

## **Exhibit A**

### **OUTLINE OF SCOPE OF SERVICES**

This section describes the services sought by the Sonoma County Waste Management Agency (Agency). The Agency will execute an Agreement (see Exhibit C) for Operation of Household Hazardous Waste Programs with the selected Proposer as described in this RFP. The Agreement may incorporate any or all elements of the successful Proposer's proposal, either as originally submitted or as defined in subsequent negotiations. The Agreement is subject to the final approval of the Agency Board of Directors. Also set forth in this section are the major terms of the business arrangement that the Agency seeks with the successful Proposer, as further defined by the terms contained in the successful Proposer's proposal.

The Agency has an established program where hazardous waste is collected at the existing Household Hazardous Waste Facility (HHW Facility) from residents, businesses that qualify as Conditionally Exempt Small Quantity Generators (CESQG), from a Mobile Program, Door to Door Collection Service, Hazardous Waste Load Check Program, and emergency response cleanups. The days and hours of operation for the HHW Facility, CESQG Program, Mobile Program and Door to Door Collection Service are established and advertised to the public. The Hazardous Waste Load Check Program is being operated, using the Mobile Program or other licensed vehicle, at least every ninety (90) days, or more frequently if requested by Agency.

Contractor shall be responsible for traveling to specified locations to pick-up HHW and CESQG waste. The Agency will cover disposal costs for residential waste but CESQG's must cover their own waste disposal costs. Contractor shall be responsible for serving customers at the HHW Facility and through the Mobile and Door to Door Programs, unloading materials from customer's vehicles, segregating, sorting, bulking, labpacking, packaging, identifying unknown materials, creating and managing material inventories, and labeling waste containers. Contractor shall provide all equipment necessary for a successful operation. Contractor and Contractor's employees shall use proper personal protective equipment as required when handling hazardous materials.

Contractor shall furnish all materials, equipment, supervision, labor, permits, and licenses necessary or required by any and all Federal, State, or local laws, rules, regulations, ordinances, and codes, with particular attention to the Environmental Protection Agency and Department of Transportation rules, regulations, and polices, to handle, remove, transport, and dispose of any and all waste materials specified in the RFP.

Contractor shall transport the hazardous materials to approved Treatment, Storage and Disposal Facilities (TSDFs) and arrange for the ultimate disposition of the hazardous waste. Contractor shall provide Certificates of Disposal to the Agency as proof of final disposition of the waste.

There is also an established reuse program at the HHW Facility site where the public can pick-up materials free of charge. A reuse area is made available at the HHW Facility for redistribution of latex paint, bulked at the HHW Facility, and other materials collected through the HHW Facility and accompanying programs. The majority of the material available through the reuse program is bulked

paint in five gallon containers and cans of paint. Contractor shall have executed a transportation and disposal contract with PaintCare for the duration of the Contract. Contractor shall collect, package, transport and dispose of all PaintCare eligible waste at no charge to the Agency. Rates shall be established through the Contractor's Agreement with PaintCare for services covered under the PaintCare Program that qualify for reimbursements to the Agency (e.g. Direct Reuse Rate, Latex Paint Reprocessing Rate, Bulked Latex Paint Rate, Bulked Oil Based Paint Rate, and Internal Transportation Rate).

Below is the outline of the Scope of Services. Detailed information and requirements regarding the above mentioned programs can be found in Exhibit C: Form of Agreement.

## **OUTLINE OF SCOPE OF SERVICES**

### Contractor Performance.

Full Service Operation. In operating the Program, Contractor shall perform a full range of services which shall include, without limitation: sorting wastes, sorting for reuse, operating the reuse depot, packaging wastes, labeling and marking wastes, transporting and disposing of all Hazardous Wastes accepted through the Household Hazardous Waste Program.

Unknown Materials. Contractor shall promptly respond to the processing of all unknown materials.

Acceptance of Waste. Contractor shall receive and manage Hazardous Waste generated by Residents and Conditionally Exempt Small Quantity Generators (CESQG) of Sonoma County at the Household Hazardous Waste Facility, through Mobile and Door-to-Door Collection Services, Hazardous Waste Load Check Programs and Emergency Response Wastes.

Familiarity with CalEPA and US EPA Permitted Facilities. Contractor shall be informed on current costs, procedures, and analytical requirements for disposal of Hazardous Waste at approved CalEPA and US EPA permitted Hazardous Waste facilities utilized during the course of performing this contract.

Disposal of Materials. Contractor shall not dispose as hazardous any materials that can be managed as non-hazardous waste.

Efficient Use of Containers. Contractor shall work to decrease the actual number of containers sent for recycling or disposal by packing containers efficiently. Emergency Response Wastes shall not be packaged with wastes from other programs as Emergency Response Wastes are subject to different regulations.

## Waste Management.

Hazardous Waste Management Methods. Agency shall select the disposal method to be used for each waste category.

Excluded Materials. Contractor shall not accept the following materials: 1) ammunition and explosives with the exception of surface flares; 2) biological wastes, with the exception of syringes; 3) reactive wastes, unless listed in the contract; and 4) radioactive materials.

Syringes. Contractor shall accept syringes and related wastes, e.g. pipettes lancets, swabs, empty medicine bottles.

HazCating Unknowns. Contractor shall HazCat (hazard categorization) any materials received for which Contractor is unsure of the identification.

Disposal Destinations. Contractor shall dispose of Hazardous Wastes only at the facilities designated in the contract.

Proof of Proper Disposal. Contractor shall provide Agency final disposal certificates for all Hazardous Wastes.

Rejection of Wastes at Final Disposal Facilities. Agency shall not be responsible for additional costs incurred as a result (directly or indirectly) of a Treatment, Storage, and Disposal Facility (TSDF) or other authorized facility refusing to take Hazardous Waste from Contractor, or as a result of Contractor not having prior contract arrangements for use of a particular TSDF or other authorized facility.

Acceptance of Waste From Agency Mobile and Door-to-Door Collection Service. Contractor shall accept any waste brought to the facility which has been collected in connection with an Agency Mobile and Door-to-Door Collection Service.

Reuse. Contractor shall make available a reuse area at the Household Hazardous Waste Facility.

Latex Paint Reuse. Contractor shall set aside reusable latex paint for redistribution through the Household Hazardous Waste Facility's reuse program.

Weighing of Wastes. Contractor must weigh all wastes, once packaged, prior to transporting from the site.

Household Affidavit. If Contractor or Agency Representative suspects a participant using the household fee exempt program is actually a CESQG, Contractor or Agency Representative may require participant to sign an affidavit that the Hazardous Waste they are delivering was generated by a household.

Camping Stove Propane Cylinders. If empty, Contractor shall ensure camping stove propane cylinders are empty and recycle the containers as scrap metal. Unless empty, camping stove propane cylinders are to be placed in the reuse program, regardless of amount of propane remaining in cylinder. Only cylinders that cannot be distributed through the reuse program or have corrupted containers are to be shipped as hazardous waste.

### Operations.

Hours of Operation. Contractor shall provide services to Agency forty (40) hours weekly.

Access to HHW Facility. Contractor shall have full and unimpaired access to the Household Hazardous Waste Facility from 7:00 a.m. to 3:00 p.m. Monday through Saturday, Tuesdays from 7:00 a.m. to 10:00 p.m., or as necessary for emergencies or incidents, but at no other times unless approved by Agency in writing.

Holiday Closing. Contractor shall close the Household Hazardous Waste Facility on holidays observed by the Central Disposal Site (i.e., New Years, Independence Day, Labor Day, Thanksgiving and Christmas).

Agency Closing. Agency shall have the right to shut down the Program, or portions thereof, when deemed necessary.

### Staffing and Subcontractors.

Staffing. Contractor shall provide all on-site technical staff to provide the services stated in the Agreement. Contractor shall have seven (7) full-time staff dedicated to operation of the HHW Facility, one (1) Program Manager, one (1) Chemist, (4) four Technicians and one (1) Administrative Support.

Staff Training. Contractor's personnel must be trained in the safe and proper handling of Hazardous Wastes and must be capable of emergency response and cleanup of Hazardous Waste spills and securing of Hazardous Wastes during disasters as required by all Legal Requirements.

Subcontractors. Contractor shall provide for the transportation, recycling, reclaiming, and disposal of all materials accepted in connection with the Program.

Contractor shall arrange for and manage any subcontractors necessary to provide these services.

Key Personnel. A list of the Contractor's key personnel shall be provided to the Agency.

#### Mobile Program.

Mobile Program Service. Contractor shall provide for weekly collection of Household Hazardous Wastes at Mobile Program Sites.

Mobile Program Vehicle. Contractor shall provide a vehicle that will be used for serving the Mobile Program Sites.

Mobile Program Site Responsibility. Contractor shall be fully responsible for all Hazardous Wastes disposed of at any Mobile Program Site during any day of a scheduled event.

Inclement Weather. Contractor shall be prepared and will be expected to provide Mobile Program services regardless of weather conditions, unless weather conditions threaten the safety of the public or workers or create a potential for uncontrolled release of Hazardous Wastes (e.g. very strong winds or lightning).

Security Guard. Contractor shall at all times, while Hazardous Waste is at a Mobile Program Site, supervise and secure such Hazardous Waste.

Traffic Control. Contractor is responsible for managing the traffic generated by the collection.

#### Door-to-Door Collection Service

Door-to-Door Collection Service. Contractor shall provide weekly door-to-door collection of Household Hazardous Wastes from residents.

Door-to-Door Collection Service Staffing. Contractor shall provide a minimum of two staff, one of which shall be a chemist, to operate the door-to-door collections at all times.

Packaging of Waste From Door-to-Door Collection. Contractor shall set reasonable minimum standards for packaging of hazardous wastes from Door-to-Door Collection Service in accordance with all applicable laws and regulations.

Door-to-Door Collection Vehicle. Contractor shall provide a vehicle that will be used for door-to-door collection.

Door-to-Door Appointments. Contractor shall provide a toll-free phone number for door-to-door participants to schedule pick-ups.

Historical Clean-outs. Contractor shall provide Historical Clean-outs for CESQGs.

Door-to-Door Service Fees. Contractor may charge \$25 for residential collections.

Operations Plan, Emergency Response Plan and Work Health and Safety Plan. Contractor shall prepare an Operations Plan, Emergency Response Plan and Work Health and Safety Plan for the Door-to-Door Collection Service in accordance with applicable laws and regulations and applicable variance.

Surveying. Contractor shall survey Door-to-Door Collection Service participants.

Record keeping. Contractor shall prepare separate records for the Door-to-Door Collection Service.

#### CESQG

Conditionally Exempt Small Quantity Generators. Contractor shall operate a program for accepting Hazardous Waste from CESQG in accordance with applicable Legal Requirements.

CESQG Fees. Contractor may charge \$25 for CESQG collections.

#### Load Check.

Hazardous Waste Load Check Program. Any materials collected by the Hazardous Waste Load Check Program shall be handled by Contractor at the Household Hazardous Waste Facility. Contractor shall collect Hazardous Wastes from each site, where a Hazardous Waste Load Check Program is being operated, using the Mobile Program or other licensed vehicle at least every ninety (90) days, or more frequently if requested by Agency. This program shall be billed to the Sonoma County Department of Transportation and Public Works (Integrated Waste Division) separately from other billings to the Agency. Contractor shall not be guaranteed any amount of work for the Hazardous Waste Load Check Program.

#### Plans, Security, Safety and Emergency Response.

Daily and Weekly Inspections. Contractor shall perform daily and weekly inspections to ensure that all equipment is functioning appropriately and that all Hazardous Wastes are properly contained.

Emergency Response Plan. Contractor shall provide, for Agency review and approval, a detailed emergency response plan that addresses spills, personnel injuries, fire, and natural disasters.

Disaster Occurrence. Contractor shall provide all labor and materials necessary to properly fasten, restrain, and secure all Hazardous Wastes for the occurrence of a major earthquake, or other natural or unnatural disaster.

Response Time. Contractor shall respond to emergency service requests and Hazardous Waste spills associated with the Program. The Contractor's initial responder must be on site within two hours after initial contact from Agency or an emergency response agency and work with Agency officials on site to evaluate the circumstances involved at the scene. The contractor's initial responder shall be responsible for providing an estimated break-down of required staffing, equipment and completion time.

Emergency 24 Hour Phone Number. Contractor shall provide a 24 hour phone number that can reach an individual knowledgeable in the types of Hazardous Wastes and any specific emergency measures required if the Hazardous Wastes are released into the environment.

Worker Health and Safety Plan. Contractor shall provide a detailed worker health and safety plan for Agency's review and approval.

Operation Plan. Contractor shall provide, for Agency review and approval, a detailed operation plan.

Emergency Contact List. Contractor shall provide Agency with an emergency contact list for all Household Hazardous Waste Facility personnel and appropriate offsite management contacts.

Public Information. Contractor shall cooperate with Agency in promotional and educational efforts.

Agency Responsibilities. Agency shall perform tasks set forth in the Contract.