

5. **SECTION B - SCOPE OF SERVICES**

5.1. **BACKGROUND/INTENT**

- 5.1.1. Incumbent Contractor: Clean Harbors Environmental Services, Inc., Contract #1083426. The current contract value is approximately \$7,200,000, which was executed on 4/11/2019. The incumbent is permitted to submit an Offer to this solicitation.
- 5.1.2. Budget: The County does not disclose budget information for Best Value procurements.
- 5.1.3. A Sample Contract in Attachment E is provided for informational purposes only. Please do not return any portion of this sample contract with your Proposal. The County's General Terms and Conditions in Section J will not be altered for the final contract.
- 5.1.4. The Montgomery County Department of Environmental Protection, Division of Recycling and Resource Management (RRM) seeks a Contractor to provide Household Hazardous Waste disposal services to County residents, and non-residential entities that meet the definition of Small Quantity Generators (SQGs) as defined by the State of Maryland Code of Maryland Regulations (COMAR) Title 26, Subtitle 13, Section 02.05, or federally defined Conditionally Exempt Small Quantity Generators (CESQGs) (40 CFR 261.5).
- 5.1.5. The Contractor must furnish all labor, materials, equipment, transportation, processing, and approved disposal as well as incidental items necessary to provide the Household Hazardous Waste (HHW) collection services.

5.2. **SCOPE OF SERVICES/SPECIFICATIONS/WORK STATEMENT**

5.2.1. Household Hazardous Waste (HHW) and County Hazardous Waste Collection Services.

- 5.2.1.1. The Contractor will operate a residential Household Hazardous Waste Facility (HHW Facility) inclusive of a Regular Drop-off Program at the Montgomery County Shady Grove Processing Facility and Transfer Station (Transfer Station) located at 16101 Frederick Road, Derwood, Maryland 20855. The HHW Facility includes the fenced compound storage area for residential hazardous waste, which is a 100 foot long by a 55-foot wide area approximately. The Contractor will operate the residential HHW Facility during all operational hours that the Transfer Station is open to the public. The required operational hours are:
 - 7:00 a.m.- 5:00 p.m., Monday - Saturday.
 - 9:00 a.m. - 5:00 p.m., Sunday.
- 5.2.1.2. Per the credit provided in **Compensation Schedule III - Miscellaneous Services** with the proposal, the County, at its discretion, may reduce the operating hours with 30-day written notice to the Contractor.
- 5.2.1.3. Contractor personnel will accept County and HHW materials from County residents during the specified hours. There will also be designated times for receiving hazardous materials from SQG's (current SQG collection is scheduled Monday - Friday from 8:00 a.m. to 12:00 p.m.). The Contractor personnel will, in turn, sort, segregate, bulk, package, store, and manifest HHW materials for shipment within the HHW Facility. The Contractor will, on a regular basis, arrange collection, transportation and disposal of bulked or packed materials and transport them to Federal EPA approved **Treatment, Storage, and Disposal Facilities** (TSDFs) for treatment, incineration, recycling, or landfilling. The Contractor is required to provide the County with a current list of the permitted

TSDFs they will utilize, maintain such a list for the duration of the Contract, and provide the County with an updated list when there is a change in TSDFs.

- 5.2.1.4. The Contractor must remove HHW on a regular basis to prevent the accumulation of these materials. Full containers must be removed within ten days of becoming full. Partially full containers can remain within the HHW Facility (specifically the fenced compound storage area for hazardous waste) for up to 90 days or until they are full, whichever comes first. The Contractor must provide trucks suitable for transporting containerized HHW. All trucks carrying HHW must be placarded to indicate their contents and must be licensed for hazardous waste transport in accordance with all federal, state, and local laws and regulations applicable to the movement of hazardous waste over the interstate highway system. Drivers must also be suitably licensed. The Contractor must provide two personnel, a field chemist and a chemical technician, and equipment to load and move designated containers onto the trucks for transport. The Contractor will use standard profiles for bulking and packing the containers.
- 5.2.1.5. The Contractor must also provide the County with an itemized content sheet for each outbound transport of materials collected. The Contractor must complete all uniform manifests required by the State of Maryland, states receiving waste, and any other federal, state, or local manifest required for the transport and disposal of hazardous waste at an approved TSDF. The Contractor must supply the required labels for all containers and is responsible for the safe transport and disposal of all materials received through the Contract.
- 5.2.1.6. Service for Regular Drop-off Program: The Contractor is required to perform all services of the Contract and have staff present at the HHW Facility whenever the Transfer Station is open to receive waste or in accordance with any specifically designated amended hours established in writing to the Contractor.
- 5.2.1.7. Inclement Weather: In case of severe inclement weather, the Contractor must coordinate with the Contract Administrator regarding whether the Transfer Station will be open, which will provide the operational status of the HHW Facility. Any closing of the Transfer Station and subsequently the HHW Facility is subject to the Contract Administrator's approval, once approved by the Director of DEP.
- 5.2.1.8. HHW Materials Accepted/Handling: The Contractor must accept all HHW materials, including but not limited to: insecticides, herbicides, other pesticides, paint thinners and solvents, swimming pool chemicals, gasoline, kerosene, mixed used motor oil, chemistry sets, photographic chemicals, brake fluid, antifreeze, automobile batteries, oil-based paints, water-based (latex) paints, all types of household batteries, mercury containing items, compressed gas cylinders, and sharp containers at the HHW Facility. The Contractor must remove materials from their original containers, use onsite aerosol can crusher and bulk materials to reduce cost and volume whenever feasible. Package batteries as universal waste to be recycled by the County. The Contractor must dispose of pre-formulated homeowner type cleaners and car-care items as waste. The only exceptions are bleach and ammonia, as pure acids and bases, as well as items that meet the Resource Conservation Recovery Act (RCRA) definition of hazardous waste. The Contractor must only lab-pack full or three-quarters full containers, while setting aside partially, less than one-half full containers for combining before being lab-packed. The County's preference is for the

Contractor to recycle the containers, if possible. The recycling weight of the containers will be provided in the monthly report to the County. Containers are deemed empty when there is no sound of any liquid in the container when shaken. The list of HHW materials that the Contractor must accept is not limited to the foregoing; the County reserves the right to add or delete from the list of accepted HHW. The County may request a price quotation from the Contractor for items not on the approved materials list. The County reserves the right to reject the Contractor's price quotation within ten days and seek other disposal options.

- 5.2.1.9. The Contractor will not be required to accept at the regular drop-off: high explosive or potentially explosive materials, asbestos, radioactive materials, compressed gas cylinders, temperature/shock sensitive/detonating materials, ketones, infectious materials, or medical waste. Upon request from the County, the Contractor must provide separate price quotations to dispose of these materials. The County reserves the right to reject the Contractor's price quotation within ten days and seek other disposal options.
- 5.2.1.10. The Contractor must not accept hazardous waste from non-residential generators, except those non-residential generators identified as Small Quantity Generators (SQGs) that are ECOWISE members and only on ECOWISE collection days. The ECOWISE program is for SQGs of hazardous waste that are located or work within Montgomery County. SQG entities must register with the County to become an ECOWISE member. Refer to Section 5.2.2 for SQG requirements.
- 5.2.1.11. The Contractor reserves the right to reject material it identifies as non-residential.
- 5.2.1.12. The Contractor must not accept any HHW or other wastes generated outside the boundaries of Montgomery County.
- 5.2.1.13. The Contractor reserves the right to refuse to accept materials not listed in the Contract, or materials for which there are no federal EPA approved receiving TSDFs. Upon request by the County, the Contractor must provide separate quotations for any high-hazardous work not within the scope of the Contract. The County reserves the right to seek other hazardous waste services not covered by the Contract from other entities or for specific items that may have the potential to be recycled or managed in a more cost-effective manner.
- 5.2.1.14. **CONTRACTOR EMPLOYEES AND LABOR**
 - 5.2.1.14.1. Contractor's employees shall be competent, reliable and able to empty HHW containers without assistance. Contractors should also be able to lift trash and recycling receptacles at the end of each business day or when full and empty into appropriate containers. The Contractor must have adequate labor, equipment, and inventory to handle the quantity of participants as estimated in this solicitation.
- 5.2.1.15. **TRANSITION PLAN**
 - 5.2.1.15.1. The Contractor must provide a detailed transition plan that describes the plans and schedule of events for the provision of new services. If applicable, the awardee should propose how to work with the current Contractor to effect a smooth transition. Discuss the methodology proposed to minimize the impact of any operational change that may occur.

5.2.1.16. Operation of the HHW Facility, inclusive of the Regular HHW Drop-off Program located at the Transfer Station.

5.2.1.16.1. The Contractor must provide adequate staffing so that at least two personnel are available during all operational hours for the HHW Facility and the Regular HHW Drop-off Program. The personnel must be fully trained and hold RCRA as well as Occupational Safety and Health Administration (OSHA) certifications to perform the work associated with handling hazardous waste. The personnel must be permanently assigned to the HHW Facility at the Transfer Station. Personnel must be responsible for accepting, sorting, bulking, packing, inventory control, maintenance, and any other duties necessary to carry out this program. If the assigned personnel, due to illness or leave, will not be able to perform their duties, the Contractor must provide qualified personnel with comparable skills, work experience and certifications to work during these times in order to maintain at least two personnel during all operational hours of the HHW Facility. The anticipated work schedule for personnel at the HHW Facility will be seven days a week, inclusive of all hours that the Transfer Station is open 7:00 a.m. - 5:00 p.m., Monday - Saturday and 9:00 a.m. - 5:00 p.m., Sunday. At its option, the County may revise this work schedule in writing with sufficient notice to the Contractor, and/or may request additional personnel or reduce existing personnel as necessity warrants. Sufficient written notice will consist of at least 48 hours advanced notice for revised work schedules from the Contract Administrator to the Contractor.

5.2.1.16.1.1. The Contractor must provide ample truck capacity to remove all full containers for pick-up. Prices for pre-packaged material will be in accordance with **Compensation Schedule I.**

5.2.1.16.1.2. The County, at its option, may request that the Contractor provide material and supplies necessary for packing waste received by the County. Prices for these materials must be in accordance with **Compensation Schedule III, Section 3.** The County may, at its option, acquire supplies and materials from other sources.

5.2.1.16.1.3. The Contractor must provide emergency response within four hours upon verbal request to handle spills or special waste situations that may arise on the grounds of the HHW Facility and the Transfer Station. Payment for labor must be based on the hourly rates in **Compensation Schedule III, Section 2.** If the material removed does not fall into any of the categories listed in the schedule, a price must be developed and submitted to the County for its review.

5.2.1.16.1.4. The County may use volunteer and community service labor to solidify all water-based paints. This operation takes place within the HHW Facility. The Contractor must supervise this operation at no additional charge to the County.

- 5.2.1.16.1.5. The Contractor will track and limit accepting up to five gallons of latex paint per month from any residence in the County. The Contractor will accept latex paint from non-residential generators only during the ECOWISE collection days. Within five days after the last day of the month, the Contractor must submit the report to the County for their records.
- 5.2.1.16.1.6. The County, at its option, may elect to use other sources or methods to recycle or dispose of the latex paint received and stored by the Contractor.

5.2.1.16.2. Free Paint Program - In addition, the County has a Free Paint program that gives free water-based paints to County employees, organizations, and residents. The paint is full, quart, gallon, and five-gallon sized containers. Only paint that has been inspected and whose date of manufacture can be verified as less than three years old can enter the Free Paint program. All recipients of Free Paint must sign a waiver of responsibility. The Contractor will oversee this program, indemnifying the County where necessary, at no additional charge to the County.

5.2.1.16.3. Large Quantity Generators - Upon request from the County, the Contractor must extend ECOWISE prices to County Agencies identified as Large Quantity Generators (LQGs), who are unable to participate in the ECOWISE program. LQGs are defined as those agencies that generate more than 220 pounds of hazardous waste per month or that store more than 220 pounds of hazardous waste at their site (RCRA 40 CFR). However, in addition to the ECOWISE pricing, the Contractor must charge the County Agency a mobilization/set up fee, payable by the using County Agency, should they request the Contractor to come to their facility and remove hazardous waste. This price must not exceed the price provided in Compensation Schedule II, Section 2, by the Contractor.

5.2.1.16.4. Technical Meeting Support - Upon request from the County, the Contractor must provide technical support at meetings with Regulatory Agencies, County Agencies, County Officials, County Contractors, and the Public. Meet with representatives of regulatory agencies, the public, County officials, County contractors and others to review and explain elements of the HHW Program, SQG Program, and other related aspects of the hazardous waste program and identify issues which need to be addressed.

5.2.2. Small Quantity Generator (SQG) Collection Program (ECOWISE)

5.2.2.1. ECOWISE Collection Operational Requirements

5.2.2.1.1. ECOWISE Collection Operational Requirements - The ECOWISE program is for Small Quantity Generators of hazardous waste that are located or work within Montgomery County. SQG entities must register with the County to become an ECOWISE member. The Contractor will operate the ECOWISE program in accordance with Federal, State, and Local Laws and Regulations pursuant to the requirements and specifications set forth in this RFP.

- 5.2.2.1.1.1. Definition - Small Quantity Generator (SQG) is defined by the State of Maryland (COMAR Title 13) as a non-

residential entity that generates less than 220 pounds of hazardous waste per month, or stores more than 220 pounds of hazardous waste at the generation site during the same period.

5.2.2.1.1.2. Definition - ECOWISE Collection Event is defined as a SQG collection event during which registered ECOWISE members, may deliver containers of toxic, flammable, corrosive or reactive waste products to a designated receiving site on specified dates and times. See <https://www.montgomerycountymd.gov/DEP/trash-recycling/facilities/ecowise.html> for current operational days and times.

5.2.2.1.2. ECOWISE Collection Schedule - The Contractor must accept hazardous waste from certain SQGs for a four-hour period on weekday(s) designated by the County. The designated day or days will be fixed throughout the year. The County, however, reserves the right to either change or add additional days. If the County adds additional days, the Contract Administrator will notify the Contractor of each SQG collection event at least fourteen days prior to the date of the SQG collection event. The County reserves the right to terminate the SQG program at any time during the Contract term, without any liability to the County and/or hire a separate Contractor entirely to perform SQG collections, also without liability to the County. Termination of the SQG program will not affect the continuation of the HHW program or the other components of the Contract.

5.2.2.1.3. ECOWISE Collection Location - The Contractor must accept SQG materials on the grounds of the Montgomery County Transfer Station in Derwood, Maryland, at the Hazardous Waste Facility, unless the Contract Administrator identifies another location.

5.2.2.1.4. SQG Materials Accepted - The Contractor must accept all SQG materials included in the SQG **Compensation Schedule II** (Attachment D) that are delivered to the program by registered ECOWISE members. Prices for the materials on **Compensation Schedule II** must be paid by the participating ECOWISE member, not the County. The Contractor may not accept over 220 pounds or 100 kilograms of hazardous waste from a single generator at any single collection. This does not apply to non-hazardous materials or universal waste.

5.2.2.1.5. SQG Registration Process - The County requires all program participants to register with the County in advance of disposing of any materials. Program participants are required to provide a signed affidavit attesting that their business is a small quantity generator as defined under Maryland laws and regulations. The Contractor must maintain a current file of registered ECOWISE participants at the HHW Facility. The County will provide the Contractor with any updates of registered program participants that they receive monthly and prior to ECOWISE collection events.

5.2.2.2. ECOWISE Collections: Contractor Responsibilities

5.2.2.2.1. Contractor Personnel - The Contractor must provide sufficient qualified personnel at the designated collection site during all scheduled hours of each

SQG collection event. Contractor personnel must weigh or otherwise quantify all materials unloaded from participants' vehicles. The Contractor, using the contracted compensation schedule, must determine the charges and collect them directly from the SQG participant.

- 5.2.2.2.2. SQG Materials Processing - All SQG materials must be lab-packed or bulked on the day of the SQG collection event. All materials accepted from SQG participants must be removed by the Contractor on the day of the event or stored in containers labeled and designated exclusively for materials received from SQG collection events. No material collected from SQG participants may remain at the HHW Facility (specifically the fenced compound storage area for hazardous waste) at the Transfer Station for a period exceeding sixty days.

- 5.2.2.2.3. ECOWISE Program Publicity - The County is responsible for ECOWISE program publicity. However, the Contractor is encouraged to assist in program publicity but must coordinate with the Contract Administrator. The County may ask the Contractor to perform certain program publicity functions at a mutually agreed upon price.

5.2.3. Provisions Applicable to HHW, and ECOWISE (SQG) Collection Programs.

- 5.2.3.1. The provisions noted below apply to the HHW, County, and SQG collection programs.

5.2.3.2. Hazardous Waste Storage Requirements.

- 5.2.3.2.1. Materials Storage - The HHW Facility (specifically the fenced compound storage area for hazardous waste at the County Transfer Station) will be available for the Contractor to store partially filled containers. The County storage facility features storage lockers in which containers may be placed either by hand truck or forklift. The County will provide the Contractor with an HHW Facility at the County's Transfer Station. Materials stored at the HHW Facility by the Contractor, from SQG (ECOWISE) events or HHW must be properly labeled for that program and MUST BE removed within sixty calendar days from the date the hazardous materials are first stored in the respective container, OR when the HHW Facility reaches a capacity of eighty 55-gallon drums, whichever occurs first. The Contractor must provide the Contract Administrator with a list and location of the container(s). The container(s) must be properly labeled with a manifest attached to them. The Contractor must, through the "Regular Drop-Off" Program, fill the partial container(s) and complete the manifest prior to shipment.

5.2.3.3. Hazardous Materials Recordation and Transport Requirements

- 5.2.3.3.1. Transport Requirements. The Contractor must remove hazardous materials from the HHW Facility, including the fenced compound storage area for hazardous waste, or collection site for ultimate disposal or recycling as designated as below.

- 5.2.3.3.1.1. Transport of hazardous materials must occur in vehicles permitted in accordance with all pertinent state and federal laws and regulations. Vehicle operators must be licensed to transport hazardous materials in accordance with all applicable state and federal laws and regulations.

- 5.2.3.3.1.2. Recordation and Manifests. The Contractor must complete all transport manifests and other mandated records. The Contractor must provide the County copies of all manifests at the time of pick-up and maintain a set of records on-site at the Transfer Station. The Contractor must provide the County with certificates of destruction monthly. The Contractor must provide the County with documentation of the types and amount of materials disposed at each SQG collection event. In addition, the Contractor must provide the County with documentation of the types and amount of materials disposed by each ECOWISE program participant.

5.2.3.4. Materials Disposition and Facility Requirements, All Hazardous Wastes.

- 5.2.3.4.1. Materials Disposition - When alternative disposition options exist, the Contractor must give preference to recycling, treatment, and reclamation over incineration and landfill disposal. The Contractor must dispose of all non-regulated materials as municipal solid waste.

- 5.2.3.4.1.1. The Contractor must accept motor oils, antifreeze, and automobile batteries, and other materials that the County can manage through other Transfer Station recycling and disposal programs, delivered to the HHW program. However, the Contractor will not receive payment for the disposition of these materials at the Transfer Station. The Contract Administrator will provide a list of designated materials that the County can accept.

- 5.2.3.4.2. Hazardous Waste Acceptance Facilities - All materials received either through the County and HHW drop-off and SQG programs must be stored, recycled, treated, incinerated, or landfilled at a federally permitted, hazardous waste Treatment, Storage and Disposal Facility (TSDF). Once removed from County property, all hazardous materials must be transported directly to a federally permitted TSDF. Each TSDF receiving waste must comply with all relevant federal, state, and local permitting requirements. If a disposal facility is in a state which has enacted statutory or other guidelines or limitations on the disposal of waste materials generated from outside the state, the Contractor, prior to transporting hazardous materials, must:

- 5.2.3.4.2.1. Provide the County with copies of relevant guidelines and/or limitations, and
- 5.2.3.4.2.2. Provide evidence of the ability of the Contractor to comply with the terms of such statutory or other guidelines with respect to the disposition of hazardous wastes.
- 5.2.3.4.2.3. Ensure that permitted TSDFs are utilized for the Contract and must provide the County a complete list, in tabular format, of the permitted TSDFs to be utilized during performance of the work. The name, address, facility type, permit number and expiration date, and materials accepted must be provided for each TSDF.

- 5.2.3.4.3. TSDF Designation - Upon execution of the Contract, the Contractor must provide the County with a list of names and locations of each TSDF proposed for acceptance of materials under the Contract. The Contractor must identify which categories of waste will be sent to the TSDF. No hazardous materials may be transported to a TSDF without the prior approval of the County. The County reserves the right to disapprove the use of a TSDF. Should the County disapprove use of an identified TSDF, the Contractor must identify an alternative TSDF acceptable to the County.
- 5.2.3.4.4. Recordation - The Contractor must select a TSDF that maintains complete and up-to-date records of each hazardous waste packing container handled and one that is able to provide the County with certificates of final disposal or destruction.
- 5.2.3.4.5. Facility Inspection and Auditing -The Contractor must select a TSDF that allows the County, upon request with reasonable notice, to conduct on-site inspections. The Contractor must select TSDFs whose owners and operators permit the County access to all relevant facility records as necessary to conduct an audit of waste management practices and regulatory compliance.
 - 5.2.3.4.5.1. The Contractor must provide the County with facility auditing reports at least once every twelve months for all facilities receiving materials under the Contract.
 - 5.2.3.4.5.2. The Contractor must also provide the County with necessary data to clearly identify the material types and quantities of all materials received. This data can take the form of manifests, shipping papers and/or more complex spreadsheets showing dates, weights and materials identified by the Contract item number or otherwise identified by material name.
- 5.2.3.5. Methods of Ordering Work
 - 5.2.3.5.1. The County may use two different methods of placing orders from the executed contract: Purchase Orders (PO's) and/or Blanket Purchase Orders (BPO's) related to an executed Task Order.
 - 5.2.3.5.2. Task Orders: The County will issue Task Order Requests for Proposals (TOPR). The TOPR will include a detailed description of the work, including a completion date. Information in the TOPR may include but is not limited to: a description of the scope of work/assignment, expected objectives, deliverables, the expected timeframe for completion, the level of effort required, expected payment structure (e.g., lump sum, time and materials, unit price, or combination, etc.), any background information to be supplied by the County.
 - 5.2.3.5.3. The Contractor's written proposal must address all requirements of the TOPR, which may include, but not be limited to: detailed scope of work explaining the approach and methodology to perform and complete the work; list of key personnel; detailed schedule; price proposal in strict accordance with the contract rates, clearly showing the number of hours and labor categories to be used for all staff and subcontractors based on the fully burdened hourly rates approved for the Contract, and contact information for

its Task Order Manager. The Contractor must also provide a detailed list of any Other Direct Costs to be paid under the Task Order, if any. The County will not pay any mark-up or fees on Other Direct Costs (ODC) for equipment and materials.

- 5.2.3.5.4. For each Task Order, the Contractor must assign sufficient and appropriately qualified key personnel for timely, efficient, and effective performance and execution of the work.
- 5.2.3.5.5. The Contractor must work closely with the County to coordinate and manage the Task Orders, and to provide required reports/deliverables. If required in a TOPR, the Contractor must provide a summary of the day or week's work via an email to the TO Manager with a CC to the Contract Administrator and provide an internal quality control review of all draft and final products prior to delivery to the County. If the County identifies errors and omissions by the Contractor in draft and final work products, the County will review these errors with the Contractor, and the work products must be corrected at no expense to the County within the time-period required by the County.
- 5.2.3.5.6. With County approval, certain subcontractors required for the accomplishment of Task Order work may be included as an "Other Direct Cost" item. Other Direct Costs from the Contractor and its subcontractors will be reimbursed at Contractor's or subcontractors' cost.
- 5.2.3.5.7. The Contractor must bear all the costs relating to meetings with the County to discuss new Task Order assignments, preparing the Task Order Proposals, and negotiating the Task Order Proposals with the County, etc.
- 5.2.3.5.8. Task Order Schedule: The Contractor must adhere to the approved Task Order Schedule. When necessary, the County will initiate a schedule for completing any task or subtask within the Task Order. DEP may, at its discretion, elect not to issue any subtask within an awarded Task Order. Task Orders may be changed only with prior written authorization by the County.
- 5.2.3.5.9. Task Order Termination: The County reserves the right to terminate any Task Order before its completion if, in the County's sole determination, it is in the best interest of the County to do so. In the event of such termination of a Task Order, the County will compensate the Contractor for work completed on the Task Order prior to the termination in accordance with the procedures and conditions described herein.
- 5.2.3.6. **Safety**: Safety must be the County's and the Contractor's foremost goal in implementing the provisions of the Contract.
 - 5.2.3.6.1. **Contractor Responsibilities**: The Contractor recognizes the importance of performing its obligations at County-owned sites in a safe and responsible manner to prevent damage, injury, or loss to individuals, the environment, and the facilities, including materials and equipment stored on-site or off-site. The Contractor must develop and maintain Environmental, Health, and Safety ("ESH") precautions and programs for on-site services. The Contractor must be able to document their operations at County sites and comply with the Contractor's ESH precautions and guidelines.

- 5.2.3.6.2. **Applicable Regulations:** All Contractor operations on County sites must be in strict compliance with all applicable MOSH/OSHA regulations and requirements.
- 5.2.3.6.3. **Legal and County Specific Safety Reporting Requirements:** The Contractor and all of the Contractor's subcontractors must comply with the legal and County-specific reporting requirements relating to EHS as listed in the Montgomery County EHS Reporting Requirements, which is attached hereto as Attachment G. The Contractor will, to the extent allowable under relevant law, immediately report orally, and in writing within forty-eight (48) hours, any EHS related injury, loss, damage, near-miss, or accident arising from the services provided under the Contract to the County's Program Managers and, to the extent mandated by legal requirements, to all government or quasi-government authorities (including the County's Division of Risk Management and the Site Safety Coordinator having jurisdiction over safety-related matters involving County sites). If the Contractor and/or any of its subcontractors cause a spill, release, discharge, or other impact to soil, water, or air that necessitates the filing of a report with a county, state, federal regulatory agency, the Contractor must immediately notify the County's Program Manager and Site Safety Coordinator and provide the Program Manager and Site Safety Coordinator with copies of any reports or notifications the Contractor submitted as a result of the event. The Contractor will also immediately notify the County's Program Manager and Site Safety Coordinator of any notice of violation or inspection report received from any governmental authority alleging a failure to comply with state and federal environmental laws, rules, and regulations. The Contractor's responsibility for EHS under this Section is not intended in any way to relieve subcontractors and sub-subcontractors of their own contractual and legal obligations and responsibilities.
- 5.2.3.6.4. **EHS Requirements and Coordination:** Worker safety and protection of the environment are of the utmost concern to the County. Specifically, the Contractor and its subcontractors must be in compliance with all applicable standards and regulations found in: 29 CFR Part 1926 (the OSHA Construction Standard), 29 CFR Part 1910 (the OSHA General Industry Standard) as applicable, Maryland Occupational Safety & Health Administration (MOSH) the governing body in the State of Maryland, 40 CFR Parts 261-265 (solid and hazardous waste management), 40 CFR Part 112 (oil pollution control), and COMCOR Chapter 19, Erosion, Sediment Control and Stormwater Management. The Contractor must address all safety requirements in the performance of the services under the Contract. The County reserves the right to inspect and review the Contractor's EHS plans and programs. The County may also request changes to the Contractor EHS plans and programs the County deems appropriate. If the County requested changes to the Contractor EHS plans and programs are not included in the current FY budget, the Contractor will prepare and submit a supplemental budget for the cost of County requested changes to the Contractor EHS plans and programs and a timeline for implementation of County requested changes. The Contractor must not incur any billable costs for the implementation of County requested changes to the Contractor EHS plans or programs without the County's prior written approval. The County will

reimburse the Contractor for such costs included in the Contractor monthly service invoices.

- 5.2.3.6.5. **Health and Safety Plan (HASP):** The Contractor must prepare and maintain a HASP for work performed at all County-owned sites. The Contractor's Project Manager will conduct an annual review of the HASP for each facility with the County Program Manager. The Contractor will maintain a current copy of the HASPs on the County's SharePoint site and update it accordingly. Updates must include revision dates and a brief summary of the changes made. HASPs must include documentation of safety training records and certifications of all employees working at the County-owned sites.
- 5.2.3.6.6. **Transfer Station Safety Working Group:** Any the Contractor operation under the Contract located at the Transfer Station must participate in the County's Transfer Station Safety Working Group. The Safety Working Group members must include the Contractor employees and employees of the Contractor's Contract labor subcontractor(s) employees, including Management and front-line employees, and the County Program Manager. At a minimum, the Safety Working Group will meet quarterly, at a schedule mutually agreeable to the Contractor and the County. The Safety Working Group for each site will review causes and responses to near-miss, incidents, and accidents to maintain a pro-active, positive safety culture at County-owned sites.
- 5.2.3.6.7. **Job Hazard Analysis ("JHA"):** the Contractor must maintain a current JHA for all appropriate work performed at County-owned sites and for each Task Order issued under the Contract. The Contractor's Operations Manager and/or Field Operations Supervisor must review the appropriate JHA(s) prior to any Contractor's staff, or any Contractor's subcontractor staff, undertaking a Task(s) on an on-going basis. The Contractor must make all JHA(s) under the Contract available to the County, the Contractor employees, and the employees of the Contractor's subcontractors.
- 5.2.3.6.8. **Work Planning:** The Contractor will document and ensure that a County-accepted work planning process is in place at County-owned sites. Work planning documentation should include but not be limited to: Daily work plan meeting topics and attendance rosters, job hazard analysis (JHA's) reviews associated with the daily work plan, posts of current JHA's for County-owned sites on the County SharePoint site, current lists of hazard controls developed and implemented by the Site Safety Committees and their effectiveness, a shared Outlook regulatory compliance calendar for the County-owned sites.
- 5.2.3.6.9. **Personal Protective Equipment:** The Contractor must provide all employees working at County-owned sites the OSHA/MOSH required Personal Protective Equipment ("PPE") required for providing services under the Contract. The PPE required may include, but is not limited to, the following items: high visibility safety vests and/or uniforms with high visibility reflective markings, for both hot and cold weather, task appropriate gloves, hard hats, safety boots or footwear, safety glasses, inclement weather outerwear, including Hi-Viz cold weather outerwear.

- 5.2.3.6.10. **Subcontractor Safety Program Verification:** Prior to a Contractor's subcontractor starting work at the County-owned sites, the Contractor must document and verify all the Contractor's subcontractor staff working at the County-owned sites have current and valid training and/or certifications required for the work being performed. The Contractor must inform all subcontractors working at the County-owned sites of the Contractor EHS requirements and monitor their subcontractor's work activities to enforce compliance with both the Contractor and County EHS requirements.
- 5.2.3.6.11. **Safety Training Requirements:** The Contractor is responsible for the complete safety training of all Contractor employees and all employees of the Contractor's subcontractors prior to the Contractor employees or the Contractor's subcontractor's employees starting work at County-owned sites. The County requires the Contractor safety training to include, but not be limited to the following:
- 5.2.3.6.11.1. The Contractor's staff and the Contractor's subcontractors will have the training and/or certifications applicable to the work being performed as required by MOSH and/or OSHA. Such training and/or certifications will be specified by a competent person as defined by OSHA 29 CFR 1926.32(f). A current Mine Safety and Health Administrations certification is also acceptable. The Contractor must maintain a current training status log for all the Contractor staff and the Contractor subcontractors' staff working at the County-owned sites on the County SharePoint site. Documentation of the training and/or certifications of the Contractor staff and the Contractor subcontractors working at County-owned sites will be provided to the County within 10 days of training and/or certification completion.
 - 5.2.3.6.11.2. The OSHA Standards Training Requirements <https://www.osha.gov/Publications/osh2254.pdf> lists training requirements for General Industry, Maritime, Construction, Agriculture, and Federal Employee Programs.
 - 5.2.3.6.11.3. Any explicit safety and health training requirements in the MOSH/OSHA standards that are applicable to the performance of work at the County-owned sites to ensure that workers have the required skills and knowledge to safely perform their work. The OSHA publication 2254-09R (2015) contains descriptions of mandatory safety and health standards.
 - 5.2.3.6.11.4. County conducted Site Specific EHS Orientation and Training.
 - 5.2.3.6.11.5. Any other training requirements identified by the Contractor in its HASPs or by the County and communicated to the Contractor during the Contract period and any Site Specific EHS Program review.

5.2.3.6.11.6. the Contractor and its subcontractors must complete County safety awareness training.

- 5.2.3.6.12. **Suspension of Work Due to Imminent Danger or Non-Compliance:** If the County reasonably determines that the Contractor has created, maintained, or exposed an imminent danger or the Contractor is not in compliance with MOSH and/or OSHA regulations at the County-owned sites, and the Contractor refuses to correct the imminent danger or non-compliance, the County reserves the right to suspend the Contractor activities until the County reasonably determines the imminent danger or non-compliance has been corrected and safe conditions are re-established. The Contractor will be responsible for reimbursing the County for the reasonable and direct costs incurred due to County-directed work stoppages caused solely by the Contractor's failure to correct the imminent danger described herein. In no event will the Contractor be obligated to pay special, indirect, or consequential damages to the County.
- 5.2.3.6.13. **Accident, Injury, and Fatality Investigations:** In the event of an accident, injury, or fatality at the County-owned sites, the Contractor and the County may conduct their own separate investigations. The Contractor may not bill the County for time and materials for the Contractor Headquarters staff who do not work directly and specifically on County-owned sites related to its own investigation. To the extent allowed by judicial rule, law, or court order, the Contractor will participate in review of the incident, accident, or fatality with the County. At a minimum, review of accidents, injuries, and fatalities will include (subject to legal limitations): A summary of investigation results, a root cause analysis, the corrective actions taken to prevent a recurrence, descriptions of any lessons learned.
- 5.2.3.6.14. **Chemical Inventories:** the Contractor must prepare and maintain an inventory of all chemicals and their respective Safety Data Sheets (formerly "Material Safety Data Sheets") (SDS) for each chemical item used under the Contract or stored by the Contractor at the County-owned sites for purposes of use in the Work.
- 5.2.3.6.15. **Emergency Response Plan (ERP):** The Contractor acknowledges that periodic drills and exercises are required by County to validate the adequacy and effectiveness of the County's ERPs. The Contractor also recognizes participation in such drills and exercises enhances its employees' understanding of the County's ERP. The Contractor agrees to participate in County directed drills or exercises, which may or may not be scheduled in advance, throughout the term of the Contract. The Contractor will bill for staff time as normal for hours associated with drill and exercise participation. The Contractor will assist the County in preparing written evaluations of ERP drills, including results and recommendations for improvement. Prior to ERP drills, the Contractor will assess whether its employees are capable of participating in emergency procedures applicable to the County-owned sites. During a drill or exercise, the County reserves the right to restrict or deny the Contractor employees and/or the employees of the Contractor's subcontractor's access to the work location.

5.3. **CONTRACTOR'S QUALIFICATIONS**

- 5.3.1. The Contractor must demonstrate overall experience with hazardous materials management for similar type public programs for the company as well as their staff.
- 5.3.2. Specific Contractor qualification requirements must be provided in the Submission and Evaluation sections of this Request for Proposal.
- 5.3.3. The Contractor must have a minimum of **five** years of experience in hazardous waste management, facility operations, hazardous materials packing, associated documentation, hazardous materials transportation, and disposal. The Contractor must provide "cradle to grave" services for household hazardous waste management without subcontracting with other firms. The Contractor must have an associated safety and training program and be experienced in applicable regulations governing the management of hazardous materials.
- 5.3.4. Contractor personnel must have specialized training and certifications to perform the hazardous waste services, which includes, but are not limited to: Household Hazardous Waste Supervisor Certification, 40-Hour Hazardous Waste Operations Certification, and Annual Refresher trainings per OSHA 29 CFR 1910.120; Department of Transportation (DOT) Hazardous Materials Training; Annual Resource Conservation and Recovery Act (RCRA) Training; Bloodborne Pathogens, CPR, First Aid, and Personal Protection Equipment (PPE) Trainings; and other Household Hazardous Waste Orientation, Emergency Response, Housekeeping, Standard Operating Procedure, and Safety Trainings.
- 5.3.5. The Contractor must ensure that permitted TSDFs are utilized for the Contract and must provide the County a complete list, in tabular format, of the permitted TSDFs to be utilized during performance of the work. The name, address, facility type, permit number and expiration date, and materials accepted must be provided for each TSDF.

5.4. **CONTRACTOR'S RESPONSIBILITY**

5.4.1. Administrative Responsibilities.

- 5.4.1.1. The Contractor must maintain its business in "good standing" with the State of Maryland Department of Assessments and Taxation Business Services, <https://dat.maryland.gov/businesses/Pages/default.aspx>, at all times during the performance of the Contract. See section 4.1.9.
- 5.4.1.2. The Contractor must maintain and update, as applicable, the Contractor's information in the County's Vendor Registration System (CVRS) at <https://www.montgomerycountymd.gov/vendorregistration> within 15 days of any changes. This includes any Automated Clearinghouse (ACH) changes for payment deposits that can only be updated through the CVRS system by the Contractor.
- 5.4.1.3. The Contractor must notify the County within 15 days of any changes in the company name (including "dba" changes), address, and/or Tax ID changes. The e-mail to submit this information is DEP.Procurements@montgomerycountymd.gov.
- 5.4.1.4. The Contractor must furnish a current Certificate of Insurance (COI) that complies with the requirements in Attachment C to this solicitation before execution of the Contract. The ACORD form, or equivalent, must be provided to the County for Risk Management review and approval. COI renewals must be

submitted within 15 days of expiration to DEP.Procurements@montgomerycountymd.gov. If the Contractor's Certificate issuer permits, it is recommended that the Contractor add the DEP Procurements e-mail to a direct-distribute list so DEP will receive COI renewals directly from the broker.

5.4.1.5. Hard copy COIs are not required or requested.

5.4.2. Additional Contractor Responsibilities.

5.4.2.1. Permits and Licenses - The Contractor must obtain all permits and licenses necessary for the collection, storage, transport, and disposal of hazardous materials.

5.4.2.2. Health and Safety Plan - The Contractor must develop a Health and Safety Plan for the regular staffed drop-off and SQG events.

5.4.2.3. Incident Response - During all bulking and lab-packing sessions, the Contractor must have trained hazardous materials incident response personnel and equipment on site. The Contractor must manage all clean-up and materials disposal associated with any spills or other accidents occurring during the collection, bulking and lab-packing and/or storage of hazardous materials.

5.4.2.3.1. In case of a spill or other accident occurring on public roadways, local public safety officials will conduct emergency response and initial materials containment. The Contractor must coordinate with local public safety officials' response activities and must manage clean-up and disposal of materials associated with any spills or other accidents occurring during transport of hazardous materials by the Contractor.

5.4.2.3.2. The Contractor must bear the cost for all clean-up and materials disposal associated with any spills or other accidents occurring during the collection, bulking and lab-packing, storage, or transport of HHW materials except to the extent caused by the County.

5.5. **COUNTY'S RESPONSIBILITY**

5.5.1. County Responsibilities: County responsibilities, unless otherwise indicated in this document, will include but not be limited to the following:

5.5.1.1. Publicity and publicity costs concerning events unless cost sharing is mutually agreed upon.

5.5.1.2. Acceptance or rejection of questionable hazardous materials. In these instances, the Contractor must consult with the County.

5.5.1.3. Final determination of non-residential versus residential loads of hazardous waste.

5.5.1.4. Review of data concerning participation, weights, costs and materials removed.

5.5.1.5. Establishing hours of operations for the regular drop-off and SQG events.

5.5.1.6. Cancellation of regular services due to weather or other reasons.

5.5.1.7. Provide the HHW facility and storage infrastructure at the Transfer Station.

5.5.1.8. Approve or reject TSDFs, questionable materials, and operational changes.

- 5.5.1.9. Notify Contractor of schedule changes (30-day notice for HHW hours, 14-day for SQG additions, 48-hour for personnel adjustments).

5.6. **REPORTS/DELIVERABLES**

- 5.6.1. The Contractor must provide calendar year and fiscal year (July through June) data summaries concerning weights and materials to the County Contract Administrator.
- 5.6.2. The Contractor must provide data concerning cost, weights, dates, and materials for the HHW and SQG programs.
- 5.6.3. Monthly Reports. The Contractor must provide the County with Reports on the work as required by applicable regulations including but not limited to records of manifests for all materials received and shipped, and their ultimate point of disposal or recycling. A mutually agreed upon format and structure will be created by the County and Contractor Contract Administrator and the Project Manager. Reports will include but not be limited to the following information:
- 5.6.3.1. Materials shipped by Contract item number,
 - 5.6.3.2. Dates materials shipped,
 - 5.6.3.3. In-bound and out-bound weight data from regular drop-off and SQG (ECOWISE) events, as measured by the Transfer Station Scales,
 - 5.6.3.4. Monthly participation data,
 - 5.6.3.5. Event participation, and
 - 5.6.3.6. Other data as requested relevant to projecting program costs and Contractor performance.
- 5.6.4. Invoices. Monthly Invoices for the Contract must be submitted in a format acceptable to the County. All invoices must be submitted to the County by the fifteenth day of each month, in conjunction with the monthly financial report. Invoices must include:
- 5.6.4.1. The Contract Number and Purchase Order Number.
 - 5.6.4.2. Separate costs for labor, transportation, and disposal costs incurred during the invoice billing period.
 - 5.6.4.3. The total amount invoiced.
 - 5.6.4.4. The Contractor must send the invoices, in a format to be agreed on, to:
TSInvoice@montgomerycountymd.gov

6. **SECTION C - PERFORMANCE PERIOD**

6.1. **TERM**

- 6.1.1. The effective date of this Contract begins upon signature of the Director, Office of Procurement. The term of the Contract ends after a **three**-year period from the effective date. The period in which the Contractor must perform all work under the Contract begins upon the County's issuance of a Notice to Proceed. The Contractor must also perform all work in accordance with time periods stated in the Scope of Work of this Contract.
- 6.1.2. Before the Contract term for performance ends, the Director, Office of Procurement at his/her sole option may (but is not required to) renew the term. The Contractor's