Cubic Yard Box | \$ |

18) Fluorescent Tubes

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Recycling | Per Foot | \$ |

19) Paint Related Materials not Accepted by Paint Care

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|----------------------|---|----------------|-------------|
| Neutralization/ | Stabilization | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | Recycling | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling and Return | | 55 gal drum | \$ |
| Other (Specify) | Recycling | Liquid Tote | \$ |
| Other (Specify) | Recycling | Cubic Yard Box | \$ |
| Other (Specify) | Recycling no Return | Cubic Yard Box | \$ |

20) Mercury, (Metallic and Salts Including Batteries, Switches, etc.)

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | Recycling/Retort | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

21) Non RCRA Liquids, Lab Pack

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|----------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration or Fuel | 5-gal | \$ |
| Treatment | Blending | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Incineration | Cubic Yard Box | \$ |

22) Non RCRA Solids, Lab Pack

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|----------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration or Fuel | 5-gal | \$ |
| Treatment | Blending | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Incineration or Fuel Blending | Cubic Yard Box | \$ |

23) Oil Filters

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|----------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | Recycling | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Recycling | Cubic Yard Box | \$ |

24) Oil, Contaminated with Chlorinated Organic Compounds, Bulk

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | 5-gal | \$ |
| Fuels Blending | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |

25) Organic Peroxides, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

26) Oxidizers, Neutral, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Chemical | 5-gal | \$ |
| Treatment | Stabilization or | 10-gal | \$ |
| | Treatment | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

27) Oxidizing Acids, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Chemical | 5-gal | \$ |
| Treatment | Stabilization or | 10-gal | \$ |
| | Treatment | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

28) Oxidizing Bases, Lab Packs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Chemical | 5-gal | \$ |
| Treatment | Stabilization or | 10-gal | \$ |
| | Treatment | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

29) Poisons, Lab Pack

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Incineration (Solids) | Cubic Yard | \$ |

30) PCB Light Ballasts and Small Capacitors

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | 5-gal | \$ |
| Treatment | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Recycling | Recycling | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

31) Water Reactive and Spontaneously Combustible Materials Lab Pack

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration | *5-gal | \$ |
| Treatment | | *10-gal | \$ |
| | | *30-gal | \$ |
| | | *55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | | | |

32) Compact Fluorescent Light Tubes

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration | *5-gal | \$ |
| Treatment | | *10-gal | \$ |
| | | *30-gal | \$ |
| | | *55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Recycling | | \$ |

33) Circular Bulbs and U Tubes

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | Incineration | *5-gal | \$ |
| Treatment | | *10-gal | \$ |
| | | *30-gal | \$ |
| | | *55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Recycling | | \$ |

34) Sodium Vapor Lamps

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | *5-gal | \$ |
| Treatment | | *10-gal | \$ |
| | | *30-gal | \$ |
| | | *55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Recycling | _ | \$ |

35) Metal Halide Bulbs

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | *5-gal | \$ |
| Treatment | | *10-gal | \$ |
| | | *30-gal | \$ |
| | | *55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Recycle | | \$ |

36) Gel Cell Lead Acid Batteries

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | *5-gal | \$ |
| Treatment | | *10-gal | \$ |
| | | *30-gal | \$ |
| | | *55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Recycle | | \$ |

37) Fire Extinguishers

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | *5-gal | \$ |
| Treatment | | *10-gal | \$ |
| | | *30-gal | \$ |
| | | *55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Recycle | | \$ |

38) Propane Tanks

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|---------------------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | *5-gal | \$ |
| Treatment | | *10-gal | \$ |
| | | *30-gal | \$ |
| | | *55-gal | \$ |
| Recycling | | < 1-gal | \$ |
| | | 1-gal - 5-gal | \$ |
| | | 55 gallon dm <1 gal | \$ |
| Other (Specify) | Recycle | | |

39) Sharps

| Disposal Options | Disposal Option Preferred by Contractor | Unit Size | Unit Charge |
|---------------------|---|-----------|-------------|
| Neutralization/ | | 5-gal | \$ |
| Stabilization | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Landfill | | 5-gal | \$ |
| | | 10-gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Incineration/ | | *5-gal | \$ |
| Treatment | | *10-gal | \$ |
| | | *30-gal | \$ |
| | | *55-gal | \$ |
| Recycling | | 5-gal | \$ |
| | | >5 gal | \$ |
| | | 30-gal | \$ |
| | | 55-gal | \$ |
| Other (Specify) | Recycle | | \$ |

***Unless specified, minimum container cost is \$____ per drum. Overpack drums will be charged \$____ if packaging materials provided by Contractor. Any overpack that is shipped will also incur an additional \$____ handling charge.

| Service Description | Cost per Unit |
|--------------------------------------|---------------|
| Transportation and disposal of | \$ |
| SB20/50 (E-Waste) approved | |
| material | |
| Transportation and disposal of | \$ |
| other material not covered under | |
| SB20/50 (E-Waste) | |
| Mobilization for E-waste Mobile | \$ |
| collection | |
| | |
| Truck and Driver for event pickups | \$ |
| | |
| 8 hour annual refresher training for | \$ |
| up to 20 students per year | |

| Temporary Event Schedule | | | |
|---------------------------|-------------|-----------------------|--|
| Mobilization and Supplies | Hourly Rate | Classification Needed | |
| 1-50 cars | \$ | | |
| 51-100 cars | \$ | | |
| 101-150 cars | \$ | | |
| Hourly Onsite Labor | Hourly Rate | Classification Needed | |
| | \$ | \$ | |
| | | • | |

(The remainder of this page is intentionally left blank)

IV. Proposers' Questions: Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than 5:00 PM – on April 6, 2018. All envelopes or containers must be clearly labeled "RFP #18-961-044 – QUESTION" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will not be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about April 13, 2018.

Page 28

All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts 330 Fair Lane Placerville, California 95667 RFP #18-961-044 – Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

V. <u>Proposal Submittal</u>: Proposers must submit one (1) original, five (5) physical copies, and one (1) electronic copy (on a USB flash drive) for review by a County appointed selection committee, along with any addenda, in a sealed envelope or container, clearly marked "RFP #18-961-044 – DO NOT OPEN", no later than 3:00 PM – April 20, 2018, to:

County of El Dorado Procurement and Contracts 330 Fair Lane Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered "non-responsive." Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time.

Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Ashley Wells, Department Analyst at (530) 621-5804.

VI. Public Records Act: All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

VII. <u>Valid Offer</u>: Proposals shall remain valid for one hundred twenty 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or

rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

Page 30

- VIII. County's Rights: The County reserves the right to:
 - 1. Request clarification of any submitted information
 - 2. Waive any informalities or irregularities in any qualification statement
 - 3. Not enter into any agreement
 - 4. Not select any consultant
 - 5. Cancel this process at any time
 - 6. Amend this process at any time
 - 7. To award more than one contract if it is in the best interest of the County
 - 8. Interview consultants prior to award
 - 9. To request additional information during an interview
- IX. <u>El Dorado County Web Site Requirements</u>: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

http://edcapps.edcgov.us/contracts/invite.asp

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

- X. <u>Evaluation</u>: Proposals shall be evaluated by a team composed of County personnel representing the El Dorado County Environmental Management Department and on the basis of:
 - A. Proposal Content and Presentation
 - **B.** Compliance with Administrative Requirements
 - C. Experience, Qualifications, and Work Plan
 - D. Total Cost
- XI. <u>Award</u>: Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

XII. <u>Business License Requirement</u>: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

XIII. Public Agency: It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

Your participation in the RFP process is important to El Dorado County!

Exhibit "A"

CONTRACTOR

Household Hazardous Waste Services

AGREEMENT FOR SERVICES #XXX-XXXXX

| THIS AGI | REEMENT | i, made and e | entered into b | y and bet | ween the (| County | of El Dora | do, a |
|-------------|------------|---------------|----------------|-----------------------|--------------|--------|--------------------------|-------|
| political s | ubdivision | of the State | of California | (hereinaft | er referred | to as | "County"), | and |
| | | , a | | duly | qualified to | o cond | duct busine | ss in |
| the Sta | ate of | California, | whose | principal (hereina | | | business s "Contracto | |

RECITALS

WHEREAS, County has determined that it is necessary to obtain a contractor to assist its Community Development Services, Environmental Management Department, to provide household hazardous waste collection, transportation, processing, disposal, and associated services:

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000:

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide equipment, materials, personnel, and services necessary to collect, transport, process, and dispose of household hazardous waste (HHW) from the following locations in the County: (1) Western El Dorado Recovery Systems, Inc. (WERS), 4100 Throwita Way, Diamond Springs, California 95619; (2) El Dorado County Union Mine Disposal Site, 5700 Union Mine Road, El Dorado, California 95623; (3) El Dorado Hills Fire Station, 3670 Bass Lake Road, El Dorado Hills, California 95762; and temporary event sites located throughout the County as designated by County's Contract Administrator (CA), or designee. Additionally, and upon request of County's CA, Contractor may be required to provide collection services to support County's HHW event the day of the event at the El Dorado Hills Fire Station. The specific services for each assignment shall be determined at a

pre-service meeting, telephone conference, or by email between County's CA, or designee, and Contractor.

Contractor shall provide training covering appropriate lab packing procedures, personal protective equipment, and transportation regulations for all new County employees or County employees newly assigned to the HHW program. Training shall also cover pertinent hazardous waste operations and emergency response (HAZWOPER) topics not covered in the California Specialized Training Institute's (CSTI) 24-hour hazardous materials first responder operations (FRO) course. Upon request of County's CA, or designee, Contractor shall provide one (1) eight (8) hour training session annually for the duration of this Agreement for existing County employees.

Contractor shall provide all drums, boxes, absorbent, safety equipment, signage, labels, appropriate shipping papers, vehicles, and other equipment and materials necessary to properly collect, transport, process, and dispose of HHW.

Contractor shall properly prepare all required manifests, related shipping documents, land disposal restrictions, certificates of destruction, and summary reports for each HHW shipment. Contractor shall provide copies of manifests, shipping documents, land disposal restrictions, and certificates of destruction to County. Contractor shall correct all errors and discrepancies, and make subsequent notifications to State and Federal regulatory agencies as required. Contractor shall submit proof of proper treatment and/or disposal to County following the ultimate disposition of the waste.

All services, training, and materials provided by Contractor shall comply with current California State Division of Industrial Safety Orders and requirements stipulated by Occupational Safety and Health Administration (OSHA), California State Department of Transportation, and any other applicable regulatory agency requirements. Contractor shall ensure that all personnel working under this Agreement shall have received training appropriate to their assigned tasks and that the training is current.

Contractor shall provide for the removal and transportation, to licensed Hazardous Waste Recycling Treatment Storage or Disposal Facilities (TSDFs), of all hazardous waste received at any of County's HHW Collection Events. Wherever possible, hazardous waste shall be recycled, or if not possible, treated or incinerated. If recycling, treatment, and incineration are not available alternatives, then, and only then, Contractor may arrange for the landfilling of HHW. County hereby agrees that all Hazardous Waste Manifests for such removal, transportation, and disposal shall bear the name of County as generator of the waste, and shall be signed by Contractor as an authorized representative of County. Contractor shall dispose in the aforementioned manner of all HHW received at the Permanent HHW Collection Facilities or temporary event sites in accordance with all applicable federal, state, and local laws and regulations. Contractor shall remove such HHW in a reasonable and cost-effective manner consistent with the other provisions of this section. Contractor shall determine the TSDFs to be used for recycling, treatment, incineration, or disposal of such HHW, and shall use such TSDFs for such purposes unless otherwise directed by County, or

unless uncontrollable circumstances require use of an alternative TSDF. Notwithstanding any of the foregoing, Contractor shall obtain the prior written approval from County's CA, or designee, before landfilling any HHW.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A marked "Disposal Costs," incorporated herein and made by reference a part hereof.

Annual Consumer Price Index (CPI) increases will be allowed after the first twelve (12) months, upon approval by County, and with sixty (60) days advance written notice. CPI increase requests shall include documentation substantiating the increase.

The total amount of this Agreement shall not exceed \$_____, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado Community Development Services Administration and Finance Division 2850 Fairlane Court Placerville, California 95667 Attn.: Accounts Payable

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE VII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Agency for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the

manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

Audit by California State Auditor: Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party

giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado Community Development Services Environmental Management Department 2850 Fairlane Court Placerville, California 95667

Attn.: Contract Administrator's Name Contract Administrator's Title

With a copy to:

County of El Dorado Community Development Services Administration and Finance Division 2850 Fairlane Court Placerville, California 95667

Attn.: Michele Weimer

Administrative Services Officer Contracts & Procurement Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Contractor's Name Address City, State, Zip

Attn.: Name, Title

or to such other location as Contractor directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Standards for Work: Contractor shall perform services in a manner consistent with the level of care and skill ordinarily exercised by other members on Contractor's profession currently practicing in the same locality and under similar conditions. No other representation, express or implied, is included in this Agreement, or in any reports, opinion, documents, or other instrument of services.

ARTICLE XVI

Environmental and Toxic Warranty: Contractor warrants that its operations concerning the services and materials provided under this Agreement are in compliance with any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XVII

Reporting Accidents: Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

ARTICLE XVIII

Indemnity: Contractor shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or

negligence on the part of County, Contractor, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIX

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage and a \$10,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$5,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. Pollution Liability and Environmental Impairment Insurance is required with a limit of liability not less than \$5,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision

relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE XXIII

Nondiscrimination:

County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex: Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seg.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXIV

California Residency (Form 590): If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVI

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is (Contract Administrator's Name), (Contract Administrator's Title), Community Development Services, Environmental Management Department, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

| By: _ | | Dated: |
|-------|--|--------|
| | Contract Administrator's Name Contract Administrator's Title Community Development Services Environmental Management Department | |
| Req | uesting Department Concurrence: | |
| By: _ | | Dated: |
| | Director's Name Director Community Development Services Environmental Management Department | |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

| Ву: _ | | Dated: |
|-------|---|--------|
| | Board of Supervisors "County" | |
| | t: es S. Mitrisin c of the Board of Supervisors | |
| Ву: _ | | Dated: |
| | Deputy Clerk CONTRACTOR' | S NAME |
| Ву: _ | Name Title "Contractor" | Dated: |
| Ву: _ | Name Corporate Secretary | Dated: |
| | | |

Contractor's Name

Exhibit A

Disposal Costs

| Chemical | Disposal Method | Unit Size | Unit Charge |
|--|----------------------------------|-----------|-------------|
| Acids, Inorganic, Lab Packs | Neutralization/ Stabilization | | |
| Acids, Organic Lab Pack | Neutralization/ Stabilization | | |
| Aerosols, Flammable Lab Packs | Incineration/ Treatment | | |
| Aerosol, Non- Flammable, Lab Packs | Incineration/ Treatment | | |
| Aerosols, Poisons and Corrosive, Lab Packs | Incineration/ Treatment | | |
| Antifreeze, Bulk | Recycling | | |
| Asbestos, Bulk | Landfill | | |
| Bases, Inorganic, Lab Packs | Neutralization/ Stabilization | | |
| Bases, Organic, Lab Packs | Neutralization/ Stabilization | | |

| Chemical | Disposal Method | Unit Size | Unit Charge |
|--|------------------------------|-----------|-------------|
| Batteries, Alkaline | Recycling | Per pound | |
| Batteries, Lithium | Incineration/ Treatment | | |
| Batteries, Nickel Cadmium | Recycling | | |
| Circular Bulbs and U Tubes | Recycling | | |
| Compact Fluorescent Light Tubes | Recycling | | |
| Compressed Gas Cylinders (Freon Cylinders <1 & > 1 gallon containers) | Recycling | | |
| Empty Contaminated Containers | Triple-rinse/ Recondition | | |
| Fire Extinguishers | Recycle | | |
| Flammable Liquids, Bulked (gasoline, kerosene, diesel, naphtha) | Incineration/ Treatment | | |
| Flammable Liquids, Lab Packs | Fuels Blending | | |
| Flammable Solids, Lab Packs | Incineration/ Treatment | | |
| Fluorescent Tubes Gel Cell Lead Acid Batteries | Recycling Recycle | | |

| Chemical | Disposal Method | Unit Size | Unit Charge |
|---|--------------------------------------|-----------|-------------|
| | Recycling | | |
| Latex Paint | Recycling & Return | | |
| | Recycling & Return Recycling & | | |
| | Return | | |
| Latex Paint (Contaminated with solvents or oil- based paint) | Recycling | | |
| Mercury (Metallic and Salts Including Batteries, Switches, etc.) | Recycling/Reto rt | | |
| Metal Halide Bulbs | Recycle | | |
| Non RCRA Liquids, Lab Pack | Incineration/ Treatment | | |
| Non RCRA Solids, Lab Pack | Incineration/ Treatment | | |
| Oil-based Paint, Lab Pack/Loosepack | Recycling | | |
| Oil-based Paint (<10% solids) Bulked | Fuels Blending | | |
| Oil-based Paint (>10% solids) Bulked | Fuels Blending | | |
| Oil Filters | Recycling | | |

| Chemical | Disposal Method | Unit Size | Unit Charge |
|---|----------------------------|-----------|-------------|
| Oil, Contaminated with Chlorinated organic Compounds, Bulk | Fuels Blending | | |
| Organic Peroxides, Lab Packs | Incineration | | |
| Oxidizers, Neutral, Lab Packs | Incineration/ Treatment | | |
| Oxidizing Acids, Lab Packs | Incineration/ Treatment | | |
| Oxidizing Bases, Lab Packs | Incineration/ Treatment | | |
| PCB Light Ballasts and Small Capacitors | Incineration/ Treatment | | |
| Poisons, Lab Pack | Incineration/ Treatment | | |
| Propane Tanks | Recycling | | |
| Sharps | Incineration/ Treatment | | |
| Sodium Vapor Lamps | Recycling | | |
| Water Reactive and Spontaneously Combustible Materials Lab Pack | Incineration/ Treatment | | |

| Service Description | Cost per Unit |
|--|---------------|
| Bulk latex paint into 55 gallon drums at 4100 Throwita Way prior to shipment | |
| Transportation and disposal of SB20/50 approved material | |
| Transportation and disposal of other material not covered under SB20/50 | |
| Mobilization charge for on going E- waste collections at Diamond Springs | |
| Mobilization for E-waste Mobile collection | |
| Truck and Driver for event pickups | |
| 8 hour annual refresher training for up to 50 students per year | |

| Temporary HHW Events | | | | | | | |
|--|--|----|--|--|--|--|--|
| Mobilization and Supplies | | | | | | | |
| 1-50 cars | | | | | | | |
| 50-100 cars | \$ | , | | | | | |
| | | | | | | | |
| Hourly Onsite Labor | Hourly Onsite Labor Hourly Rate Classifications Needed | | | | | | |
| | \$ | \$ | | | | | |
| For temporary HHW events, Contractor shall mobilize for the amount of cars the County deems necessary. For every car serviced above the mobilization rate, a \$ per car fee will be applied. | | | | | | | |

| All Prices include | transportation, | disposal, | and pac | kaging repla | cement. | Unless |
|-----------------------|--------------------|---------------|------------|--------------|----------|----------|
| otherwise specified, | the minimum co | ntainer cos | t shall be | \$ per | drum. C |)verpack |
| drums will be charge | ed \$ if pac | kaging mat | erials are | provided by | Contract | or. Any |
| overpack that is ship | ped will also incu | ur an additio | onal \$ | handling cl | narge. | |

Any additional services and container sizes provided other than what is listed in this Fee Schedule shall be provided at a price agreed upon between Contractor and County's CA.

Exhibit "B"

15/16 Form 303

| | | MaterialType | Permanent | Temporary (periodic) |
|-------------------------|--|---------------|----------------|----------------------|
| Material Category | Material Type | OtherDesc | Facility (lbs) | Facility (lbs) |
| Acid | Inorganic and organic acid | | 6125 | 25 |
| Asbestos | Asbestos | | 0 | |
| Base | Inorganic and organic base | | 9145 | 25 |
| Electronic Devices (UW) | Covered Electronic Devices | | 5450 | 0 |
| Electronic Devices (UW) | Other Electronic Devices | | 5000 | 0 |
| Flammable and Poison | Bulked flammable liquids | | 52385 | 642 |
| Flammable and Poison | Compressed gas cylinders | | 785 | 0 |
| Flammable and Poison | Flammable solids / liquids | | 250 | 300 |
| Flammable and Poison | Oil-based paints | | 7625 | 0 |
| Flammable and Poison | Paint Related Material (PRM) | | 31050 | 650 |
| Flammable and Poison | Poisons | | 52525 | 225 |
| Flammable and Poison | Reactive and explosive | | 125 | 0 |
| Other | Home-generated pharmaceutical waste | | 0 | 0 |
| Other | Home-generated sharps waste | | 533 | 0 |
| Other | Other | | 0 | 0 |
| | | fire | | |
| Other | Other | extinguishers | 450 | o |
| Other | Reuse Total | Ŭ | 0 | 0 |
| Other | Treated wood | | 0 | 0 |
| Oxidizer | Neutral oxidizers, Organic peroxides, Oxidizing acid/base | | 1685 | 0 |
| PCB-containing | Other PCB waste (includes ballasts) | | 1295 | 0 |
| PCB-containing | PCB-containing paint | | 0 | 0 |
| Reclaimable | Antifreeze | | 19008 | 270 |
| Reclaimable | Auto type batteries (motor vehicles) | | 2540 | 0 |
| Reclaimable | Latex paint | | 28500 | 2100 |
| Reclaimable | Motor oil/oil products | | 0 | 0 |
| Reclaimable | Used oil filters (recyclables only) | | 0 | 0 |
| Universal Waste (UW)* | Aerosol cans | | 10950 | 150 |
| Universal Waste (UW)* | Lamps | | 237.5 | 12.25 |
| Universal Waste (UW)* | Mercury containing automatic switches / thermometers / and novelties | | 0 | |
| Universal Waste (UW)* | Mercury containing thermostats | | 0 | 0 |
| Universal Waste (UW)* | Mercury containing waste (other) | | 0 | |
| Universal Waste (UW)* | Other batteries | | 2830 | 0 |
| Universal Waste (UW)* | Rechargeable batteries | | 450 | 0 |
| | Universal Waste (UW)* + Electronic Devices (UW) subtotal | | 24917.5 | 162.25 |
| | Other subtotal | | 983 | 0 |
| | Flammable and Poison subtotal | | 144745 | 1817 |
| | PCB-containing subtotal | | 1295 | 0 |
| | Reclaimable subtotal | | 50048 | 2370 |
| | Electronic Devices (UW) subtotal | | 10450 | 0 |
| | Grand Total | | 238943.5 | 4399.25 |