

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Services
Hazardous Waste Services
RFP No. 19-103**

**Tradebe Environmental Services, LLC
1433 E. 83rd Ave., Suite 200
Merrillville, IN 46410
219-397-3951 x 2435**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Tradebe Environmental Services, LLC, 1433 E. 83rd Ave., Suite 200, Merrillville, IN 46410**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Hazardous Waste Services, RFP No. 19-103

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal, Cost Proposal (Attachment 1)
and Proposer's Letter (Attachment 2)**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in the Cost Proposal (Attachment 1), a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for City Departments shall not exceed \$168,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County agencies shall not exceed \$5,000.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
8. Period of Performance. The initial term of the Contract will begin on September 1, 2019 and continue through June 30, 2020. Following the conclusion of the initial term, the Contract may be renewed upon mutual agreement of the parties for three (3) additional one (1) year renewal terms, with each renewal term beginning on July 1 of the calendar year within which the renewal occurs and continuing through June 30 of the calendar year subsequent to the calendar year within which the renewal occurs.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Attachment 1 - Cost Proposal (2nd Clarification)
 4. Attachment 2 – Proposer's Letter Withdrawing Deviations
 5. Request for Proposal Documents
 6. Bid Attachments A - E
 7. Sales Tax Exemption Form 13

The herein above-mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
 City of Lincoln Signature Page
 Lancaster County Signature Page

Vendor Signature Page

CONTRACT
Hazardous Waste Services
RFP No. 19-103
City of Lincoln/Lancaster County
Tradebe Environmental Services, LLC

EXECUTION BY CONTRACTOR

IF A CORPORATION:

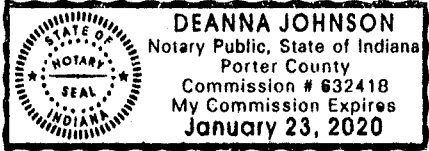
Tradebe Environmental Services, LLC

Attest:

Signature of Deanna Johnson, Secretary/Notary, with Seal

Name of Corporation
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410
Address

By: Signature of Derek Duggan
Duly Authorized Official
VP of Customer Experience
Legal Title of Official



IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: Member

By: Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

**CONTRACT
Hazardous Waste Services
RFP No. 19-103
City of Lincoln/Lancaster County
Tradebe Environmental Services, LLC**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Hazardous Waste Services
RFP No. 19-103
City of Lincoln/Lancaster County
Tradebe Environmental Services, LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

Attachment 1 - Cost Proposal
City of Lincoln and Lancaster County Hazardous Waste Services
RFP 19-103

Important Instructions: Please read this page carefully before completing pricing **PARTS I & II** of the Spreadsheet.

Proposer **must** complete both **Parts I and II** in the Excel spreadsheet. Place the completed document in a sealed envelope within the Request for Proposal (RFP) packaging – but separate from the RFP response submittals. Yellow highlighting denotes it's a price or percentage discount. *All applicable boxes need to be completed in both **PART I & II**. If the box is not large enough to accommodate a response, please attach a separate sheet behind the "Attachment 1 – Cost Proposal" and reference in the respective box to "see attached ____".*

PART I - Lump Sum Price

Pricing for one (1) year of services and supplies. This is the Owner's best estimate available for the Projected Services, Waste types, Quantities and Hazardous Waste Supplies for the initial one (1) year contract term. The "Lump Sum" pricing shall be the basis in determining points awarded for the "Cost" aspect of the scoring criteria.

Proposers must indicate all costs within **Part I** in the field provided so it calculates your "Lump Sum" Cost to perform events, pickup and provide noted supplies for "City of Lincoln and Lancaster County Hazardous Waste Services" for a one (1) year period.

Enter the Unit Price for each of the Line items to calculate the extended amount. The extended amount in the "Total" column of the spreadsheet is set up to add up to a "Lump Sum" Pricing for one (1) year at the bottom of **PART I**. That total shall then automatically create your "Lump Sum" pricing at top of **PART I**. If completing manually, in lieu of in the Excel spreadsheet, then Proposer must clear the "\$0.00" in the total column, so prices will show in all areas. **It is the Proposer's responsibility to double-check unit price indicated, extended amounts and ensure that your intended "Lump Sum" pricing equals the total of the extended amounts in the Line Items and Total Cost (regardless of whether doing automated or printing and writing manually).**

*Note, each of the items outlined in **PART I** should also be included in **PART II** and those prices for the same service/supply/item needs to match.

PART II – Itemized List of Services and Supplies

Provide your pricing for each of the items listed in **PART II**. Pricing provided in **PART II** shall be considered costs that are "Optional", that may or may not be utilized and they will not be an award consideration. The intent of this section is to provide the pricing if a given service is provided and/or various supplies are needed to meet the required service/needs of the Owner. The Owner reserves the right to not utilize individual pricing in **PART II**. Proposer's pricing provided in this section must match the pricing if it was used in **PART I** for same service/supplies.

Note: Prices provided in **PART II** are not intended to total, as they are single line item prices.

PART 1 - Attachment 1 - Cost Proposal for RFP 19-103
City of Lincoln & Lancaster County - Hazardous Waste Services

Contractor Name **Tradebe Environmental Services, LLC**
 Lump Sum Pricing for One (1) Year **\$164,640.37**

Projected Services, Waste Types, Quantities and Hazardous Waste Supplies for One Year

*Note: See Itemized Services & Supplies List below for added detail, Costs indicated in Part I should parallel costs in Part II (See CLIN #s for added detail)

A. Mobile Household Hazardous Waste Collections & Facility Pickups

CLIN #	Type of Mobilization	Quantity	Unit Price		Total	Min charge
101	Mobile HHW collections (List event mobilization cost)	4	\$7,031.00		\$28,124.00	
109	Stop charges for waste pick-ups for agencies, dedicated load only.	4	\$428.00	Box Truck	\$1,712.00	
301	Non-Expedited waste pick-up for City/County agencies (within 30 days)	2	\$428.00		\$856.00	
305	Expedited waste pick-up for City/County agencies (within 7 days)	2	\$528.00		\$1,056.00	

B. Very Small Business Collection Service

105	VSQG collections (List per event mobilization cost)	4	\$1,119.00		\$4,476.00	
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C. Itemized Waste Costs by Waste Type & Container Type

CLIN #	Description	Quantity	Unit	Unit Price	Total	
2000	Sm Camp Stove size cylinders (Propane)	521	per cylinder	\$8.00	\$4,168.00	
2012	Aerosols (Recycle)	12	CYB	\$552.00	\$6,624.00	
2014	Aerosols (incineration)	5	15 gal	\$124.00	\$620.00	
2016	RV Refridgerants	3	per unit	\$275.00	\$825.00	
3000	Bulk Flammable Liquids	32	55 gal	\$110.00	\$3,520.00	
3004	Flammable/Toxic Liquids < 5.3 in size	64	55 gal	\$175.00	\$11,200.00	
3008	Waste engine oil, hydraulic fluid, etc < 5.3 size	1	5 gal	\$51.00	\$51.00	
4003	Pyrophoric solids	6	5 gal	\$212.00	\$1,272.00	Min applied
4004	Other Water Reactive Compounds, NOS	15	5 gal	\$212.00	\$3,180.00	Min applied
4011	Flammable solids, NOS	8	5 gal	\$95.00	\$760.00	
4011	Flammable solids, NOS	79	per lb	\$1.26	\$99.54	
4011	Flammable Solids (adhesives, sealants, catalysts, coatings) slam pack	3	CYB	\$670.00	\$2,010.00	
5002	Bulk Oxidizing, Liquids	3	30 gal	\$330.00	\$990.00	
5002	Bulk Oxidizing, Liquids	2	55 gal	\$410.00	\$820.00	
5005	Organic Peroxides, liquid/solid, slam pack	11	5 gal	\$335.00	\$3,685.00	
6000	Toxic Solids, pesticides, herbicides, insecticides < 5.3 gallons, slam pack	11	CYB	\$590.00	\$6,490.00	
6002	Toxic Liquids, pesticides, herbicides, insecticides < 5.3 gallons, slam pack	16	55 gal	\$412.00	\$6,592.00	
6006	Toxic Liquids, <5.3 gal, subsidiary haz class, slam pack	3	15 gal	\$148.00	\$444.00	
6006	Toxic Liquids, <5.3 gal, subsidiary haz class, slam pack	76	55 gal	\$395.00	\$30,020.00	
6006	Toxic Liquids, <5.3, slam pack, subsidiary hazard classes	6	5 gal	\$105.00	\$630.00	
6007	Toxic solids, <5.3 gal, may be subsidiary haz class, slam pack	3	15 gal	\$148.00	\$444.00	
6008	Poisons, PG 1, PIH materials	6	5 gal	\$210.00	\$1,260.00	
6012	Dioxins, lab pack	3	5 gal	\$670.00	\$2,010.00	

7003	Oil based paint and stains, slam packed	14	CYB	\$725.00	\$10,150.00	
8000a	Labpack/slam pack solids < 5 gallons (Corrosives)	3	30 gal	\$160.00	\$480.00	
8000a	Labpack/slam pack solids < 5 gallons (Corrosives)	27	55 gal	\$201.00	\$5,427.00	
8000b	Labpack/slam pack liquids (Corrosives) Incineration	10	5 gal	\$108.00	\$1,080.00	
8000b	Labpack/slam pack liquids (Corrosives) Incineration	9	15 gal	\$246.00	\$2,214.00	
8000b	Labpack/slam pack liquids (Corrosives) Incineration	3	30 gal	\$360.00	\$1,080.00	
8002	Free Mercury in jars/mfd articles	7	30 gal	\$335.00	\$2,345.00	Min applied
8009	Fluorescent light tubes (high mercury)	15	4 ft box	\$47.00	\$705.00	Min applied
8009	Fluorescent light tubes (high mercury)	9	8 ft box	\$47.00	\$423.00	Min applied
8009	Fluorescent light tubes (high mercury)	1113	per lb	\$1.01	\$1,124.13	
8011	HID lamps	718	per lb	\$2.39	\$1,716.02	
9001	Ballasts	228	per lb	\$2.06	\$469.68	
9304	Bulk, Non-DOT Regulated Liquids (Water-based/EHS)	4	55 gal	\$129.00	\$516.00	Min applied
D. Hazardous Waste Management Supplies						
CLIN #	Item	Quantity	Unit Price	Total		
700	Meter/Yard, Clean Pak or equivalent (holds up to 3,000 lbs) (Pallet)	1	\$97.00	\$97.00		
703	55 gal drum, poly, open top	100	\$55.00	\$5,500.00		
706	55 gal drum, steel, open top	50	\$37.00	\$1,850.00		
707	55 gal drum, steel, closed top	50	\$37.00	\$1,850.00		
709	30 gal, poly, open top	25	\$42.00	\$1,050.00		
713	15 gal, poly pail, open top w/ screw-on lid	25	\$37.00	\$925.00		
714	5 gal, poly pail, open top, w/ screw-on lid	75	\$16.00	\$1,200.00		
719	Vermiculite, (include # of bags) (Pallet)	1	\$500.00	\$500.00		
Total Cost for One Year (Mobilization, Waste, & Supplies)					\$164,640.37	

Part II - Itemized List of Services and Supplies

Mobilization/Stop Charges

101	Mobilization Charge for one (1) four hour HHW event, 6 to 8 staff, plus setup and teardown (include per diem, containers, supplies and transportation to and from site)	Per "Each"	\$ 7031
102	Mobilization Charge for two (2) four to six (4-6) hours HHW/VSQG events over two (2) days (1 event per day) at different location , 3 staff for VSQG Event and 6 to 8 staff for HHW, plus setup and teardown (includes per diem, containers, supplies and transportation to and from site)	Per "Each"	\$ 8900
103	Mobilization Charges for (1) rural event (Friday), box/straight truck w/lift, driver with hazmat CDL and chemist (LCHD assisting with packaging), and one (1) four hour HHW event (Saturday) with 6 to 8 staff, plus setup and teardown (include per diem, containers, supplies and transportation to and from site)	Per "Each"	\$ 7031
104	Mobilization Charges for (2) two VSQG events (Thursday & Friday) with 3 staff and straight truck, and one (1) four hour HHW event (Saturday) 6 to 8 staff, plus setup and teardown (include per diem, containers, supplies and transportation to and from site)	Per "Each"	\$ 8900
105	Mobilization Charges for one (1) four to six (4-6 hour VSQG event (appointment only) not in conjunction with HHW event, three (3) staff, plus setup and teardown (include per diem, containers, supplies and transportation to and from site)	Per "Each"	\$ 1119
106	Mobilization Charge for two (2) four to six (4-6) hours VSQG events over two (2) consecutive days during the week, not in conjunction with HHW event, three (3) staff, plus setup and teardown (include per diem, containers, supplies and transportation to and from site)	Per "Each"	\$ 8900
107	Stop charges for waste pick-ups for agencies or businesses in Lancaster County in conjunction with HHW/VSQG events.	Per "Each"	\$ 428
108	Stop charges for waste pick-ups for agencies or businesses in Lancaster County not in conjunction with HHW/VSQG events. (milk run stops)	Per "Each"	\$ 428

109	Stop charges for waste pick-ups for agencies, dedicated load only.		
A		straight truck	\$ 428
B		semi	\$ 1020
110	Stop charges per stop for homebound households, per house in conjunction with an HHW event(s), straight truck, driver and chemist.	Per "Each"	\$ 52
111	Stop charges per stop for homebound households, not in conjunction with HHW event(s). (milk run)	Per "Each"	\$ 1101
112	Stop charge for supply drop only	Per "Each"	\$ 428

Disaster Reponse

201	Disaster/Emergency Clean-up support for natural disaster (flood, tornado, etc.) Level One, straight truck w/lift and supplies, 2 staff, etc.		
		*Call out/mobilization fee	\$ 1900
		*Per Diem per person	\$ 150
		*Labor per hour/per person	\$ 70
202	Disaster/Emergency Clean-up support for natural disaster (flood, tornado, etc.) Level Two, semi with supplies, 4 staff, etc.		
		*Call out/mobilization fee	\$ 4000
		*Per Diem per person	\$ 150
		*Labor per hour/per person	\$ 70

It will be assumed that the same supply and disposal costs that are associated with the household hazardous waste collection services will prevail for the above services.

Non-Expedited Waste Pick-ups

301	Non-Expedited waste pick-up for city/county agencies within thirty (30) calendar days of request, truck and manifest only. Not associated with HHW/VSQG events.	Per "Each"	\$ 428
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Expedited Waste Pick-ups

304	Expedited waste pick-up for city/county agencies within three (3) calendar days of request, truck and manifest only. Not associated with HHW/VSQG events.	Per "Each"	\$ 628
305	Expedited waste pick-up for city/county agencies within seven (7) calendar days of request, truck and manifest only. Not associated with HHW/VSQG events.	Per "Each"	\$ 528
306	Expedited waste pick-up for city/county agencies within fourteen (14) calendar days of request, truck and manifest only. Not associated with HHW/VSQG events.	Per "Each"	\$ 478

Supplies for City/County Agencies

These line items are only for supplies needed by City/County Agencies and would be requested for delivery during routine milk runs or scheduled events.

All containers must be UN Spec and specify if new or reconditioned

CLIN	Description	Unit	Price
700	Meter/yard, Clean Pak or equivalent, holds up to 3,000 lbs	Each	\$97.00
701	95 gallon salvage drum, overpack, poly	Each	\$181.00
702	85 gallon salvage drum, overpack, steel	Each	\$140.00
703	55 gallon drum, poly, open top	Each	\$55.00
704	55 gallon, drum, poly, closed top	Each	\$52.00
705	55 gallon box & liner	Each	\$37.00
706	55 gallon drum, steel, open top	Each	\$37.00
707	55 gallon drum, steel, closed top	Each	\$37.00
708	30 gallon box, & liner	Each	\$37.00
709	30 gallon, poly, open top	Each	\$42.00
710	30 gallon , poly, closed top	Each	\$42.00
711	30 gallon drum, steel, open top	Each	\$47.00
712	30 gallon drum, steel, closed top	Each	\$47.00
713	12/15 gallon, poly pail, open top, with screw on lid	Each	\$37.00
714	5 gallon, poly, open top, with screw on lid	Each	\$16.00
715	5 gallon, poly, open top, with pound on lid	Each	\$16.00
716	Hi-dry, clay based absorbents, 25 lb bag	Each	\$15.00
717	Hi-dry, clay based absorbents, 40 lb bag	Each	\$21.00
718	Vermiculite, per bag, large size	Each	\$28.00
719	Vermiculite, 1 pallet (include # bags) (20 bags)	Each	\$500.00
720	Pallets, (Yard/Meter box size, 1000 lbs capacity)	Each	\$16.00
721	Pallets, (Yard/Meter box size, 2000 lb capacity)	Each	\$16.00

Services

CLIN	Description	Unit	Price
800	High Hazard Team	Per day	#####
801	Labor for bulking waste per person, per hour	Per Person Per hour	\$55.00

***Line items with Labpack/slampack in the description will only have containers smaller than 5.3 g in the exterior container.

*** Exempt Very Small Quantity Generator (VSQG) column shall be bid in per pounds only.

Disposal Method Key: (I) Incineration, (L) Landfill, (T/L) Treatment/Landfill, (R) Recycling

- (1) Hazardous Waste Service for City and County Agencies/Departments
- (2) Mobile Household Hazardous Waste Collection Event(s)
- (3) Exempt Very Small Quantity Generator Collection Event(s)

Disposal of waste that meets the definition of DOT Hazardous Class 2

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
2000	Small camp stove size cylinders with propane/MAPP Gas	Per cylinder	\$8.00	\$8.00	\$8.00	R	
2002	Lecture bottle size compressed gas cylinder, non-toxic , 4 inches or less in diameter and less than 13 inches	Per cylinder	\$60.00	\$60.00	\$60.00	R	
2003	Lecture bottle size compressed gas cylinder, toxic , 4 inches or less in diameter and less than 13 inches	Per Cylinder	\$438.00	\$407.00	\$438.00	R	
2003 A	Surcharge for CLIN 2003 with toxic zone A materials	Per Cylinder	\$165.00	\$165.00	\$165.00	R	
2004	Freon cylinders, small 4 X24 inches or less	Per Cylinder	\$140.00	\$140.00	\$140.00	R	
2005	Freon cylinders, large 4 X24 inches or more	Per Cylinder	\$228.00	\$228.00	\$228.00	R	
2006	Other corrosive gases, small, 4 X 24 inches or less	Per Cylinder	\$309.00	\$284.00	\$309.00	R	
2007	Other corrosive gases, large, 4 X 24 inches or more	Per Cylinder	\$1,133.00	\$1,005.00	\$1,133.00	R	

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/loa
2008	Other flammable gases, small, 4 X 16 inches or smaller	Per Cylinder	\$114.00	\$114.00	\$114.00	R	
2009	Other flammable gases, large, 4 X 16 inches or larger	Per cylinder	\$382.00	\$335.00	\$382.00	R	
2010	Other non-flammable gases, small, 4 x 16 inches or smaller	Per cylinder	\$60.00	\$60.00	\$60.00	R	
2011	Other non-flammable gases, large, 4 x 16 inches or larger	Per cylinder	\$90.00	\$90.00	\$90.00	R	
2012	Aerosols - (Recycle)	Per Pound	\$0.98	\$0.98	\$1.10	R	
		5 gal pail	\$55.00	\$55.00			
		12/15 gal pail	\$90.00	\$90.00			
		30 gal drum/box	\$115.00	\$115.00			
		55 gal drum/box	\$190.00	\$190.00			
		85/95 gal drum	\$245.00	\$245.00			
		yrd/meter box	\$552.00	\$552.00			
2013	Aerosols (Treatment)	Per Pound	\$1.43	\$1.43	\$1.64	T	
		5 gallon pail	\$98.00	\$98.00			
		12/15 gal pail	\$124.00	\$124.00			
		30 gal drum/box	\$150.00	\$150.00			
		55 gal drum/box	\$191.00	\$191.00			
		85/95 gal drum	\$243.00	\$243.00			
		yrd/meter box	\$567.00	\$567.00			
2014	Aerosols (Inceneration)	Per Pound	\$1.43	\$1.43	\$1.64	I	
		5 gal pail	\$105.00	\$105.00			
		12/15 gal pail	\$124.00	\$124.00			
		30 gal drum/box	\$160.00	\$160.00			
		55 gal drum/box	\$191.00	\$191.00			
		85/95 gal drum	\$243.00	\$243.00			
		yrd/meter box	\$567.00	\$567.00			
2015	Butane lighters/sm torches	Per Pound	\$1.43	\$1.43	\$1.64	I	
		5 gal pail	\$105.00	\$105.00		I	
		12/15 gal pail	\$124.00	\$124.00		I	
2016	RV refrigerators with sodium chromate & ammonia refrigerant	Per unit	\$275.00	\$275.00	\$275.00	R	

Disposal of waste that meets the definition of DOT Hazardous Class 3. This section includes materials that may have subsidiary hazard classes of toxic, corrosive, etc.

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
3000	Bulk Flammable liquids	Per Pound	\$0.35	\$0.35	\$0.56	FB	
		5 gal pail	\$41.00	\$41.00			
		12/15 gal pail	\$41.00	\$41.00			
		30 gal drum	\$72.00	\$72.00			
		30 gal overpack	\$100.00	\$100.00			
		55 gal drum	\$110.00	\$110.00			
		55 gal overpack	\$123.00	\$123.00			
		85/95 gal drum	\$152.00	\$152.00			
3001	Bulk Flammable Liquids/Toxic	Per Pound	\$0.43	\$0.43	\$0.64	I	
		5 gal pail	\$60.00	\$60.00			
		12/15 gal pail	\$120.00	\$120.00			
		30 gal drum	\$156.00	\$156.00			
		30 gal overpack	\$171.00	\$171.00			
		55 gal drum	\$191.00	\$191.00			
		55 gal overpack	\$213.00	\$213.00			
		85/95 gal drum	\$243.00	\$243.00			
3002	Bulk Flammable Liquids/Corrosive	Per Pound	\$0.30	\$0.30	\$0.50	I	
		5 gal pail	\$43.00	\$43.00			
		12/15 gal pail	\$78.00	\$78.00			
		30 gal drum	\$96.00	\$96.00			
		30 gal overpack	\$129.00	\$129.00			
		55 gal drum	\$132.00	\$132.00			
		55 gal overpack	\$148.00	\$148.00			
		85/95 gal drum	\$184.00	\$184.00			

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
3003	Flammable Liquids, containers less than 5.3 gallons	Per Pound	\$0.90	\$0.90	\$1.10	I	
		12/15 gal pail	\$95.00	\$95.00			
		30 gal drum/box	\$165.00	\$165.00			
		55 gal drum/box	\$195.00	\$195.00			
		85/95 gal drum	\$250.00	\$250.00			
3004	Flammable/ Toxic Liquids, containers less than 5.3 gallons	Per Pound	\$0.90	\$0.90	\$1.10	I	
		12/15 gal pail	\$95.00	\$95.00			
		30 gal drum/box	\$150.00	\$150.00			
		55 gal drum/box	\$175.00	\$175.00			
		85/95 gal drum	\$250.00	\$250.00			
3005	Flammable/Corrosive Liquids containers less than 5.3 gallons	Per Pound	\$0.90	\$0.90	\$1.10	I	
		12/15 gal pail	\$109.00	\$109.00			
		30 gal drum/box	\$247.00	\$247.00			
		55 gal drum/box	\$361.00	\$361.00			
		85/95 gal drum	\$412.00	\$412.00			
3006	Bulk, waste gasoline, ethanol blend gas, gas/water mixture, diesel, oil, hydraulic fluids, kerosene, etc.	Per Pound	\$0.35	\$0.35	\$0.56	FB	
		5 gal pail	\$41.00	\$41.00			
		12/15 gal pail	\$41.00	\$41.00			
		30 gal drum/box	\$72.00	\$72.00			
		55 gal drum/box	\$100.00	\$100.00			
		85/95 gal drum	\$100.00	\$100.00			

CLIN	Description	Unit	0.26	0.26	0.46	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
3007	Waste engine oil, hydraulic fluid, lube, oils, etc. and oil/water mixtures, less than 5.3 g in size	Per Pound	\$0.26	\$0.26	\$0.46	R	
		5 gal pail	\$51.00	\$51.00			
		12/15 gal pail	\$113.00	\$113.00			
		30 gal drum/box	\$142.00	\$142.00			
		55 gal drum/box	\$174.00	\$174.00			
		85/95 gal drum	\$225.00	\$225.00			
3008	Waste engine oil, hydraulic fluid, lube, oils, etc. and oil/water mixtures, less than 5.3 g in size	Per Pound	\$0.26	\$0.26	\$0.46	FB	
		5 gal pail	\$51.00	\$51.00			
		12/15 gal pail	\$113.00	\$113.00			
		30 gal drum/box	\$142.00	\$142.00			
		55 gal drum/box	\$174.00	\$174.00			
		85/95 gal drum	\$225.00	\$225.00			
3009	Waste engine oil, hydraulic fluid, lube, oils, etc. and oil/water mixtures, Bulk	Per Pound	\$0.23	\$0.23	\$0.43	R	
		5 gal pail	\$35.00	\$35.00			
		12/15 gal pail	\$65.00	\$65.00			
		30 gal drum/box	\$90.00	\$90.00			
		55 gal drum/box	\$120.00	\$120.00			
		85/95 gal drum	\$165.00	\$165.00			
3010	Waste engine oil, hydraulic fluid, lube, oils, etc. and oil/water mixtures, Bulk	Per Pound	\$0.12	\$0.12	\$0.33	FB	
		5 gal pail	\$30.00	\$30.00			
		12/15 gal pail	\$37.00	\$37.00			
		30 gal drum/box	\$43.00	\$43.00			
		55 gal drum/box	\$48.00	\$48.00			
		85/95 gal drum	\$99.00	\$99.00			

Disposal of waste that meets the definition of DOT Hazardous Class 4.1 ,4.2, and 4.3

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
4000	Sodium Metal, stored under mineral oil or kerosene	Per pound	\$12.36	\$12.36		I	\$258.00
4001	Lithium Metal, stored under mineral oil or kerosene	Per pound	\$12.36	\$12.36		I	\$258.00
4002	Pyrophoric Liquids	Per pound	\$9.15	\$9.15		I	\$212.00
4003	Pyrophoric Solids	Per pound	\$9.15	\$9.15		I	\$212.00
4004	Other Water Reative Compounds, NOS	Per pound	\$9.15	\$9.15		I	\$212.00
4005	Wetted matches	Per pound	\$5.61	\$5.61		I	\$60.00
4006	Road Flares, cut down and shipped under water/wetted	Per pound	\$5.61	\$5.61		I	\$60.00
4007	Spontaneously combustible liquids, slam packed, inner containers less than 5.3 gallons	Per Pound	\$6.06	\$6.06	\$6.26	I	
		5 gal pail	\$275.00	\$275.00		I	
		12/15 gal pail	\$350.00	\$350.00		I	
		30 gal drum/box	\$575.00	\$575.00		I	
		55 gal drum/box	\$680.00	\$680.00		I	
4008	Spontaneously combustible solids, slam packed, inner containers less than 5.3 gallons	Per Pound	\$6.06	\$6.06	\$6.26	I	
		5 gal pail	\$275.00	\$275.00		I	
		12/15 gal pail	\$350.00	\$350.00		I	
		30 gal drum/box	\$575.00	\$575.00		I	
		55 gal drum/box	\$680.00	\$680.00		I	
4009	Spontaneously combustible liquids, Bulk	Per Pound	\$9.27	\$9.27	\$9.48	I	
		5 gal pail	\$335.00	\$335.00		I	
		12/15 gal pail	\$670.00	\$670.00		I	
		30 gal drum/box	\$927.00	\$927.00		I	
		55 gal drum/box	\$1,133.00	\$1,133.00		I	
4010	Spontaneously combustible solids, Bulk	Per Pound	\$9.27	\$9.27	\$9.48	I	
		5 gal pail	\$335.00	\$335.00		I	
		12/15 gal pail	\$670.00	\$670.00		I	
		30 gal drum/box	\$927.00	\$927.00		I	
		55 gal drum/box	\$1,133.00	\$1,133.00		I	

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
4011	Flammable solids N.O.S (adhesives, sealants, catalysts, coatings), slam packed	Per Pound	\$1.26	\$1.26	\$1.46	I	
		5 gal pail	\$95.00	\$95.00		I	
		12/15 gal pail	\$130.00	\$130.00		I	
		30 gal drum/box	\$225.00	\$225.00		I	
		55 gal drum/box	\$325.00	\$325.00		I	
		85/95 gal drum	\$370.00	\$370.00		I	
		yrd/meter box	\$670.00	\$670.00		I	
4012	Flammable materials (adhesives, sealants, catalysts, coatings), Bulk	Per pound	\$1.26	\$1.26	\$1.46	R	
		5 gal pail	\$58.00	\$58.00		R	
		12/15 gal pail	\$79.00	\$79.00		R	
		30 gal drum/box	\$94.00	\$94.00		R	
		55 gal drum/box	\$110.00	\$110.00		R	
		85/95 gal drum	\$155.00	\$155.00		R	
		yrd/meter box	\$275.00	\$275.00		R	

Disposal of waste that meets the definition of DOT Hazardous Class 5 (oxidizers, organic peroxides)

where the primary hazard is DOT Class 5. These may have subsidiary hazards of toxicity, flammability, etc.,

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
5001	Oxidizing solids/liquids, small containers < 5.3 gallon	Per Pound	\$5.15	\$5.15	\$5.15	T/L	
		5 gal pail	\$120.00	\$120.00		T/L	
		12/15 gal pail	\$175.00	\$175.00		T/L	
		30 gal drum/box	\$315.00	\$315.00		T/L	
		55 gal drum/box	\$425.00	\$425.00		T/L	
5002	Bulk Oxidizing, Liquids	Per Pound	\$1.02	\$1.02	\$1.02	T/L	
		5 gal pail	\$120.00	\$120.00		T/L	
		12/15 gal pail	\$175.00	\$175.00		T/L	
		30 gal drum/box	\$330.00	\$330.00		T/L	
		55 gal drum/box	\$410.00	\$410.00		T/L	
5003	Bulk Oxidizing, Solids	Per Pound	\$1.02	\$1.02	\$1.02	T/L	
		5 gal pail	\$120.00	\$120.00		T/L	
		12/15 gal pail	\$175.00	\$175.00		T/L	
		30 gal drum/box	\$330.00	\$330.00		T/L	
		55 gal drum/box	\$410.00	\$410.00		T/L	
5004	Consumer commodity Hypochlorite solutions (Bleach, drain cleaners, etc)	Per Pound	\$5.15	\$5.15	\$5.15	T/L	
		5 gal pail	\$92.00	\$92.00		T/L	
		12/15 gal pail	\$159.00	\$159.00		T/L	
		30 gal drum/box	\$282.00	\$282.00		T/L	
		55 gal drum/box	\$387.00	\$387.00		T/L	

CLIN	Description	Unit	\$14.42	\$14.42	\$14.42	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
5005	Organic Peroxides liquids/solids NOS, < 5.3 gallons No SADT/MSST	Per Pound	\$14.42	\$14.42	\$14.42	T/L	
		5 gal pail	\$335.00	\$335.00		T/L	
		12/15 gal pail	\$472.00	\$472.00		T/L	
		30 gal drum/box	\$716.00	\$716.00		T/L	
		55 gal drum/box	\$876.00	\$876.00		T/L	
5006	Organic Peroxides, Solid NOS, Bulk, No SADT/MSST	Per Pound	\$9.27	\$9.27	\$9.27		
		5 gal pail	\$335.00	\$335.00		I	
		12/15 gal pail	\$670.00	\$670.00		I	
		30 gal drum/box	\$927.00	\$927.00		I	
		55 gal drum/box	\$1,133.00	\$1,133.00		I	
5007	Organic Peroxides, Liquids NOS, Bulk, No SADT/MSST	Per Pound	\$9.27	\$9.27	\$9.27		
		5 gal pail	\$335.00	\$335.00		I	
		12/15 gal pail	\$670.00	\$670.00		I	
		30 gal drum/box	\$927.00	\$927.00		I	
		55 gal drum/box	\$1,133.00	\$1,133.00		I	

Disposal of waste that meets the definition of DOT Hazardous Class 6

CLIN 6000 - 6003; May have subsidiary hazard class

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
6000	Toxic Solids, (pesticides, herbicides, insecticides, etc) < 5.3 gallons	Per Pound	\$1.45	\$1.45	\$1.65	I	
		5 gal pail	\$108.00	\$108.00			
		12/15 gal pail	\$246.00	\$246.00			
		30 gal drum/box	\$360.00	\$360.00			
		55 gal drum/box	\$412.00	\$412.00			
		85/95 gal drum	\$468.00	\$468.00			
		yard/meter box	\$590.00	\$590.00			
6002	Toxic Liquids, (Pesticides, herbicides, insecticides, etc) < 5.3 gallons	Per Pound	\$0.90	\$0.90	\$1.10	I	
		5 gal pail	\$88.00	\$88.00			
		12/15 gal pail	\$150.00	\$150.00			
		30 gal drum/box	\$263.00	\$263.00			
		55 gal drum/box	\$412.00	\$472.00			
		85/95 gal drum	\$464.00	\$524.00			
		yard/meter box	\$678.00	\$678.00			
6003	Toxic Solids, Bulk	Per Pound	\$0.90	\$0.90	\$1.10	I	
		5 gal pail	\$88.00	\$88.00			
		12/15 gal pail	\$150.00	\$150.00			
		30 gal drum/box	\$263.00	\$263.00			
		55 gal drum/box	\$412.00	\$412.00			
		85/95 gal drum	\$464.00	\$464.00			
		yard/meter box	\$678.00	\$678.00			
6004	Toxic Liquids, Bulk	Per Pound	\$0.90	\$0.90	\$1.10	I	
		5 gal pail	\$88.00	\$88.00			
		12/15 gal pail	\$150.00	\$150.00			
		30 gal drum/box	\$263.00	\$263.00			
		55 gal drum/box	\$412.00	\$412.00			
		85/95 gal drum	\$464.00	\$464.00			
		yard/meter box	\$678.00	\$678.00			

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
6005	Bulk toxic solids, (such as PPE, soil, absorbents, debris etc.) contaminated with pesticides, herbicides, or other toxic compounds from hazmat responses, which may be small containers, loose solids in outer container or combination of both. May have subsidiary hazard class	Per Pound	\$0.77	\$0.77	\$0.98		
		5 gal pail	\$51.00	\$51.00		I	
		12/15 gal pail	\$83.00	\$83.00		I	
		30 gal drum/box	\$102.00	\$102.00		I	
		55 gal drum/box	\$129.00	\$129.00		I	
		85/95 gal drum	\$181.00	\$181.00		I	
		yrd/meter box	\$541.00	\$541.00		I	
6006	Toxic liquids, containers < 5.3 gallons, there may be subsidiary hazard classes	Per Pound	\$2.06	\$2.06	\$2.06	I	
		5 gal pail	\$105.00	\$105.00		I	
		12/15 gal pail	\$148.00	\$148.00		I	
		30 gal drum/box	\$263.00	\$263.00		I	
		55 gal drum/box	\$395.00	\$395.00		I	
		85/95 gal drum	\$523.00	\$523.00		I	
		yrd/meter box	\$669.00	\$669.00		I	
6007	Toxic solids, containers < 5.3 gallons, there may be subsidiary hazard classes	Per Pound	\$2.06	\$2.06	\$2.06	I	
		5 gal pail	\$105.00	\$105.00		I	
		12/15 gal pail	\$148.00	\$148.00		I	
		30 gal drum/box	\$263.00	\$263.00		I	
		55 gal drum/box	\$395.00	\$395.00		I	
		85/95 gal drum	\$523.00	\$523.00		I	
		yrd/meter box	\$669.00	\$669.00		I	
6008	Poisons, PG1, PIH Materials	Per Pound	\$10.30	\$10.30	\$10.30	I	\$210.00
6009	Organic Arsenical, slam pack	Per Pound	\$2.06	\$2.06	\$2.06	T/LF	\$85.00
6010	Inorganic Arsenical, slam pack	Per Pound	\$2.06	\$2.06	\$2.06	T/LF	\$85.00
6011	Dioxins, NON RCRA	Per Pound	\$23.69	\$23.69	\$23.69	I	\$670.00
6012	Dioxins, lab pack, RCRA	Per Pound	\$23.69	\$23.69	\$23.69	I	\$670.00

Disposal of Latex and Oil Based Paints and Stains

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
7000	Latex Paint and Stains, Bulk	Per Pound	\$0.20	\$0.20	\$0.40	L	
		per gallon	\$2.02	\$2.02	\$2.02	R	\$101.00
7001	Latex Paint and Stains, slam pack	Per Pound	\$0.44	\$0.44	\$0.65	R	
		5 gal pail	\$63.00	\$63.00			
		12/15 gal pail	\$74.00	\$74.00			
		30 gal drum/box	\$166.00	\$166.00			
		55 g drum/box	\$272.00	\$272.00			
		85/95 gal drum	\$348.00	\$348.00			
		yrd/meter box	\$591.00	\$591.00			
7002	Oil based Paints and Stains, Bulk	Per Pound	\$1.10	\$1.10	\$1.35	FB	
		Per Gallon	\$3.61	\$3.61	\$3.61		
7003	Oil based Paints and Stains, slam pack	Per Pound	\$1.10	\$1.10	\$1.35	FB	
		5 gal pail	\$56.00	\$56.00			
		12/15 gal pail	\$159.00	\$159.00			
		30 gal drum/box	\$200.00	\$200.00			
		55 gal drum/box	\$250.00	\$250.00			
		85/95 gal drum	\$306.00	\$306.00			
		yrd/meter box	\$725.00	\$725.00			

Disposal of waste that meets the definition of DOT Hazardous Class 8; Corrosives where the primary hazard is DOT Class 8, these may have subsidiary hazards.

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
8000a	Labpack/slam pack Liquids/Solids, ≤ 5 gallons (battery acid, etc.)	Per Pound	\$0.92	\$0.92	\$1.12		
		5 gal pail	\$67.00	\$67.00			
		12/15 gal pail	\$124.00	\$124.00			
		30 gal drum/box	\$160.00	\$160.00			
		55 gal drum/box	\$201.00	\$201.00		T/LF	
		85/95 gal drum	\$253.00	\$253.00			
		yard/meter box	\$613.00	\$613.00			
8000b	Labpack/slam pack Liquids/Solids, ≤ 5 gallons (battery acid, etc.)	Per Pound	\$1.45	\$1.45	\$1.65		
		5 gal pail	\$108.00	\$108.00			
		12/15 gal pail	\$246.00	\$246.00			
		30 gal drum/box	\$360.00	\$360.00			
		55 gal drum/box	\$412.00	\$412.00		I	
		85/95 gal drum	\$468.00	\$468.00			
		yard/meter box	\$590.00	\$590.00			
8001	Bulk Liquids/Solids	Per Pound	\$0.26	\$0.26	\$0.46		
		5 gal pail	\$48.00	\$48.00			
		12/15 gal pail	\$60.00	\$60.00			
		30 gal drum/box	\$72.00	\$72.00			
		55 gal drum/box	\$90.00	\$90.00		T/LF	
		85/95 gal drum	\$142.00	\$142.00			
		yard/meter box	\$541.00	\$541.00			

Disposal of Mercury - Specify Management Method

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
8002	Free Mercury in jar/mfd articles	Per Pound	\$5.15	\$5.15	\$5.15	R	\$335.00
8003	Inorganic Mercury compounds	Per Pound	\$5.15	\$5.15	\$5.15	T/F	\$284.00
8004	Organic Mercury compounds	Per Pound	\$5.15	\$5.15	\$5.15	T/F	\$284.00
8005	Solids with mercury above TCLP but below 260 ppm	Per Pound	\$5.15	\$5.15	\$5.15	T/F	\$284.00
8006	Solids with mercury above 260 ppm	Per Pound	\$5.15	\$5.15	\$5.15	T/F	\$284.00
8007	Liquids with mercury above TCLP but below 260 ppm	Per Pound	\$5.15	\$5.15	\$5.15	T/F	\$284.00
8008	Liquids with mercury above 260 ppm	Per Pound	\$5.15	\$5.15	\$5.15	T/F	\$284.00
8009	Fluorescent Light Tubes	Per Pound	\$1.01	\$1.01	\$1.22	R	\$47.00
8010	Household compact style Fluorescent, tubes, Circular U-shaped	Per Pound	\$1.01	\$1.01	\$1.22	R	\$47.00
8011	HID Lamps	Per Pound	\$2.39	\$2.39	\$2.60	R	\$47.00
8012	COD Vials	Per Pound	\$5.15	\$5.15	\$5.15	R	\$335.00
8013	Mercury Cyanide, Class 6.1	Per Pound	\$5.15	\$5.15	\$5.15	R	\$335.00

Disposal of PCB's - Specify Waste Management Method

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
9001	Ballasts	Per Pound	\$2.06	\$2.06	\$2.06	R	\$129.00
9002	Capacitors	Per Pound	\$2.06	\$2.06	\$2.06	T/F	\$129.00
9003	Oil w/ PCBs, > 500 ppm	Per Pound	\$2.83	\$2.83	\$2.83	I	\$979.00
9004	Oil w/PCBs, 50 - 500 ppm	Per Pound	\$2.83	\$2.83	\$2.83	I	\$773.00
9005	Oil w/ PCBS, < 50 ppm	Per Pound	\$2.83	\$2.83	\$2.83	I	\$567.00
9006	Soil, solids and other debris with PCBs, > 500 ppm	Per Pound	\$2.83	\$2.83	\$2.83	I	\$979.00
9007	Soil, solids and other debris with PCBs, 50 - 500 ppm	Per Pound	\$2.83	\$2.83	\$2.83	I	\$773.00
9008	Solids and other debris with PCBs, <50 ppm	Per Pound	\$2.83	\$2.83	\$2.83	T/F	\$567.00

Disposal of Asbestos - Specify Management Method

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
9101	Asbestos, Large Items, shrink wrapped	Per pound	\$2.01	\$2.01	\$2.01	L	\$258.00
9102	Asbestos containing materials, tile siding, etc.	Per pound	\$2.01	\$2.01	\$2.01	L	\$258.00
9103	Flamable liquids/solids with asbestos	Per pound	\$5.00	\$5.00	\$5.00	L	

Disposal of Haz Waste/Environmentally Hazardous Substance, Class 9 - Specify Management Method

where the primary hazard is DOT Class 9, these may have subsidiary hazards.

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival. Enter Percentage Discount:

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQC Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQC)		
9200	Labpacked/slampacked, Liquids/Solids	Per pound	\$0.90	\$0.90	\$1.10	T/F	\$78.00		
9201	Bulk Liquids, Class 9 (EHS, HWL)	Per Pound	\$0.30	\$0.30	\$0.50	T/F			
		5 gallon pail	\$56.00	\$56.00		T/F			
		12/15 gal pail	\$67.00	\$67.00		T/F			
		30 g drum/box	\$79.00	\$79.00		T/F			
		55 g drum/box	\$101.00	\$101.00		T/F			
		85/95 g drum	\$157.00	\$157.00		T/F			
		yrd./meter box	\$540.00	\$540.00		T/F			
			Per Pound	\$0.30	\$0.30	\$0.50	T/F		
9203	Bulk Solids, Class 9 (EHS, HWS)	5 gallon pail	\$56.00	\$56.00		T/F			
		12/15 gal pail	\$67.00	\$67.00		T/F			
		30 g drum/box	\$79.00	\$79.00		T/F			
		55 g drum/box	\$101.00	\$101.00		T/F			
		85/95 g drum	\$157.00	\$157.00		T/F			
		yrd./meter box	\$540.00	\$540.00		T/F			
		9204	Batteries, Nickel Cadmium	Per Pound	\$1.90	\$1.90	\$		
				5 gal pail	\$52.00	\$52.00		R	
12/15 gal pail	\$81.00			\$81.00					
9205	Batteries, Magnesium	Per Pound	\$4.58	\$4.58	\$				
		5 gal pail	\$52.00	\$52.00		R			
		12/15 gal pail	\$81.00	\$81.00					
9206	Batteries, Lithium	Per Pound	\$6.60	\$6.60	\$				
		5 gal pail	\$52.00	\$52.00		R			
		12/15 gal pail	\$81.00	\$81.00					
9207	Batteries, Alkline	Per Pound	\$1.31	\$1.31	\$				
		5 gal pail	\$52.00	\$52.00		R			
		12/15 gal pail	\$81.00	\$81.00					
9208	Batteries, Mercury	Per Pound	\$4.58	\$4.58	\$				
		5 gal pail	\$52.00	\$52.00		R			
		12/15 gal pail	\$81.00	\$81.00					

Disposal of Spill Response Waste - Specify Management Method

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:

0%

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
9300	Solid material, PPE absorbents, booms, pads, pillows, debris, soil, gravel, sand, etc. contaminated w/vehicle fluids and fuels	Per Pound	\$0.95	\$0.95	\$1.20	L	
		5 gallon pail	\$59.00	\$59.00			
		12/15 gal pail	\$105.00	\$105.00			
		30 g drum/box	\$246.00	\$246.00			
		55 g drum/box	\$402.00	\$402.00			
		85/95 g drum	\$458.00	\$458.00			
		yrd./meter box	\$1,426.00	\$1,426.00			
9301	Neutralization agents, Bulk, after application to corrosives	Per pound	\$0.20	\$0.20	\$0.40	L	\$56.00
9302	Labpacked/slampacked Non-DOT regulated liquid/solid waste	Per pound	\$0.42	\$0.42	\$0.63	I	\$191.00
9303	Labpacked/slampacked Non-DOT regulated liquid/solid waste	Per pound	\$0.26	\$0.26	\$0.46	L	\$165.00
9304	Bulk, Non-DOT Regulated liquids (Water-based/EHS)	Per pound	\$0.87	\$0.87	\$0.98	I	\$129.00



Tradebe Environmental Services, LLC
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410
Toll Free: (800) 388-7242

May 14, 2019

City of Lincoln | Lancaster County Purchasing
Suzanne Ideus, Assistant Purchasing Agent
440 S. 8th Street, Ste. 200
Lincoln, NE 68508

RE: Hazardous Waste Services RFP 19-103

Dear Ms. Ideus:

Tradebe Environmental Services, LLC (Tradebe) is withdrawing the deviations identified in our proposal and accepts the terms and conditions identified in the original RFP identified above issued by the City of Lincoln.

Let me know if you require any additional information or clarifications. I can be contacted at the below email address or my direct office telephone number below.

Sincerely,



David Holmgreen
Director of Contracts and Outsourcing
Phone: (219) 354-2435
Fax: (219) 769-6019
Email: david.holmgreen@tradebe.com

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Suzanne Ideus Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	SMIdeus@lincoln.ne.gov	Contact	Suzanne Ideus Asst. Purchasing Agent	Contact
Phone	(402) 441-7414			
Fax	(402) 441-6513			
Bid Number	RFP 19-103	Department		Department
Title	City of Lincoln and Lancaster County Hazardous Waste Services	Building	Suite 200	Building
		Floor/Room		Floor/Room
Bid Type	RFP	Telephone	(402) 441-7414	Telephone
Issue Date	4/19/2019 05:33 PM (CT)	Fax	(402) 441-6513	Fax
Close Date	5/10/2019 12:00:00 PM (CT)	Email	SMIdeus@lincoln.ne.gov	Email

Supplier Information

Company	Tradebe Environmental Services, LLC
Address	1433 E. 83rd Ave. Suite 200 Merrillville, IN 46410
Contact	David Holmgreen
Department	
Building	
Floor/Room	
Telephone	(219) 397-3951 x2435
Fax	(219) 769-6019
Email	usa.bids@tradebe.com
Submitted	5/8/2019 02:08:47 PM (CT)
Total	\$162,596.02

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature David Holmgreen

Email Usa.bids@tradebe.com

Supplier Notes

Bid Notes

Proposers must submit both the written hard copies and respond in Ebid on or before the Close Date and Time as stated herein.

NOTE: PROPOSERS ARE TO SUBMIT QUESTIONS IN ACCORDANCE WITH THE INSTRUCTIONS OUTLINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendors lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	Yes
2	Request for Proposal (RFP)	I acknowledge reading, understanding and agree to the "Request for Proposal" document content and requirements.	Yes
3	Attachment 1 - Cost Proposal	I have completed the "Attachment 1 - Cost Proposal" (Excel Document) and placed the correct number of copies in a separate sealed envelope within the RFP box/package.	Yes
4	Attachment A - Hazardous Waste Handling Instructions	I acknowledge reading, understanding and agree to "Attachment A - Hazardous Waste Handling Instructions".	Yes
5	Attachment B - 2018 Household Hazardous Waste Services Brochure	I acknowledge reading and understanding "Attachment B - 2018 Household Hazardous Waste Services Brochure".	Yes
6	Attachment C – Items and Tasks Provided by Owner	I acknowledge reading and understanding "Attachment C Items and Tasks Provided by Owner".	Yes
7	Attachment D - Waste Shipment Documentation Pack Example	I acknowledge reading and understanding "Attachment D - Waste Shipment Documentation Pack Example".	Yes
8	Attachment E - Pollution Liability	I acknowledge reading, understanding and agree to provide the Pollution Liability coverage as outlined in "Attachment E - Pollution Liability Coverage"	Yes

9	Insurance Requirements and Endorsements	<p>Consultant agrees to provide insurance coverage for each checked box on the Insurance Clause document in the RFP including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p> <p>*Note: Proposer to also view "Attachment E" for Pollution Liability coverage that required in addition to the coverages outlined in the Insurance clause contained in the Request for Proposal (RFP).</p>	Yes
10	Sample Contract	I acknowledge reading, understanding and agree to the sample Contract.	Yes
11	Recycling of Corrugated Cardboard	<p>I acknowledge that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018.</p> <p>Vendors are encouraged to utilize recycling sites located throughout the city of Lincoln to dispose of corrugated cardboard.</p>	Yes
12	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
13	Project Manager	Please indicate the name(s) and contact information of the Project Manager(s) that would be servicing this Contract.	Nolan Kappelman
14	Administrative Contact	Please indicate the name(s) and contact information of the Administrative Staff that would be servicing this Contract.	David Holmgreen
15	Proposal Submission	<p>I have delivered/mailed the Request for Proposal (RFP) written responses (tabbed submittals Cost Proposal) to the address and attention of the agent listed in the RFP.</p> <p>Our physical copies for the RFP response includes all of the components as described below:</p> <p>One (1) Original (marked as "Original")</p> <p>Five(5) identical copies (each marked as "Copy")</p> <p>One (1) USB Drive that includes content that is identical to the hard copy RFP responses</p> <p>Note: All copies (original, copies and USB electronic file are to contain the same information)</p>	Yes
16	Contact	Name of person submitting this bid:	Evan Upright
17	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 19-103 "City of Lincoln and Lancaster County Hazardous Waste Services" is available. Please prepare your written response and return your proposals as instructed in the RFP document according to the information. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions regarding how to submit, please call 402-441-8103.	\$162,596.02

Item Notes: Proposers must submit the written hard copy response copies and Ebid on or before the closing date and time displayed in Ebid.

Supplier Notes: Please refer to cost proposal for unit pricing, included as a separate attachment.

Response Total: \$162,596.02

Tradebe Technical Proposal



City of Lincoln and Lancaster County Hazardous Waste Services, Hazardous Waste Services

RFP No. 19-103

Due: Wednesday, May 10, 2019 12:00PM CST

Submitted By



Tradebe Environmental Services, LLC
1433 E.83rd Ave., Ste. 200
Merrillville, IN 46410
Toll Free: (800) 388-7242
Fax: (219) 769-6019
Email: usa.bids@Tradebe.com
URL: www.Tradebeusa.com

Persons of Contact

Project Manager
Nolan Kappelman
Phone (203) 231-5272
Email: Nolan.kappelman@Tradebe.com

Senior Proposal Manager
Evan Upright
Phone: (219) 354-2421
Email: evan.upright@Tradebe.com



EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under Section I., **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include copies in all hard copy responses (Include one in the Original and each of the hard copy Proposal responses) along with a copy in the USB Drive. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the "ESSENTIAL QUALIFICATIONS AND EXPERIENCE" requirements as outlined. I declare that our company, Tradebe Environmental Services, LLC meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

David Holmgren was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section IV., **B. 2. for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.

David Holmgren

Authorized Company Representative

5/1/2019

Date



LETTER OF INTEREST

May 8, 2019

City of Lincoln | Lancaster County Purchasing
Suzanne Ideus, Assistant Purchasing Agent
440 S. 8th Street, Ste. 200
Lincoln, NE 68508

RE: Hazardous Waste Services RFP 19-103

Dear Ms. Ideus:

Tradebe Environmental Services, LLC (Tradebe) is pleased to submit this proposal to provide Household Hazardous Waste Collection, Recycling, and Disposal for the City of Lincoln and Lancaster County.

Tradebe understands that the successful Contractor will provide qualified personnel, supplies, and equipment to provide for the transportation and disposal of hazardous waste, training and other support for the City and County.

Tradebe has been in the waste industry for over thirty (30) years and has ample experience, knowledge, abilities, and resources to perform all the services defined in the solicitation in full compliance with all federal, state, and local laws and regulations. Tradebe has over 800 employees within the United States.

Tradebe feels it is the best-positioned environmental services company that can provide the City and County with the most responsible, compliant, cost-effective, and environmentally friendly waste management services. Our devotion to customer service and our commitment to maintaining the highest ethical and professional standards make us stand out from our competitors.

Nolan Kappelman will be the project manager assigned to the City of Lincoln and Lancaster County. His phone number is (203) 231-5272 and his Email: Nolan.kappelman@Tradebe.com.

David Holmgreen is the administrative contact for this contract. His contact information is below.

Proposed Deviations, Modifications, Additional or Other Changes are listed below. Tradebe is willing to negotiate any of the below listed deviations, modifications or changes with Lancaster County:

Addition: On the RFP, pg. 14(J) 3rd paragraph add NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE OBLIGATION TO INDEMNIFY SHALL NOT EXTEND TO CLAIMS FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

Revision: pg. 39 of RFP, section 6, revise as follows:

Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or



Tradebe Environmental Services, LLC
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410
Toll Free: (800) 388-7242

resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, ~~regardless of whether or not~~ except to the extent such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE OBLIGATION TO INDEMNIFY SHALL NOT EXTEND TO CLAIMS FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

We look forward to building a close relationship based on the safe and successful management of your waste.

Sincerely,

David Holmgreen
Director of Contracts and Outsourcing
Phone: (219) 354-2435
Fax: (219) 769-6019
Email: david.holmgreen@tradebe.com

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TAB 1. EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS

COMPANY BACKGROUND

Tradebe Environmental Services, LLC (Tradebe) is a privately held and diversified waste management company that has been engaged in the collection, treatment, recycling, and disposal of hazardous and non-hazardous waste for over 30 years.

Tradebe currently owns and operates 8 RCRA permitted Part B treatment, storage, and disposal facilities. Tradebe also has 12 ten day transfer facilities which are staffed with highly trained, experienced, and degreed Chemists who can provide lab pack and high hazard services. Tradebe also maintains a fleet of fully permitted waste hauling vehicles operating out of both our TSDf and transfer locations for your transportation needs.

Tradebe's compliance with State, Federal, and Environmental regulations is a critical component of our operation. From providing high quality services to our customers, to protecting the health and safety of our employees and our surrounding communities, Tradebe is committed to maintaining high ethical, professional, and environmental standards.

Tradebe collects, transfers, and processes waste generated by customers from a variety of industries, including chemical, petrochemical, paint and coatings, printing, plastics, and pharmaceutical industries and educational institutions. Our current customers include Fortune 500 companies, small quantity generators, State, Federal, and local governmental bodies, universities, hospitals, and research centers.

Tradebe's Technical and Field Services groups offer a variety of waste management services, including full scale Household Hazardous Waste (HHW) Collection; turn-key lab packing services by degreed chemist; unknown identification; Stabilization and Chemical Fixation; High Hazardous Chemical Management (i.e. explosives stabilization, compressed gas cylinder processing); Emergency Response, Tank and Industrial Cleaning; Vacuum Services; Transportation; and RCRA/DOT training.

Tradebe main sales, customer service, administrative, and corporate functions are managed from our headquarters in Merrillville, Indiana. All of our facilities, including our satellite offices, are connected through a computer network and state of the art inventory management system. Customer information, profiles, and shipping documents are entered into a safe and secure computer system to generate Tradebe's operating records. Tradebe provides streamlined communications for customer service, companywide online waste tracking, and waste management operations. We have developed specific programs to meet the needs of our customers, and continue the growth of our operations. These programs also support the administrative and regulatory conditions needed to accommodate a changing and ever more demanding regulated industry.

SUMMARY OF PROPOSER’S EXPERIENCE

For the past 25 years of our over 30 year history, Tradebe has provided on-site waste management services to our customers. Tradebe’s Technical Field Services Department offers a variety of waste management services, including full scale HHW collection; turn-key lab packing services by degreed chemist and well-trained staff; unknown identification; Stabilization and Chemical Fixation; High Hazardous Chemical Management (i.e. explosives stabilization, compressed gas cylinder processing); Transportation; and RCRA/DOT training.

Tradebe is one of the largest on-site providers of community based HHW collection programs in the nation. The depth of the trained staff at Tradebe allows us to manage multiple collection sites in a given weekend. In addition to managing HHW programs, Tradebe is also one of the largest processors of household collection waste.

Tradebe has performed hundreds of single-day HHW events with tremendous success. A key to our success is our thorough research prior to each event. Tradebe evaluates the participant area demographics, the number of prior events, prior event results, and the types of materials being accepted and then calculates the appropriate number of personnel to meet the needs of those collection events.

Please see the listing below by state of the HHW contracts Tradebe currently services or has serviced.

<p>Alabama -Mobile County -City of Decatur Arkansas -Benton County Connecticut -City of Bridgeport -City of Barkhamsted -City of Manchester Illinois -Will County -McLean County -Mount Prospect -Town of Northfield Indiana - Lake County SWM District - Porter County SWM District - LaPorte County SWM District - NE Indiana SWM District (permanent) -NW Indiana SWM District - Fulton County - Wabash County (permanent) - Miami County (permanent) - Howard County - St Joseph County - Elkhart County Iowa - City of Iowa City (permanent) - Blackhawk County</p>	<p>Georgia -City of Dunwoody -City of Savannah -City of College Park Kansas -City of Salina -Sedgwick County Kentucky - Adair County -City of Murray -Jessamine County -Toyota Georgetown Louisiana -City of Lafayette Maine -Town of York Massachusetts -City of Stoughton -City of Mansfield Michigan - Jackson County - City of Flint - Washtenaw County Missouri - City of Rolla and St Roberts - Missouri Region D - City of Branson/Taney County - City of Joplin -City of Lebanon - East Central Missouri SWM</p>	<p>New Hampshire -Pittsfield, NH -City of Concord -City of Manchester -Town of Exeter -Town of Raymond -Town of Dover New York -City of Cohoes North Carolina -Cumberland County Oklahoma -City of Ardmore -City of Tulsa Ohio -City of Fairlawn -Greene County -CCH Solid Waste District South Carolina - Hilton Head Island - Richland County - North Augusta Vermont -Bennington Virginia - Fauquier County - Scott County - Rappahannock County</p>
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<ul style="list-style-type: none"> - Bremer County -Buchanan County -Floyd Mitchel Chickasaw counties -City of Spencer -Dubuque IA -Northwest Iowa Solid Waste District <p>Florida</p> <ul style="list-style-type: none"> - City of Jacksonville - St Johns County - Leon County 	<p>District</p> <ul style="list-style-type: none"> -NW MO Regional Council of Government <p>Mississippi</p> <ul style="list-style-type: none"> - Rankin County - Desoto County -City of South Haven -City of Jackson <p>Nebraska</p> <ul style="list-style-type: none"> -City of Lincoln/Lancaster County 	<p>Wisconsin</p> <ul style="list-style-type: none"> - Brown County (permanent site) - Outagamie County - LaCrosse County
--	---	--

REFERENCES

City of Salina, Kansas

PO Box 736
 Salina, KS 67402-0736
Contact: Chris Slubowski
Phone: (785) 309-5725
Email: chris.slubowski@salina.org
Contract Amount: \$22,000/YR
Approximate Amount of Material Collected: 15,000 lbs./YR
Contract with Tradebe Since: May 1st 2018

Scope of Services: Tradebe-Kansas City mobilizes a Technical Field Services Team, consisting of two Field Chemists, to identify, test, package, manifest, and ship hazardous and non-hazardous waste from the City's HHW collection facility. Tradebe was/is the prime contractor for this project.

McPherson Area Solid Waste Utility

1431 17th Ave.
 McPherson, KS 67460
Contact: Mike Tabor
Phone: 620-629-0270
Email: mtabor@maswu.org
Contract Amount: \$63,000/YR
Approximate Amount of Material Collected: 66,000 lbs./YR
Contract with Tradebe since:

Scope of Services: Tradebe-Kansas City mobilizes a Technical Field Services Team, consisting of two Field Chemists, to identify, test, package, manifest, and ship hazardous and non-hazardous waste from the City's permanent HHW collection facility approximately once a month. Tradebe was/is the prime contractor for this project.

Ecology Action Center (McLean County, IL)

202 W. College Avenue
 Normal, IL 61761
Contact: Mr. Michael Brown
Phone: 309-454-3169
Email: mbrown@ecologyactioncenter.org



Contract Amount: \$121,314.30

Approximate Amount of Material Collected: 112,000 lbs.

Contract with Tradebe since: Single collection event completed in September of 2017

Scope of Services: Tradebe managed a collection event with participation from approximately 2,000 household residents of McClean County for the residents of McClean County, Illinois in the Fall of 2015 and 2017. Tradebe provided all set up, traffic control, labor, transportation, and disposal for the County event. Tradebe transported waste to our treatment, storage, and disposal facility immediately after clean up, leaving the collection site in the same condition as before the event. Tradebe was/is the prime contractor for this project.

Elkhart County Solid Waste Management District

500 North Nappanee, Suite 10B
Elkhart, IN 46514

Contact: Mr. Timothy Neese

Phone: (574) 293-2269

Email: Tneese@aol.com

Contract Amount: \$180,000

Contract Period: 01/01/2010 – 12/31/2014

Approximate Amount of Material Collected: Approx. 200,000 lbs

Contract with Tradebe since: 01/01/2010

Scope of Services: Tradebe manages year round monthly collections for the residents of Elkhart County, Indiana. Tradebe provides all set up, traffic control, labor, transportation, and disposal for the County. In previous years, the County has stored waste on site after collections, but ever since Tradebe has taken over the contract, the County has been pleased with Tradebe's ability to package, load, and transport all waste off site within 2 hours of the event's ending time. Tradebe transports waste to our treatment, storage, and disposal facility immediately after clean up, leaving the collection site in the same condition as before the event, eliminating the County's liability of having waste stored on County grounds for periods of time. Tradebe was/is the prime contractor for this project.

Lake County Solid Waste Management District

2405 Calumet Ave.
Hammond, IN 46320

Contact: Jeanette Romano

Phone: 219-769-3820

Email: jromano@lcswmd.com

Contract Amount: \$192,000/YR

Contract Period: Since 2017

Approximate Amount of Material Collected: 227,000 lbs./YR

Contract with Tradebe since: 2017

Scope of Services: Lake County Solid Waste Management District conducts multiple collections during the year, from March through mid-November. The collection period is five hours and requires two (2) Field Chemists and several Field Technicians. Tradebe bulks oil, and solvents onsite. County staff assists Tradebe with traffic control, site set-up, and the unloading of vehicles. Tradebe tests unknowns, packages, labels, loads, transports and processes the collected material in accordance with all federal, state, and local laws and regulations. Tradebe was/is the prime contractor for this project.



LETTERS OF REFERENCE

Illinois Department of Agriculture

August 1, 2018

To whom it may concern:

I currently serve as the Bureau Chief of Environmental Programs at the Illinois Department of Agriculture. One of my responsibilities in that position is the coordination of the Department's unwanted agricultural pesticide collection and disposal program. In that program, the Department also contracts with an appropriate hazardous waste disposal firm and schedules, once a year, a single day collection for eligible participants in a 10 to 12 county area. To deliver the program, the Department partners with a centrally located agrichemical facility for the use of their containment structure to serve as the host of the collection event. Participants pre-register their proposed disposal products with the Department who screens them for participation and the final approved products listing is shared with the disposal contractor. Participants are assigned a specific appointment date and time at the agrichemical facility site for material drop-off where the disposal contractor collects, transports, and appropriately disposes of the collected materials. Certificates of Destruction are provided by the disposal contractor to the Department which then forwards final payment to the contractor for the collection and disposal services.

For the Department's 2017 collection event, Tradebe Environmental Services, LLC (Tradebe) served as the Department's contract hazardous waste disposal firm. Tradebe was easy to work with, timely in their responses to all inquiries, and met or exceeded all requirements of the project contract.

If you have any questions or comments, please feel free to contact us at your convenience.

Sincerely,

Doug Owens

Bureau Chief, Environmental Programs

Illinois Department of Agriculture

Doug.Owens@illinois.gov

217/785-2850



TRADEBE™

City of Rolla, MO

Tradebe Environmental Services, LLC
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410
Toll Free: (800) 388-7242



Environmental Services Dept.
P.O. Box 979
Rolla, Missouri 65402
573-364-6693 phone
573-364-3648 fax
www.rollacity.org/recycle

November 22, 2017

To Whom It May Concern,

For approximately twelve years, the City of Rolla, Missouri has hosted a satellite household hazardous waste (HHW) collection facility. This program serves a seven county region and helps to remove toxic/hazardous materials from the residential waste stream. For the past several years, Tradebe Environmental Services has been contracted to provide recycling and disposal services to this facility. As the representative for the City of Rolla, I can say that we have been satisfied with the service provided by Tradebe and we hope to continue working with them in the future. For anyone considering establishing a HHW facility, I can confidently recommend the services provided by Tradebe. Anyone with questions regarding our experience can feel free to contact me at the number listed in the letterhead of this document.

Best Regards,

Brady Wilson, Director
Environmental Services Dept.
City of Rolla



Tradebe Environmental Services, LLC
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410
Toll Free: (800) 388-7242

Lake County Indiana Solid Waste Management District



Lake County Solid Waste Management District
2405 Calumet Avenue
Hammond, Indiana 46320
219-853-2420

November 17, 2017

To Whom It May Concern;

The Lake County Solid Waste Management District (DISTRICT) has contracted with Tradebe Treatment & Recycling, LLC since beginning the Household Hazardous Waste (HHW) program in 1994. Tradebe has consistently provided the most cost-effective pricing in their responses to our request for proposals.

The Tradebe staff is dedicated, professional and easy to work with. Their customer service is superior. Tradebe has consistently demonstrated, even in bad weather conditions, that they are prepared to safely collect and transport all material and equipment off-site at the end of a collection event.

The District's program is successful because of the partnership with Tradebe. I would strongly recommend Tradebe Treatment & Recycling, LLC. Please contact me if you should have any questions about our experience with Tradebe.

Best regards,


Jeanette Romano
Executive Director

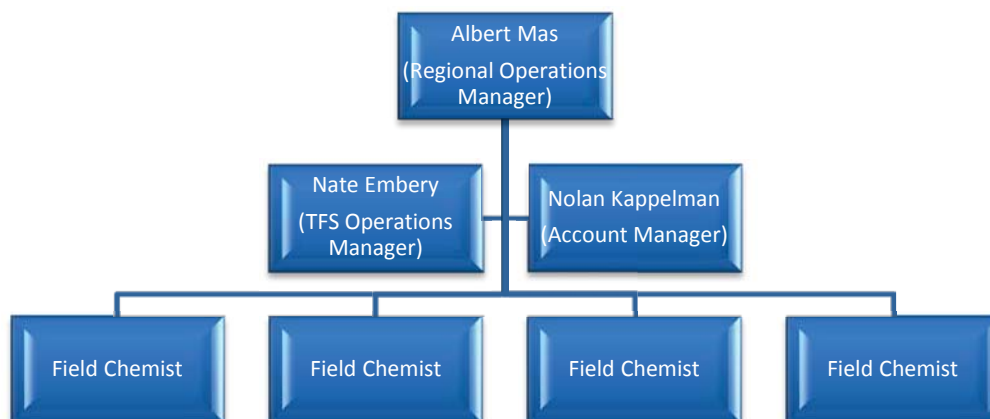
SUMMARY OF PROPOSER’S PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS

Tradebe will continue to service this contract primarily out of our Kansas City, KS service center. Nate Embery (19 years of industry experience) will continue to operate as the project manager with Nolan Kappelman (10 years of industry experience) continuing to operate as the account manager/technical service specialist. The Kansas City 10 day facility is fully equipped with degreed and experienced chemists as well as the necessary equipment to continue servicing this contract. In addition, Tradebe’s Urbandale, IA 10 facility will be able to provide immediate backup resources if they are ever required.

All waste collected from the services covered under this contract will be routed to Tradebe’s primary TSDF in East Chicago, IN. This TSDF’s treatment capabilities include but are not limited to:

- a. Solvent Recycling of liquids
- b. Solvent Recycling of Solids
- c. Fuel Blending of Liquids
- d. Waste-to-Energy for Solids & Liquids
- e. Recycling of Universal Waste/Cylinders
- f. Thermal Treatment
- g. Stabilization/Solidification

Organization Chart



Operations Manager
 Phone: (913) 371-0745
 Email: nate.embery@tradebe.com

Responsibilities include, but are not limited to:

Serve as primary contact for the County for scheduling pickups and Project Manager during pickups. Address any of City’s questions, concerns, or suggestions related to the operations of the event.

Account Manager
 Phone: (203) 231-5272
 Email: nolan.kappelman@tradebe.com



Responsibilities include, but are not limited to:

Serve as a secondary contact for the County, and assist Tradebe's Operations Manager with scheduling, and addresses any questions, concerns, or suggestions.

RESUMES INCLUDED IN TAB 4

Staff Training

Tradebe's in house training staff maintains files on each employee and can provide the training certificate upon request. Tradebe staff will have copies of their training certificates locally as well. The table below depicts the minimum training required by job title for any employee to work onsite under the contract:

Training	Project Manager	Field Chemist
Bachelor's Degree (chemistry or related)	X	X
40-hour OSHA HAZWOPER	X	X
8-hour OSHA Refresher Course	X	X
49 CFR Subpart H	X	X
HAZCAT (Unknown Testing)	X	X
First Aid/CPR	X	X
Lab Pack Training	X	X
TSD Facility Acceptance Criteria	X	X
Class B CDL	X	X
High Hazard Chemical Training	X	X

Other Additional Training/Training Information:

Tradebe maintains that the responsibility for a safe operation rests with all of its employees. Specific training is given to all responsible on-site supervisory personnel and the individuals handling, storing, and treating wastes. Off-site personnel participate in training programs to meet the requirements of 29 CFR 1910.120. Site design, operational procedures, and planning affect the operations; therefore, individuals involved in these functions must be aware of the criteria for a safe and efficient operation. Emergency response training is conducted in accordance with 29 CFR 1910.120 and the Contingency Plan for each facility. This means that each employee, with a specific duty established in the Contingency Plan, will be fully trained as to the specifics of the duty or action required. This training includes drills or simulated emergency situations to provide practice for personnel and to determine the adequacy and effectiveness of the Contingency Plan. Training for personnel also encompasses RCRA and DOT training. Each level of personnel is trained to meet or exceed federal, state, and company requirements.

Tradebe provides all of its Technical Field Service employees, which includes the Reactive Division, with a 40-hour initial HAZWOPER training course in accordance with OSHA 29 CFR 1910.120(e), prior to their assignment to a work area. The training is provided "in-house" by a Tradebe Certified Environmental Trainer. The personnel must also pass a DOT and OSHA/HAZWOPER physical examination and receive certification to wear a respirator, prior to working with hazardous materials. All personnel receive an annual physical as a part of Tradebe's medical monitoring program.

Tradebe's training program for Hazardous Materials Transportation personnel includes HM-126F Training, which addresses general awareness, function specific, and safety training in accordance with DOT 49 CFR



172.704. Transportation personnel, at a minimum, are also provided 24-hour TSD facility HAZWOPER training in accordance with OSHA 29 CFR 1910.120(p).

All 40-hour and 24-hour trained personnel also receive an eight-hour annual refresher training course. Refresher courses consist of relevant topics, including, but not limited to: Contingency Planning and Emergency Response, Decontamination, Waste Characterization, Hazardous Materials Handling, a Review of Current Federal Regulations, and Container Management. All Field Chemists have obtained their Class B Commercial Driver's License (CDL) with Hazmat and Airbrake Endorsements. In addition, the following courses are included in their training:

- ✓ Hazardous Communication Training in accordance with 29 CFR 1910
- ✓ Respiratory Protection and Personal Protective Equipment Training in accordance with 29 CFR 1910, Subpart 1 and 2
- ✓ First Aid/CPR by the American Red Cross
- ✓ Injury and Illness Prevention Program Training
- ✓ Procedures for the proper Handling and Transportation of Hazardous Material Training, in accordance with DOT HM-181, HM-215, and HM126F
- ✓ CGA Transportation of Gases AV-6
- ✓ Forklift Training
- ✓ Sampling and Unknown Testing (HAZCAT)

Prior to working in the field, Tradebe's Technical Field Service personnel must attend a 16-hour course for the Hazardous Waste Management for Lab Pack Operations. This course covers the following topics:

- | | |
|--|-----------------------------|
| ✓ Regulation Overview (RCRA/CERCLA) | ✓ Waste Identification |
| ✓ Selecting a DOT Shipping Description | ✓ DOT Hazard Class Review |
| ✓ DOT & EPA Labeling/Marking/Placarding | ✓ POPS Packaging Standards |
| ✓ Manifesting & Land Disposal Restrictions | ✓ Hazardous Materials Table |

The personnel must attend a 4-hour Reactive Chemical Recognition course. This course tests the employees on Tradebe's Handling Requirements for Reactive and Explosive Chemicals. This course covers the following topics:

- | | |
|-----------------------------------|-----------------------|
| ✓ Temperature Sensitive Chemicals | ✓ Pyrophoric Material |
| ✓ Compressed Gas Cylinders | ✓ Picric Acid |
| ✓ Commercial Explosives | ✓ Ethyl Ether |

The personnel must also attend a Certified Chemist Training course (8-hour), which tests the staff on the Reactive Chemical Shipping Requirements. Topics covered include:

- | | |
|--|------------------------------|
| ✓ Organic Peroxide Packaging Guidelines | ✓ Multi-nitrated Materials |
| ✓ Tradebe cylinder shipping requirements | ✓ Tradebe Picric Acid Policy |
| ✓ DOT Transportation of cylinders | ✓ Class 4 Oxidizers |
| ✓ Compressed Gas Association | ✓ Azide Materials |
| ✓ Peroxide Forming Materials | ✓ Perchloric Acid |



County Departments/Agency Waste Collections – As Needed

Tradebe understands and is fully capable of continuing to provide the county's departments and agencies with scheduled and emergency service requests. Our experienced staff and multiple regionally located service centers as well as our network of owned TSDF's will ensure immediate response and optimal sustainability and/or cost efficiency. As the incumbent, Tradebe is very familiar with the service requirements of the individual agencies and will be able to continue to provide the scheduled collections upon award.

Mobile HHW Events – 3 to 6 per Year

Tradebe will furnish all the labor, packing, transportation and disposal needs required by Lincoln – Lancaster under the requirements and Scope of Work requested in the RFP. Tradebe's trained chemists and lab pack technicians will be present during the HHW collection day to fulfill all of the segregating and packing duties. Tradebe's Account Manager will work with Lincoln – Lancaster personnel to develop final plans for this event. As requested in the RFP, for regulatory purposes, Tradebe will assume generator status for the collected HHW and will be responsible for waste from the time of collection until said waste is properly disposed of at our facility. Tradebe already has the necessary permits and licenses to fulfill this purpose. Tradebe will work with Lincoln – Lancaster to compile an agreed upon HHW schedule. On the Saturday HHW events, Tradebe will secure and remove all material by the end of the day.

Tradebe understands that the Municipality will provide the following services for the HHW collection event:

- Security for the site;
- Control of traffic;
- Screening of participants;
- Stand-by fire, medical, and hazmat emergency crews;
- Comfort facilities and beverages for all on-site workers;
- Non-hazardous site clean-up, which shall include a roll off for disposal.
- Advertising for the event

SCREENING, RECEIVING & OFF-LOADING PARTICIPANTS

Tradebe will work to safely and efficiently unload the participants' vehicles in a friendly and professional manner. Tradebe's on-site personnel will have a clear understanding of hazardous chemicals and will be able to answer questions from residents.

As the vehicle pulls into the unloading lane, the participant will be asked to put their car in the park position and remain in the vehicle. The unloader(s) will inspect the load for any leaking containers or unacceptable material and notify the customer if any are found. If any potentially dangerous items (i.e. explosive, radioactive, and bio hazardous) are discovered, a chemist will be called over to inspect the material and determine the best course of action.

The unloader(s) will then carefully remove all acceptable material and place it on a plastic cart. If a waste item is determined to be too heavy or large in size for the unloading cart, the unloader(s) will request that a drum cart or forklift be used to transport the waste item to the appropriate workstation. The chemist will segregate and help pack waste that is collected. Any lab pack material (items requiring special attention) will be packed by a qualified chemist.



Tradebe will ask that the participant identify any unlabeled material found in the vehicle. This information will immediately be written on the container with a permanent marker. If it cannot be identified, the material will be taken to the screening area for analysis.

ON-SITE BULKING

Tradebe will be able to bulk on-site used oils, antifreeze, and flammable liquids into 55 gallon drums. A bulking station will be set up away from the receiving area where cars will be coming through. The bulking stations will be setup on spill pads and will be grounded in order to avoid any static electricity sparks from generating. A spill response kit containing a shovel and Oil-Dry will be on hand in case of any accidental spill. Based on our experience at hundreds of HHW events, bulking of oil-based paint in cans and latex paint in cans is counterproductive and not an efficient use of labor resources due to the non-pourable nature of most oil-based paint and latex paint in cans which are typically brought to HHW events. Flammable material bulked up will be fuels blended. Other bulked items will be recycled.

WASTE IDENTIFICATION/ PACKAGING

The collection site will be divided into several areas. A segregation station will be set up with tables covered with plastic. Empty waste containers will be arranged a few feet behind the segregation tables. Tradebe's fully trained field chemist will manage this workstation. Tradebe's chemists will examine the labels of the individual containers to determine the list of chemical constituents and their concentrations. From this information, the chemist will be able to determine the proper hazard class and packaging protocol for the waste item. If the chemist requires additional information, the waste item will be further analyzed through Tradebe's unknown testing procedures. Absorbent materials, such as oil dry, spill pads, and cotton rags will also be present on-site, in case of a spill. Most of the items received at the segregation table will be lab packed or loose packed.

All waste material that is unloaded at the segregation table will be placed in UN-rated/DOT approved containers. The field chemists will then pack the waste items according to Tradebe's Lab Pack Guidelines, which are based on DOT and EPA regulations. In some cases, Tradebe's guidelines are more stringent than DOT or EPA's regulations for packaging waste material. Once the drum is closed, the chemists will add the appropriate labels for shipment to Tradebe. These labels and markings include:

- Non-Regulated Waste Label
- DOT hazard class, as required
- Drum inventory sheet, if lab pack drum
- Tradebe waste stream number or lab pack number

All material collected and approved by Tradebe will be packaged and removed from the designated site by the end of the scheduled day.

VSQG Collections – 2 to 4 per Year

Tradebe personnel and supplies will mobilize to the scheduled HHW area on the Friday before the event. Once the VSQG schedule is confirmed, Tradebe will send a Chemist team and DOT hauling vehicle to each location to segregate, pack, invoice the client and then load and remove the material from the location. The manifested drums will then be brought back to the scheduled HHW location and transferred, truck to truck, to a 48 foot tractor trailer. City/County Department and Agency pickups will be done in conjunction with scheduled collections.

Homebound Services – 4 to 10 per Year

Upon receipt of the pickup schedule Tradebe personnel will perform a milk run to each location to collect the material from these locations. The material will be brought back to the HHW scheduled location and offloaded and combined with the Saturday collection material. This material will not be segregated, packed and manifested separately as is the VSQG material. City/County Department and Agency pickups will be done in conjunction with scheduled collections.

ENVIRONMENTALLY FRIENDLY WASTE MANAGEMENT METHODS

Tradebe 's strategy to reduce carbon footprint and fossil fuel use¹:
 Protecting the earth through sound waste management has been the focal point of our business since 1986. Every step we take, every innovation we pioneer, every resource we recycle reduces greenhouse gases and lowers carbon footprints for our customers nationwide. Tradebe's strategy to reduce carbon footprint and fossil fuel use includes:

- **Solid Distillation System (SDS)** – This recycling process is an alternative to incineration. It recycles organic compounds and metal. It generates less CO2 emissions than incineration.
- **Recycling of solvents** – This saves raw materials, use of crude oil to manufacture solvents and reduces CO2 emissions from the manufacturing process
- **Fuel blending** – When organics or solvents cannot be recycled or processed through SDS, they are blended into a fuel substitute that is used by cement kilns, replacing fossil fuels

Tradebe preferred methods for waste management is in the favored order of recycling/reuse, treatment, incineration and lastly landfill. Tradebe is committed to disposing of waste materials accordingly whenever possible. Tradebe strives to make waste management cost-effective while at the same time matching the client's desire for the safe and responsible management of their waste.



Tradebe strives to collect, process, recycle, reclaim, treat, or dispose of hazardous and non-hazardous wastes in the most responsible manner possible while protecting both human health and the environment. Tradebe's preferred waste management method is using the Solid Distillation System (SDS). High BTU, solid hazardous waste may be recycled through SDS or shipped off-site to waste to energy facilities.

¹ Carbon footprint is the overall amount of carbon dioxide and other greenhouse gas emissions associated with a product, along its supply-chain and sometimes including use and end-of-life recovery and disposal. Causes of these emissions are, for example, electricity production in power plants, heating with fossil fuels, transport operations and other industrial and agricultural processes. (Source: EU, European Platform on Life Cycle Assessment)

Tradebe continues to diversify by expanding its capabilities and processes to meet the waste management needs of its customer base.

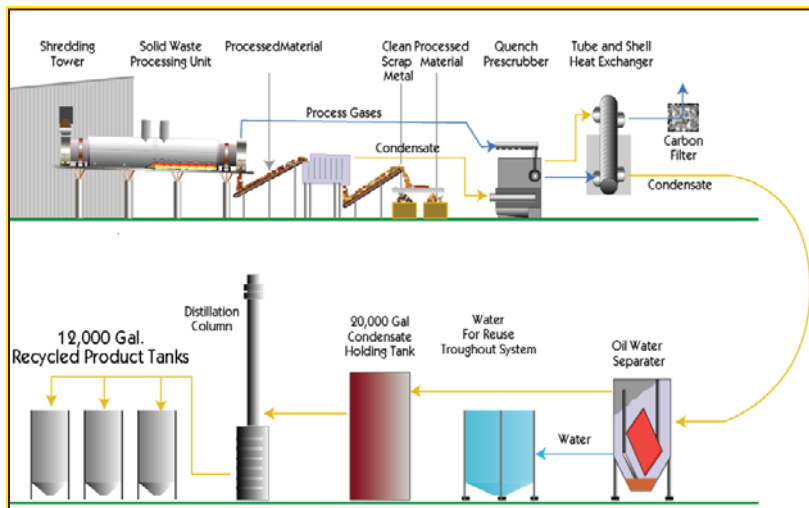
Solid Distillation System (SDS)

In July of 2004, Tradebe added a new capability to its range of services called SDS or Solid Distillation System. Before the SDS, the materials processed through Tradebe’s facilities had to be sent off-site for final recycling or disposal. Now, SDS allows Tradebe to process and recycle waste materials on-site. The process is unique because unlike other thermal processes the material never contacts the heat source. It is baked rather than burned and the baking drives off volatile and semi-volatile organics that are reclaimed and recycled. Indiana Department of Environmental Management (IDEM) has designated the SDS as a recycling process. Therefore, all materials it processes receive a Certificate of Recycling. SDS is a positive step forward in waste recycling technology from Tradebe that offers customers an effective and cost-efficient method for recycling organic solid waste that might otherwise be incinerated or land-filled.

Our Solid Distillation System is self-contained, indirectly-heated, rotating processing chamber that uses an anaerobic atmosphere to remove volatile and semi-volatile organic compounds from solid waste. SDS eliminates oxidation and the formation of hazardous compounds. In addition to the environmentally friendly nature of the process, the SDS system offers many other advantages over typical direct-flame systems.

In the spring of 2015 Tradebe advanced our capabilities in solvent recycling commissioning the new SDS2 processing unit. The new unit also located in East Chicago has approximately twice the capacity of the original SDS unit. Both units are currently operational and will be operated concurrently. The SDS units will annually process 36,000+ tons of hazardous waste, reclaiming 7,000+ tons of scrap metal and producing 2.75 MM+ gallons of reusable solvents.

Wastes suitable for the SDS units include: Paints, Resins, Polymers, Solvent-soaked Rags, paint filters and other organic solvent containing debris.



The SDS offers many advantages over the typical direct-flame systems:

- SDS can effectively process any solid waste containing organic compounds.
- SDS helps generators meet Environmental Management Systems objectives.
- SDS prevents pollution while promoting recycling and reuse.
- SDS helps customers meet USEPA’s RCRA Conservation Challenge.
- SDS eliminates the release of hazardous constituents into the atmosphere.

- SDS conserves energy and materials while keeping waste out of the environment.

Battery Recycling

Tradebe collects, segregates, and transports Lead Acid, Nickel Cadmium, Alkaline, Mercury, and other various batteries to our audited and approved battery recycling facilities for metals reclamation.

Antifreeze Recycling

Tradebe has audited and approved facilities for the reclamation of spent ethylene based and other glycol based Antifreeze.

Non-Regulated Oil

Tradebe has audited and approved various recycling facilities for the recovery of non-regulated oil.

Fluorescent Bulb Recycling

Tradebe has audited and approved various facilities for the recycling of fluorescent lamps. The lamps are crushed, sieved, and processed through distillation to recapture the mercury. The remaining glass and metals are recycled.

Chemical Reuse

Tradebe's Chemical Reuse program is an important way industry can keep costs in line by using remanufactured, non-virgin chemicals. This environmentally sound process puts used chemicals back to work and keeps them out of the environment. Tradebe Treatment and Recycling, LLC redirects chemicals into an industrial reuse program. This removes the material from RCRA waste reporting and management, and minimizes the energy and resources spent on creating new chemicals for industrial applications.

Fractional Distillation

Fractional distillation is used to separate mixtures of miscible liquids, such as ethanol and water. The technical aspects of the fractional distillation process allow mixtures to be returned to their original states with a very high degree of purity.

We can receive mixed solvents for separation in virtually any size container. Processing is carried out in our custom designed fractional distillation system. Our technology can achieve purities up to 99.9%. With Tradebe's Fractional Distillation, leftover or unwanted byproducts can be used in our fuel blending program while finished products can be returned to industry for reuse. Fractional distillation is a precisely controlled process and another way the Tradebe team actively conserves resources by reclaiming spent solvents. In our system, liquid is raised to boiling and vapors pass through a tubular column where temperatures are gradually lowered along its length. Components (fractions) with a higher boiling point condense on the column and return to the solution. Fractions with a lower boiling point pass through the column and are collected. Gasoline, kerosene and naphtha are fractions separated from crude oil using fractional distillation.

Solvent Recovery Distillation

Tradebe's second distillation option is a Solvent Recovery Distillation Unit. This unit has a wiper blade and can handle high solid (<20%) viscous feedstock. This technology can reclaim approximately 40,000 gallons of solvent per month. The Solvent Recovery Distillation Unit is used for smaller batches of solvents received by Tradebe to remove solids and color from the solvent.

In order to create a reusable product, our Distillation Technicians can run the distilled product through our Molecular Sieve, if necessary, to create a solvent with low water content, and high market value.

Thin Film Evaporation

Tradebe's vacuum-assisted Thin Film Evaporator, a wiped film evaporator, is a process that separates volatile from less volatile components using indirect heat transfer and mechanical agitation. This technology

removes solids and color from the solvent waste stream, and is differentiated from our Solvent Recovery Distillation Unit because the Thin Film, rated at 250 gallons per hour capacity, can handle higher volumes of solvent material. In order to create a reusable product, our Distillation Technicians can run the Thin Film product through our Molecular Sieve, if necessary, to create a solvent with low water content, and high market value.

Fuel Blending

As a premier disposal facility, Tradebe has the ability to take materials that are traditionally incinerated and process them into fuels, affording our customers the economic benefits from this reclassification of waste. The Tradebe East Chicago IN and Millington TN facilities have blending and bulking operations creating an alternate fuel product burned in cement kilns for energy recovery. Drummed hazardous waste organic liquid and sludge steams with energy value are bulked together into agitated tanks at both plants through a vacuum system to meet specifications set by the energy recovery kiln. The alternate fuel generated by this process is used to offset the burning of fossil fuels.

Waste to Energy Thermal Treatment

Some of our processed waste products are sent for Waste-to-Energy thermal treatment to Norlite Corporation, our subsidiary located in Cohoes, NY. All cement kilns serviced by Tradebe meet the Maximum Achievable Control Technology (MACT) combustion standards. The combustion of organic hazardous wastes at high temperatures in cement kilns is the Best Demonstrated Available Technology (BDAT) for treating high BTU hazardous wastes.

Tradebe's Subsidiary, Norlite Corporation, operates two high-temperature rotary kilns that use recycled fuels and other recoverable products to produce a lightweight aggregate that is used in bridges, buildings, specialized fill, and growing media for green roofs. Norlite achieves 99.9995% destruction removal efficiency on the most difficult to incinerate organic materials. Processes are in place at Norlite to ensure the integrity of the waste storage tanks and kiln system. Operating conditions are constantly monitored to ensure that fuel is burned completely. In addition, emissions are carefully monitored, controlled and treated to prevent air pollution. Norlite sets the standard found in the new hazardous waste combustor MACT regulations for lightweight aggregate kilns. Visit the Norlite website for more information at <http://www.norliteagg.com/>.

Thermal Treatment

Waste that is highly toxic or reactive and cannot be safely managed by any other treatment method is sent for incineration. Thermal destruction involves the use of high temperature to break down toxins and sterilize waste. Examples of waste that may go for incineration include:

- Poison inhalation hazards
- Strong toxics that are unable to be treated such as Strychnine
- Flammable solids that cannot be fueled (non D003 Metal Powders)
- Spontaneously combustible material (Sodium Dithionite)
- Reactive materials carrying a D003 (e.g. Wetted Picric Acid)
- Dangerous when wet materials (alkali metals and alkali earth metals, e.g. Potassium)

Waste Water Treatment

Tradebe employs state-of-the-art technologies that cost-effectively remove metals, organic compounds and other contaminants from water. These specialized processes require a high level of expertise and constant monitoring to ensure the quality of our effluent. Tradebe can handle any wastewater need:

- Industrial Process Wastewater
- Oil/Water Separator Waste & Sludge
- Food Processing Waste
- Petroleum Contaminated Waste
- Petroleum Contact Water



- Textile Runoff
- Chemical Wastes
- Remediation Waste
- Other Waste Liquids

Our network of regional collection and processing facilities allows Tradebe to fully support all of your wastewater removal needs. We will work with you to develop a comprehensive wastewater management plan that includes regularly scheduled pickups (based on volume), proper handling and assistance with paperwork to meet government regulations.

Stabilization

Characteristic hazardous wastes that carry the D001 (for oxidizing wastes only), D002, D004-D011 codes and do not contain underlying hazardous constituents with concentrations above the universal treatment standards and those which are also exempt from sub part CC regulations (<500 ppm voc) are acceptable materials for Tradebe's chemical stabilization process. Typical waste include heavy metal compounds, acids and acid sludge's, electrical/electronic waste, inorganic chemical and petrochemical waste, incinerator, boiler and industrial furnace residues, multi-source leachates, general debris and inorganic waste containing <30% oil and grease.

The basic stabilization operation immobilizes the leachable metals by combining the waste with stabilization agents such as lime or cement kiln dust. The process produces non-hazardous cement like material. These chemical bonding agents form a solid structure around the waste that binds the contaminated material into a solid, non-leachable mass. Acid and caustic wastes are neutralized and oxidizers will be reduced.

The equipment and supplies provided by Tradebe will meet the requirements of all federal, state, and local codes and regulations.

Tradebe Online Waste Tracking System and Reporting

Tradebe provides a dedicated customer service representative to each contract it has in order to ensure the best quality of service as well as a thorough knowledge of the contract specifications. We provide a quick turnaround on all documents we generate and we offer our customers the possibility to have access to key information and documents through our automated tracking system.

Tradebe currently assigns each container that has been analyzed and accepted by Tradebe with a bar code number and label identifying the waste type, generator, waste analysis and method of treatment/disposal. Using this bar code inventory tracking system, every container is tracked through the entire storage/treatment process to the final disposal off-site.

Available to our waste disposal customers is our Tradebe "Customer Portal". The "Customer Portal" allows our customers to Log In to the system with their own User Name and Password and select from a variety of options. Tradebe clients can select the Inbound Waste Status Report and fill in their Manifest Number. The client will then receive the attached report, which provides them with the date the shipment was received at Tradebe, the list of hazardous waste codes, the unique drum number, the internal Tradebe process code, the date the drum was processed at Tradebe, and the location it was processed to (i.e. Tradebe or 3rd party disposal facility).

In addition, the client can select the Drum History icon and receive information on the date the drum was received at Tradebe, the location of the drum at either the Tradebe-Millington or Tradebe-East Chicago



plant, the area and row the drum is located on-site at Tradebe, and where the drum was processed to (i.e. Tradebe's Fuel Blending system, the Solid Distillation System, or off-site to 3rd party disposal facility).

Other features include, but are not limited to, the ability to:

- ✓ View Approved Tradebe Waste Profile Forms
- ✓ Complete Blank Tradebe Waste Profile Forms and Email to Tradebe's Approvals Manager
- ✓ View Copies of Waste Manifests Received at Tradebe
- ✓ Print Labels and Waste Manifests for Upcoming Shipments
- ✓ Print Biennial and other Waste Reports
- ✓ Ability to track drum ID; size/type of drum; open/close/shipping dates; profile of waste stream; and shipping name/information for each drum.
- ✓ Ability to submit waste profiles (which include profile name, process of generation, shipping name/information and approval/ recertification dates for bulk waste streams.
- ✓ Ability to track the following details for each container: item ID, chemical name, accumulation start and end dates, EPA codes, storage code, quantity (lbs), size of container (gal); type of container; physical state; generator ID; location ID; campus unit; notes; and disposal costs.

Tradebe's Energetics Program allows us to provide our customers with a safe and cost-effective option for handling and disposing of highly hazardous chemicals and compressed gas cylinders. Tradebe's chemists have extensive training and are experienced in the identification, handling, removal, and disposal of these hard to handle and dangerous items.

Cylinder Processing Facility

Tradebe's Energetic Program offers compressed gas cylinder identification and disposal services. Tradebe's East Chicago TSDF can process many types of reactive and flammable cylinders. Tradebe's cylinder processing unit operates a liquid cooled chemical reactor with multiple scrubbing filter systems to process material in house. Materials are treated by neutralization, recovery for reuse, and reaction with reagents to produce inert materials. Tradebe's trained staff also has the ability to identify cylinders with no visible markings or labels ensuring the transportation and disposal of each item is completed following regulations from the Department of Transportation and the Environmental Protection Agency.

Cylinder Building Main Components:

- **Reactor:** cylinders downloaded into Reactors' Solvents
- **Venturi Scrubber:** Inorganic scrubber system that has a snorkel hooked directly to it to capture any fugitive vapors
- **Wet Scrubber:** Inorganic scrubber system that capture Reactors' vapors
- **Carbon Scrubber:** Organic scrubber system that contains activated carbon to capture all organic vapors.

Cylinder Onsite Services

At Tradebe, we have a highly qualified staff with the experience, technology and know-how to safely manage every aspect of cylinder transportation, treatment and decommissioning.

Your Turnkey Gas Cylinder Solution

- On-line project tracking
- Low, per cylinder disposal cost
- Customer site identification and removal
- Nitrogen purge empty cylinders
- Scrap cylinder metal recovery and recycling



Tradebe offers the industry's safest, most cost effective on-site gas cylinder management service. Our experienced team handles thousands of cylinders each year from a wide variety of generators.

We are uniquely qualified to handle your compressed gas cylinders because our technology is among the best available, especially for unidentified or unmarked cylinders, cylinders with inoperable valves, or damaged cylinders requiring containment vessels. Through our extensive knowledge of Compressed Gas Association (CGA) standards and markings we have safely identified and removed thousands of unknown or unmarked cylinders. State-of-the-art analytical technology allows Tradebe to handle a wide range of gases and cylinder types quickly and efficiently with the highest level of safety.

Here are just a few of the many gas types we manage, on-site on a daily basis.

- **Ammonia • Carbon Dioxide • Chlorine • Ether**
- **Pesticides • Sulfur Dioxide • Fire Extinguishers**
- **Butadiene • Calibration Gases**
- **Hydrogen Chloride**

Tradebe can provide cylinder over packing services for cylinders containing hazardous gases that demand containment due to potential leaks, gases in cylinders not meeting DOT shipment requirements, or deteriorated cylinder conditions. Tradebe has cylinder over packs located at several of our facilities allowing quick response to the over packing of deteriorated cylinders.

Tradebe On-Site Stabilization Overview

Tradebe's Energetics Program allows us to provide our customers with a safe and cost-effective option for handling and disposing of highly hazardous chemicals and compressed gas cylinders. Tradebe initiated our program in 1998 and has successfully stabilized thousands of items without incident since the program inception. Tradebe's chemists have extensive training and are experienced in the identification, handling, removal, and disposal of these hard to handle and dangerous chemicals.

Tradebe's mobile units, with remote opening capabilities, can safely open containers of Self-Reactive, Shock Sensitive, and Temperature Controlled chemicals. Many relatively common chemicals, such as Ethers, Dioxanes, and Tetrahydrofuran can form peroxides and become extremely shock sensitive when stored improperly or for excessive periods of time.

Our trained chemists utilize precise engineering controls to conduct all remote openings to ensure the safety of personnel and public alike. A site safety plan is created for each individual project and reviewed with all Tradebe personnel and customer staff involved before any work begins. Remote opening and stabilization procedures for each highly hazardous chemical will also be reviewed with the customer and step-by-step instructions will be communicated throughout.

Tradebe's Energetic Program also offers compressed gas cylinder identification and disposal services. Tradebe has the ability to process potentially reactive cylinders as well as cylinders with inoperable or missing valves. Tradebe's trained staff also has the ability to identify cylinders with no visible markings or labels ensuring the transportation and disposal of each item is completed following regulations from the Department of Transportation and the Environmental Protection Agency. Tradebe can provide cylinder over packing services for cylinders containing hazardous gases that demand containment due to potential leaks or deteriorated cylinder conditions.

From the handling and disposal of a single item to the safe removal of large quantities of gas cylinders requiring special handling, Tradebe's Energetics Team has the equipment and experience necessary to do the job right.

Handling Unidentified Material

Tradebe will ask that the participant identify any unlabeled material found in the vehicle. This information will immediately be written on the container with a permanent marker. If it cannot be identified, the material will be taken to the screening area for analysis. The chemists are trained and will perform testing of unidentified material if needed during the normal removal.

Testing of unidentified material consists of performing basic HazCat testing for radiation, Ph, Oxidation, Cyanide, Sulfide, Water Reactivity, Air Reactivity, Ignitibility etc. Based on final results from HazCat performed, the chemists will determine/ identify the actual constituent and ship accordingly. No further lab tests are required for unidentified materials. If we are unable to identify the material onsite then we cannot ship the material. In this case sample needs to be taken and mailed to certified lab. No unknown or unidentified material can be shipped without knowing their identity.

After completion of the HHW event, Tradebe's equipment will be removed. No Tradebe equipment or waste material will remain overnight.

Records Preparation

Manifests are created utilizing laptop computers, with an online program and portable printers. Labels are created using this same system. The load is manifested by an on-site Chemist, who will be responsible for tracking the waste containers generated. The waste gets safely and securely loaded onto a transport vehicle and hauled to Tradebe's facility in East Chicago, Indiana where the waste will be processed for final disposal. No waste will be left onsite once the chemists have completed packing. The chemists are trained and will perform unknown testing if needed during the normal removal.

Material not Accepted

Tradebe is **NOT** permitted to haul or accept:

- Bio hazardous Waste
- Explosive
- Radioactives
- DEA regulated drugs

However, Tradebe will be happy to assist Lincoln Lancaster County in arranging appropriate transportation and disposal outlets for these materials if needed. Items will be quoted separately on an as needed basis. Quotes must be approved and signed by the generator and material profiled and approved to its ultimate TSDf before it is manifested and shipped off site.

TAB 3. PROJECT SCHEDULE

As identified in Tab 2, Tradebe fully understands the environment and service requirements listed in the RFP. Tradebe has been, and will continue to be, able to provide the level of service expected by the County. Tradebe's Kansas City, KS 10 day service center provides T&D waste pickups, mobile HHW collections, cylinder management and high hazard stabilization services for many customers in Midwest region (Refer to Tab 1).

TAB 4. APPENDIX

A. RESUMES OF PROPOSED STAFF

NAME: Nolan Kappelman

TITLE: Technical Services Specialist

EDUCATION: Bachelor of General Studies, Environmental Studies, University of Kansas

PROFESSIONAL DEVELOPMENT

- RCRA and DOT Certification, 9/2017
- HAZWOPER 8 hour – 10/2017
- OSHA 8 Hour

EXPERIENCE:

TRADEBE ENVIRONMENTAL SERVICES, Kansas City

Technical Services Specialist, September 2017- Current

- Identified, segregated, packaged, and shipped hazardous waste in accordance with RCRA/DOT regulatory standards
- Completed all necessary shipping documentation (i.e. waste manifest, LDR, Drum Inventory Form, etc.)
- Transported waste containers off-site to designated receiving facilities
- Assisted generators with the completion of Waste Profile forms for new waste streams
- Serve as Site Supervisor at household hazardous waste collections.
- Performed drum sampling at receiving facility to ensure compliance before disposal

JOHNSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT

Co-Onsite Manager Hazardous Waste Disposal, May 2014- May 2016

- Co-onsite manager of the Johnson County Household Hazardous Waste Facility in charge of receiving, sorting, packing, shipping, recycling, and disposing of hazardous waste from the largest county by population in the state. Adhered to standards under Code of Federal Regulations title 40.
- Managed three summer staff with a high level of independence. Constant customer, client, vendor, and community interaction.
- Trained in emergency spill response concerning hazardous waste for the general public of Johnson County. Participated in spill response periodically during tenure.
- Created new reuse options to reduce hazardous waste disposal costs and support community organizations. Improved safety and efficiency of operations with a sustainability oriented agenda. During my tenure, I oversaw dramatic improvements. Our facility doubled the amount of products recycled and reduced the amount of waste sent to the landfill by 30%.

LARSEN & ASSOCIATES, INC.

Environmental Specialist, May 2014 – December 2011

- Contracted with local state government regulators to monitor groundwater pollution from leaking underground storage tanks. Adapted to the needs of the company by learning five different positions (geothermal system designer, draftsman, environmental scientist, public access administrator, and field technician).
- Job duties included environmental policy compliance, technical report writing, and analytical data analysis. I drafted, oversaw, reviewed, and submitted environmental compliance reports.



Tradebe Environmental Services, LLC
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410
Toll Free: (800) 388-7242

- Worked in a small team environment with a due date-oriented work atmosphere and limited management oversight. Practiced regular quality assurance and utilized analytical approaches.
- Never missed a report due date. Trained employees in mapping, access, and report processes.
- Field experience includes initial site assessments, nitrate testing, volatile organic compound and polyaromatic hydrocarbon water sampling, and implementation of a federal water quality assessment for the Sac and Fox Nation of Missouri in Kansas and Nebraska.

Environmental Scientist, August 2009 -December 2011

- Part-time environmental scientist and administrative student intern from August 2009 to December 2011 with same duties as the position above.

References:

Kris Beckland
442 Illinois St
Lawrence, KS 66044
785-727-3978

Drew Rosdahl
645 N 3rd St
Lawrence, KS 66044
785-393-1492

Yvonne Channel
440 Lyon
Lawrence, KS 66044
785-760-1692

NAME: Nate Embery
TITLE: Operations Manager
EDUCATION: Bachelor of Science, Environmental Science and Water Resources
Oklahoma State University, Stillwater, OK

PROFESSIONAL DEVELOPMENT:

OSHA 40-hour Training, 2015 (Annual Refresher)
DOT Training, 2015 (Annual Refresher)
DOT Informational Training, 2015 (Annual Refresher)
Forklift Certification, 2015 (Annual Refresher)
Class B CDL Permit w/Airbrake Endorsements

EXPERIENCE:

Tradebe Environmental Services, LLC., Kansas City KS

Technical Service Operations Manager 2016

- Manage 10-day Transfer Facility
- Provide price quotes for the disposal of our customers' inventories
- Schedule Lab Pack/Bulk Drum/Household Hazardous Waste Projects
- Prepare all pre-project paperwork (i.e. Site Specific Safety Plan, waste manifests, drum labels, directions, etc.)
- Maintain compliance with federal, state, and local regulations (EPA and DOT)
- Address any of the customers' questions, concerns, or suggestions related to the performance of on-site projects
- Maintain inventory of supplies (i.e. packaging, health and safety, paperwork)
- Interact and communicate with generators, management, and other personnel daily.

Tradebe Environmental Services, LLC., Kansas City KS

Technical Service Specialist 2015

- Responsible for growing the Lab Pack business within an assigned sales territory.
- Work with Regional Sales and Operations personnel to develop and execute a sustainable business sales plan.
- Regularly perform site walks and gather Lab Pack inventories to provide quotes for opportunities to service clients.

Clean Harbors Environmental Services, Inc. Wichita, KS

Employed October 13, 2000 to November 13, 2014

Field Chemist - October 2000 to April 2003

- Responsible for providing customers with turn-key packaging, manifesting, loading, and transportation of hazardous waste shipments from generator sites to Transportation Storage Disposal Facility (TSDF).

Senior Lead Field Chemist – April 2003 to January 2005

- Additional responsibilities including accountability for jobs and projects as lead person on site, on the job training of new hires, mentoring, and providing input for performance reviews, logistics, and job profitability.

Truck to Truck Transfer Supervisor - January 2005 to July 2006

- Managed 10 day compliance of hazardous waste received into Wichita, KS and Kansas

City, KS facilities.

Technical Services Coordinator - July 2006 to May 2008

- Supervise and coordinate day-to-day activities of field chemists and drivers.
- Plan, coordinate, and supervise Household Hazardous Waste Collection events.
- Interface with customer service in scheduling clients in the most economical and efficient manner.

Technical Services Specialist - May 2008 to June 2009

- Responsible for finding new Lab Pack and drum transportation disposal customers.
- Develop bid submittals for larger Lab pack and Household hazardous waste opportunities by working with disposal facilities and upper management.

Lead Customer Service Representative - June 2009 to December 2013

- Managed the regions customer service.
- Responsible for setting up customer shipments and their other routine needs.
- Responsible for providing technical assistance and price quotes to existing customers.
- Trained and assisted new Clean Pack Specialists with quoting large or complex lab pack and HHW opportunities.

Refinery Vertical Account Manager – December 2013 to November 13, 2014

- Primary responsibility to grow existing business and win new business with petroleum refinery accounts in Kansas, Oklahoma, New Mexico, and some parts of Texas .
- Coordinate customer visits with Specialists or other Sales Personnel; participate in joint sales calls with Corporate Account Manager.
- Take a lead role in executing Corporate Account Strategy for assigned local accounts.
- Coordinate and complete profile information as needed; document all sales calls, customer visits and business opportunities in Beacon.
- Promote communication and coordination between Sales, Operations, Customer Service and customers. Determine adequacy of present level of service and recommend adjustments.
- Assist in the collection of invoiced revenue from customers.
- Negotiate pricing and contract requirements.
- Forecast projected revenue. Review and explain monthly revenue and accounts receivable reports.

References:

Kris Beckland
442 Illinois St
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TRADEBE

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785-760-1692

B. 10 YEARS COMPLIANCE HISTORY

DATE OF INSPECTION	Date of receipt of NOV if applicable	Entity	LOCATION	ID Number	AGENCY INVOLVED	NOV CITATION ISSUED?	VIOLATIONS CITED	ACTION TAKEN	CONSENT ORDER/ AGREED ORDER	PROPOSED PENALTY	PENALTY PAID	DATE PENALTY PAID	STATUS
Oct-18			East Chicago		IDEM (CEE)	TBD	TBD		No	N/A	N/A		Open
Oct-18		TTR	East Chicago		IDEM Solid Waste	No	N/A		No	N/A	N/A		Open
Oct-18		TTR	East Chicago		USEPA Reg 5 Air	No	N/A		No	N/A	N/A		Open
Sep-18		TTR	East Chicago		IDEM Solid Waste	No	N/A		No	N/A	N/A		Closed
Aug-18		TTR	East Chicago		IDEM Solid Waste	No	N/A		No	N/A	N/A		Closed
Jun-18		TTR	East Chicago		IDEM Solid Waste	TBD	N/A		No	None	None		Closed
Jun-18		TTR	East Chicago		IDEM (CEE)	TBD	Report Pending						Open
May-18		TTR	East Chicago		DOT	TBD	Report Pending						Open
Mar-18		TTR	East Chicago		IDEM (CEE)	Yes	<ul style="list-style-type: none"> • Hazardous Waste Roll-off boxes not dated 	Dated during inspection	No	None	None	N/A	Closed
Mar-18		TTR	Millington	RCPA Part B	TDEC	Yes	<ul style="list-style-type: none"> - 1 drum staged for raining open - 2 missing tags for BB TC - missing tag ID's on BB leg 	Connected at time of inspection	No	NA	NA	NA	Closed
Jan-18		TTR	East Chicago	none	FR4-DOT	No	NA		No	None	None	N/A	Closed
Dec-17		TTR	East Chicago	none	IDEM Solid Waste	No	NA		No	None	None	N/A	Closed
Dec-17		TTR	Millington	none	SCED	No	None		NA	NA	NA	NA	Closed
Dec-17		TTR	East Chicago	VI_2018-25003-H	IDEM (CEE)	Yes	<ul style="list-style-type: none"> • tank inspection and corrective actions • tank thickness requirements • No test records for monthly high level tank controls • inadequate inspection and calibration records for temp, press, pH, etc on tank systems • Containment coating repair schedule • Containment system cracks • and solids in truck deck/containment area sump 	<ul style="list-style-type: none"> • tank painting completed • tank thickness assessments completed by third party • Testing made demonstrated and recorded • All required temp and pressure gauges calibrated or replaced • Containment coating repair completed as weather allowed • Containment cracks sealed as temps allowed • Sump wet to touch no fire liquid pumpable although tried. 	No	None	None	N/A	Open
Nov-17		TTR	East Chicago		EC Sanitary District	No	NA		NA	N/A	N/A	N/A	Closed
Sep-17		TTR	East Chicago		IDEM (CEE)	Yes	<ul style="list-style-type: none"> • LOG 90-day Storage • Container Storage - Bulging and Leaking Container • Container Movement - Storage >12 hours • Container Management Practices - Incompatible Wastes 	All items identified were addressed on day of inspection.	No	N/A	N/A	N/A	Closed
Jul-17		TTR	East Chicago		IDEM (CEE)	No	<ul style="list-style-type: none"> • Container Management Practices 	Revision to practices for incompatibles	TBD	TBD	TBD		Open
Jun-17		TTR	East Chicago		IDEM Solid Waste	No	<ul style="list-style-type: none"> • No Violations Observed 	N/A					Closed
Jun-17		TTR	East Chicago		IDEM (CEE)	No	<ul style="list-style-type: none"> • Container Management Practices 	• Containers moved to permitted storage	No	N/A	N/A		Closed
Jun-17		TTR	East Chicago		IDEM (AIF)	No	<ul style="list-style-type: none"> • No Violations Observed 	N/A	No	N/A	N/A		Closed
Apr-17		TTR	East Chicago		IDEM (AIF)	No	<ul style="list-style-type: none"> • No Violations Observed 	N/A	No	N/A	N/A		Closed
Apr-17		TTR	East Chicago		IDEM (CEE)	Yes	<ul style="list-style-type: none"> • Personnel training 	<ul style="list-style-type: none"> • Re-training of expired employees • Internal audit of existing employees training 	No	N/A	N/A	N/A	Closed
Mar-17		TTR	Millington	RCPA Part B	TDEC	Yes	<ul style="list-style-type: none"> - 1 yds sack not secure on pallet - Faded painted hose marking storage are 217 - Unit 202 (1) dented plastic drum and (1) yds cardboard box damaged. - Unit 202, one lid not separated by 24" (18" observed) - Unit 207 overcapacity of storage area - Faded painted lines Unit 207 TC - Missing LDAR tags in Unit 208 - Late notification of commencing construction on new Unit 211. 	Connected at time of inspection	Draft	TBD	Open	Open	Open

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Feb-17		TTR	East Chicago		DOT-FRA	Yes	<ul style="list-style-type: none"> • Non-rod light fittings 	<ul style="list-style-type: none"> • Third party function specific training 	Yes	\$5,000	\$3,250	Pending	Open
Jun-17		TTR	East Chicago		DOT-FRA	No	<ul style="list-style-type: none"> • No Violations Observed 	N/A		N/A	N/A		Closed
Jun-17		TTR	East Chicago		DOT-FRA	Yes	<ul style="list-style-type: none"> • Offered overweight rail car for transport 	<ul style="list-style-type: none"> • Increased tracking of volume weight being loaded into rail cars prior to transport 	Yes	\$5,000	\$3,000	Pending	Open
Dec-16		TTR	East Chicago		IDEM (CEI)	Yes	<ul style="list-style-type: none"> • Condition of containers • Container staging • Container acceptance • Container management practices • Stacking conditions 	<ul style="list-style-type: none"> • Re-inforcement of regulatory requirements with Receiving Dept. • Inbound containers being grouped based on time of receipt • Operators trained on proper segregation of hazardous waste 	Yes	\$3,438	\$3,438		Closed
Nov-16		TTR	East Chicago		IDEM Solid Waste	No	<ul style="list-style-type: none"> • No Violations Observed 	N/A		N/A	N/A		Closed
Nov-16		TTR	East Chicago		IOSHA	Yes	<ul style="list-style-type: none"> • 110 volt powerstrip secured to wall using adhesive tape 	<ul style="list-style-type: none"> • Powerstrip removed and electrical improvements made to lab 	Yes	\$1,478.75	\$1,478.75		Closed
Oct-16		TTR	East Chicago		East Chicago Sanitary District	No	<ul style="list-style-type: none"> • No Violations Observed 	N/A		N/A	N/A		Closed
Sep-16		TTR	East Chicago		IDEM (CEI)	No	<ul style="list-style-type: none"> • No Violations Observed 	<ul style="list-style-type: none"> • RCRA inspection on exempt units • Additional data submitted per request. No closing report ever received. 		N/A	N/A		Closed
Sep-16			Millington	RCRA Part B	TDEC	Yes	<ul style="list-style-type: none"> 4 violations: 3 regarding the leg and how maintained. 1 with used oil container not being labeled. TTR requested that 3 of the 4 be withdrawn. 	10-Day inspection	Draft	TBD	Open	Open	Open
Jun-16			East Chicago		IDEM (CEI)-IDEM Solid Waste	No	<ul style="list-style-type: none"> • No Violations Observed 	N/A		N/A	N/A		Closed
Jun-16			Millington	RCRA Part B	TDEC w/DSWM	Yes	<ul style="list-style-type: none"> *Missing information in 5-day log *Missing information in 10-day log *Loading hazardous waste outside of a permitted area *Hazardous waste outside of a permitted area *Hazardous waste outside a permitted area *Containers missing hazardous waste labels *Open cubic yard containers (CYB) 	<ul style="list-style-type: none"> All observations were corrected at the time of the inspection with the exception of 3 items corrected by 013/16 	Draft	TBD	Open	Open	Open
May-16			East Chicago		IDEM-USEPA Region 5 Air	No	<ul style="list-style-type: none"> *3 areas over capacity (assumption based on container volume not manifested volume) *Open SAA container and 90-day roll off box that plastic cover had blown into the box. *Aisle space caused by staging in drive rows 	N/A					Open
Mar-16			East Chicago		IDEM (CEI)	No	<ul style="list-style-type: none"> Unlabeled containers (shrink wrapped pallet from generator with expired consumer product) *3 containers with integrity issues *6 batteries missing universal waste labels *Painted boundaries no visible *Hazardous waste observed in Unit 211 prior to completion of partial closure of the miscellaneous unit. 	<ul style="list-style-type: none"> All equipment relabeled with appropriately sized PCB labels • Informal Conference 	No	N/A	N/A		Closed
Feb-16			Millington		TDEC on behalf of USEPA Region 4 TSCA Div	No	<ul style="list-style-type: none"> Containers not labeled appropriately 		No	TBD	TBD	Open	Open
Feb-16			East Chicago		IOSHA	Yes	<ul style="list-style-type: none"> • Facility investigation • Confined Space Entry Program • First Aid not available 		Yes	\$6,100.00	N/A		Closed

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Jan-16			East Chicago		IDEM (CEL)	No	<ul style="list-style-type: none"> No Violations Observed 	N/A	No	N/A	N/A		Closed
Jan-16			East Chicago		DOT-FRA	No	<ul style="list-style-type: none"> No Violations Observed 	N/A	No	N/A	N/A		Closed
Jan-16			East Chicago	3736-A 23786-A 24692-A	IDEM (A4)	Yes	<ul style="list-style-type: none"> Failed Stick Test Failure to submit notification of applicability 	<ul style="list-style-type: none"> Proper notifications submitted and performed stick test 	Yes	\$172,674	\$90,332		Closed
Jan-16			East Chicago		DOT	YES	<ul style="list-style-type: none"> Non Tight Fittings 	<ul style="list-style-type: none"> SOP revision, training Employee release due to multiple incidents 	Yes	\$5,000	\$3,500		Closed
Dec-15			East Chicago		USEPA	Yes	<ul style="list-style-type: none"> Annual Export Report errors for yrs 2011, 2013 & 2014 (self notification 2012) 	<ul style="list-style-type: none"> Review, revised and resubmitted report. 	Yes	\$11,000	\$11,000		Closed
Nov-15			Millington		MSCHE	No	<ul style="list-style-type: none"> Air - No violations observed 	<ul style="list-style-type: none"> Relocation of sign displaying the emergency contact number 	No	None	None		Closed
Oct-15			East Chicago		IDEM Solid Waste	No	<ul style="list-style-type: none"> Signage 	<ul style="list-style-type: none"> Relocation of sign displaying the emergency contact number 	No	N/A	N/A		Closed
Oct-15			East Chicago		City of East Chicago (Health Dept)	No	<ul style="list-style-type: none"> No Violations Observed 	N/A	No	N/A	N/A		Closed
Sep-15			East Chicago		IDEM (CEL)	Yes	<ul style="list-style-type: none"> Container Management Universal Waste Management Container Storage and Treatment Conditions Management of Containers 	<ul style="list-style-type: none"> Daily inspections of container labeling, integrity and storage as related to Tradebe's permit Increased emphasis on and training on environmental regulations 	Yes	\$25,000	\$25,000		Closed
Sep-15			East Chicago		EPA and IDEM AIR	No	<ul style="list-style-type: none"> No Violations Observed 	N/A	No	N/A	N/A		Closed
May-15			East Chicago		IDEM (CEL)	Yes	<ul style="list-style-type: none"> Container Storage and Treatment Conditions Management of Containers 	<ul style="list-style-type: none"> Leaking ball valve on tank truck was fixed/replaced by maintenance 8-hr staging logs for liquid material to document container movement 	Yes	Combined with Sept 15th penalty	Combined with Sept 15th penalty		Closed
May-15			Millington		TDEC with DSWM		<ul style="list-style-type: none"> Roll off boxes outside of a permitted unit Aisle Spacing Stable Stacking Damaged Floor coating in Unit 203 Waste stored over 1 year Generator roll-off box outside of a permitted unit 	<ul style="list-style-type: none"> Outside generated waste stored in a 90-day generator storage area not required to be in permitted storage - violation appealed Corrected soon after inspection Violation corrected 10/2/15 Corrected upon approval of waste stream into disposal facility Violation corrected 6/3/15 		Unknown	N/A		Closed
Feb-15			Millington		TDEC w/DSWM		<ul style="list-style-type: none"> Roll off boxes outside of a permitted unit Aisle Spacing Stable Stacking Container integrity (2 cubic yard boxes had opened due to weather, inside liners were still intact) Open Box of fluorescent bulbs Labeled outside generated waste missing accumulation date Unlabeled containers (drum wrapped pallet from generator with expired consumer product) Pallet obscuring sump grate Unit 217 boundary not visible Waste Stored over 1 year Missing used oil label 3 Units over permitted capacity 	<ul style="list-style-type: none"> Receiving Operations Violation corrected 10/2/15 Corrected during inspection Corrected as soon as weather permitted Corrected during inspection Corrected during inspection Based on Manifested volume the three cited units were within the permitted capacities - Violation appealed 		Unknown	N/A		Closed
Nov-14			East Chicago		City of East Chicago Sanitary District	No	<ul style="list-style-type: none"> No Violations Observed 	N/A	No	N/A	N/A		Closed

DATE OF INSPECTION	Date of receipt of NOV if applicable	Entity	LOCATION	ID Number	AGENCY INVOLVED	NOV/CITATION ISSUED?	VIOLATIONS CITED	ACTION TAKEN	CONSENT ORDER/ AGREED ORDER	PROPOSED PENALTY	PENALTY PAID	DATE PENALTY PAID	STATUS
Nov-14			Millington		MSCHD		Air - No violations observed			None	None		Closed
Oct-14			East Chicago		IDEM/RCEA	Yes	<ul style="list-style-type: none"> Lead-Axton destined for recycling sent for disposal due to data entry error. Transport vehicle operator was instructed by dispatch personnel to remove roll off box containing excavated material with consistency levels below RSC threshold levels. The transport vehicle operator incorrectly loaded the wrong roll off box on the chassis. The transport operator did not recognize that a hazardous waste box was loaded onto the trailer due to the box not having DOT placards 	<ul style="list-style-type: none"> Additional check points added to manifest entry process. EHS will conduct periodic audits of data entry. Daily inspections of the 10-day yard to inventory roll off boxes remaining at the yard and reviewing roll off boxes for accurate correct placarding. Each transport Operator assigned for the removal of a roll off boxes, is given paperwork designating the box number to be removed prior to going to the 10 day yard. 	Yes	\$57,000	\$57,000		Closed
Jun-14			East Chicago		IDEM/RCEA	No	<ul style="list-style-type: none"> Observation made - no violation. 	<ul style="list-style-type: none"> 8 Hr bag for waste pulled from permitted area placed into staging area All issues were corrected at time of inspection with the exception of the storage outside of a permitted unit 	No	N/A	N/A		Closed
Jun-14			Millington		TDEC w/DSWM		Storage outside of a permitted unit. 1 container not properly closed. Container integrity. Open fluorescent roll box	All issues were corrected at time of inspection with the exception of the storage outside of a permitted unit		Unknown	N/A		Closed
Nov-13			East Chicago		USDOT -FRA	No	<ul style="list-style-type: none"> No Violations Observed 	N/A	No	N/A	N/A		Closed
Nov-13			East Chicago		IDEM/RCEA	Yes	<ul style="list-style-type: none"> Spillage from waste containers (roll-off) and process unit Personal training (office clerks) Oilyed valves or lines - 2 valve plugs left off valves Containers with free liquids - outside storage units 	<ul style="list-style-type: none"> Training completed January 2014 Corrected at time of inspection 	Yes	\$9,000	\$9,000		Closed
Nov-13			Millington		MSCHD	No	Air - No violations observed	N/A	No	None	None		Closed
Sep-13			East Chicago		USEPA Region V	No	No Violations Observed		No	N/A	N/A		Closed
May-13			East Chicago		EPA Bureau of Land	Yes	<ul style="list-style-type: none"> Waste processing - Generator incorrectly profiled waste 	<ul style="list-style-type: none"> Removed waste from landfill 	No	N/A	N/A		Closed
May-13			Millington		TDEC w/DSWM		Storage outside of a permitted unit. Failure to timely contain and clean-up leakage (1 roll-off boxes). Container integrity. Solid waste without a hazardous waste determination. Manifest discrepancy (strink-wrapped pallets)	All issues were corrected at time of inspection with the exception of the manifest discrepancy which was dispensed		\$36,474.42	\$33,074.42		Closed
Apr-13			East Chicago		IDEM Solid Waste	Yes	<ul style="list-style-type: none"> Waste processing - Generator incorrectly profiled waste 	<ul style="list-style-type: none"> Removed waste from landfill 	No	N/A	N/A		Closed
Feb-13			East Chicago		IDEM/CAA	No	No Violations Observed	N/A	No	N/A	N/A		Closed
Feb-13			East Chicago		IDEM Solid Waste	No	No Violations Observed	N/A	No	N/A	N/A		Closed
Dec-12			East Chicago		IDEM (RCEA)	No	<ul style="list-style-type: none"> Dented drums observed SAA lids off Inventory report questioned BB Bags missing obscured 	<ul style="list-style-type: none"> Corrected at time of inspection 	No	N/A	N/A		Closed
Dec-12			Millington		TDEC w/TWPC		Storm water - No violations observed			None	None		Closed
Nov-12			Millington		MSCHD		Air - No violations observed			None	None		Closed
Jul-12			Millington		TDEC w/DSWM		Three fluorescent bulbs exposed. 2 containers not properly closed. 2 dented containers	All issues corrected at time of inspection		None	None		Closed
Jun-12			East Chicago		IDEM/RCEA	No	<ul style="list-style-type: none"> Holes in roll off box cover 	<ul style="list-style-type: none"> Corrected at time of inspection 	No	N/A	N/A		Closed
May-12			East Chicago		IDEM/CAA	No	No Violations Observed	N/A	No	N/A	N/A		Closed
Mar-12			East Chicago		IDEM/RCEA	No	No Violations Observed	N/A	No	N/A	N/A		Closed
Dec-11			East Chicago		IDEM/RCEA	No	No Violations Observed	N/A	No	N/A	N/A		Closed
Dec-11			Millington		MSCHD	No	Air - No violations observed	N/A	No	None	None		Closed
Aug-11			East Chicago		IDEM/RCEA	No	No Violations Observed	N/A	No	N/A	N/A		Closed
Aug-11			East Chicago		IDEM Solid Waste	No	No Violations Observed	N/A	No	N/A	N/A		Closed
Jun-11			East Chicago		IDEM/RCEA	No	<ul style="list-style-type: none"> 5 gallon buckets triplet include four drums wrapped Broken Pallets Residue on Tank Farm's Walls 	<ul style="list-style-type: none"> Corrected at time of inspection 	No	N/A	N/A		Closed
Mar-11			East Chicago		IDEM/RCEA	No	No Violations Observed	N/A	No	N/A	N/A		Closed

DATE OF INSPECTION	Date of receipt of NOV if applicable	Entity	LOCATION	ID Number	AGENCY INVOLVED	NOV CITATION ISSUED?	VIOLATIONS CITED	ACTION TAKEN	CONSENT ORDER/ AGREED ORDER	PROPOSED PENALTY	PENALTY PAID	DATE PENALTY PAID	STATUS
Mar-11			Millington		TDEC w/ DSWM		Roll-off boxes not in a permitted storage unit, 200-gallon super sacks not affixed with Bar Code Label; Ete spacing less than two feet in Unit 202; Universal waste not in proper packaging; Shrink-wrapped pallets of smaller containers was manifested as one piece by client; Container not marked with a hazardous waste accumulation date. Pin hole leak from an 85-gallon overpack	All issues corrected at time of inspection		\$9,904	\$8,754		Closed
Feb-11			East Chicago		IDEM Solid Waste	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Dec-10			East Chicago		IDEM	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Nov-10			East Chicago		IDEM (RCRA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Nov-10			Millington		MSCHE	No	Air - No violations observed			None	None		Closed
Sep-10			East Chicago		IDEM (RCRA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Sep-10			Millington		TDEC w/ DSWM		Dangerous when not waste stored in an area protected by a sprinkler system, occurrence of a fire at the facility	Additional training of personnel on storage and staging protocols. No failure of design or operation was identified as part of a third party investigation of the incident		\$13,275	\$7,875		Closed
Aug-10			East Chicago		IDEM (RCRA-SW)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Jul-10			East Chicago		EPA, IDEM (RCRA)	No	• Report not received	N/A	No	N/A	N/A		Closed
Jun-10			East Chicago		IDEM (RCRA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
May-10			East Chicago		IDEM (RCRA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
May-10			East Chicago		IDEM (RCRA-SW)	No	• Solid Waste Permit # not visible on outside sign	• Connected at time of inspection	No	N/A	N/A		Closed
Dec-09			East Chicago		IDEM (RCRA)	No	• Secondary containment system not coated adequately on walls. Coating must be extended an additional 2 feet	• Connected at time of inspection	No	N/A	N/A		Closed
Dec-09			Millington		TDEC w/ DSWM		Rupture at base of 55 gal. and boundaries of permitted ODCSA not properly marked	Issues corrected during inspection and boundaries repaired		None	None		Closed
Nov-09			Millington		MSCHE	No	Air - No violations observed	N/A	No	None	None		Closed
Sep-09			East Chicago		IDEM (CAA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Sep-09			East Chicago		IDEM (RCRA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Jul-09			Millington		TDEC w/ DSWM		Hole in roll off boxes, and daily inspection sheets for weekend inspections not available	All issues corrected at time of inspection		None	None		Closed
Jun-09			East Chicago		IDEM (RCRA)	No	• Repairs to Area 2 secondary containment floor & wall	• Connected at time of inspection	No	N/A	N/A		Closed
Mar-09			East Chicago		IDEM (RCRA)	No	• Tank anchors placement	N/A	No	N/A	N/A		Closed
Nov-08			Millington		MSCHE	No	Air - No violations observed			None	None		Closed
Oct-08			East Chicago		IDEM (RCRA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Sep-08			East Chicago		IDEM (RCRA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Aug-08			Millington		TDEC w/ DSWM		Roll off box and mix tub not completely covered, 96 containers of haz waste were staged outside a storage permitted area, less than 2' aisle space between rows	All issues corrected at time of inspection		\$11,426.21			Closed
Jul-08			Millington		TDEC w/ DSWM		Acceptance of hazardous waste under an incorrect non-haz profile number	Changes to our inventory system		\$1,560.33			Closed
Mar-08			East Chicago		IDEM (RCRA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Mar-08			East Chicago		IDEM (RCRA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed
Jan-08			East Chicago		IDEM (RCRA)	No	• No Violations Observed	N/A	No	N/A	N/A		Closed

C. ENERGY EFFICIENCIES

Tradebe's Lab Pack guidelines and procedures are based on DOT guidelines. Tradebe does not pack material for incineration charges or to any other vendor specifications. As a result, Tradebe lab pack and loose pack drums are typically full 55 gallon drums and packed to maximum weight per the drums specification. The result is less drums packed and stored on-site. The end result is lower supply costs and an overall higher weight of material per shipment.

At Tradebe, sustainability has been part of our mission for over 30 years. We create cost-effective pathways for our clients to recycle hazardous waste using innovative technologies. Our corporate priority is recycling industrial waste into reusable products and substitute fuels. Tradebe recycles 60% of the waste we process.

- Chemical Reuse

Tradebe's Chemical Industrial Reuse Program extends the life of used chemicals, without prior treatment. Tradebe's experienced Team evaluates each Business Partners inbound profile to determine if the material meets the parameters for alternate industrial applications, thereby eliminating the need for treatment/disposal. The Team works within networks of industries to determine where non-virgin chemical are needed. The reuse of chemicals supports sustainability by reducing the need of natural resources and energy used to produce a new chemical. Furthermore it supports our Partners Environmental Program by removing the chemicals from the category as a "waste" under RCRA Reporting.

- Chemical Recovery

Tradebe recovers solvents through liquid, and solid distillation, Tradebe's owns and operates a patented Solid Distillation System. All waste streams are evaluated to determine if the chemicals are suitable for solvent recovery. Lab Packs are also evaluated for distillation. Tradebe is a member of the National Oil Recyclers Association (NORA), Cement Kiln Coalition (CKRC), and Indiana's Chapter Partners for Clean Air (PCA). Tradebe has also worked with the United States Environmental Protection Agency, supporting their initiative to reuse and recycle chemicals.

- Purchasing Practices

Tradebe purchases recycled materials and supplies. We purchase containers and drums made from post-consumer plastic, and use recycled steel drums.

- LEED System Applications

Tradebe produces a lightweight aggregate called Norlite. Norlite's varied applications apply to many of the six areas of concentration of the LEED System: Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality, and Innovation and Design Process.

- Recycling Programs

Tradebe has a company-wide paper and plastic recycling program.

- Energy Efficiency Initiatives

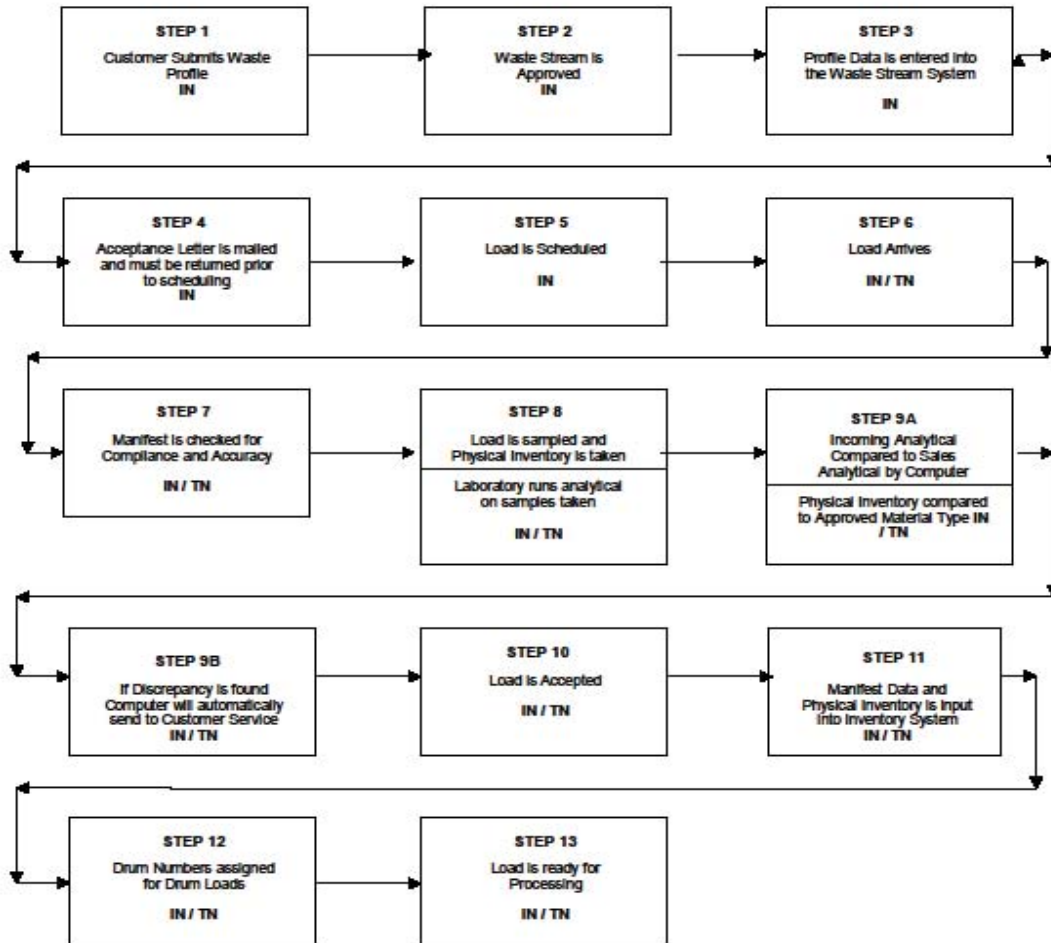
Norlite Corporation, a Tradebe subsidiary, uses 100% recovered fuel to run our light weight aggregate kiln. Annually, Tradebe checks our electrical equipment for energy efficiency at our facilities. Tradebe is also evaluating the installation of solar panels at our Memphis, TN facility.

- Environmental Actions Planned

Tradebe's Team is continually evaluating sustainability programs both independently and with Business Partners. The sharing of this knowledge and common interest benefits our environment by protecting and preserving our natural resources thereby contributing to the health and safety our employees and neighbors.

D. WASTE FLOW

**WASTE FLOW SUMMARY
 INCOMING**





TRADEBE™

Tradebe Environmental Services, LLC
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410
Toll Free: (800) 388-7242

E. DISPOSAL AND TREATMENT FACILITIES

TRADEBE FACILITY NETWORK

★ TSDF
★ SERVICE CENTER
★ ADMINISTRATIVE

Midwest

- ★ 4343 Kennedy Ave, East Chicago IN 46312
- ★ 5611 W Hemlock St, Milwaukee WI 53223
- ★ 2900 Justin Dr, Suite D, Urbandale IA 50323
- ★ 1620 S 45th St, Kansas City KS 66106

Southwest/Gulf Coast

- ★ 200 S 16th St, LaPorte TX 77571
- ★ 2516 Minnis Dr, Suite 100, Haltom City TX 76117
- ★ 206 Sandra St, Berwick LA 70342
- ★ 11 N Water St, Suite 14250, Mobile AL 36652
- ★ 713 Bill Myles Dr, Saraland AL 36571

Southeast

- ★ 450 Edenwold Rd, Madison TN 37115
- ★ 1411 S Dickerson Rd, Goodlettsville TN 37072
- ★ 179 Gladstone Rd, Lenoir City TN 37771
- ★ 1004 Idlewide Blvd, Columbia SC 29201
- ★ 3425 Browns Mill Rd, Atlanta GA 30354

Administrative Offices

- ★ 1433 E 83rd Ave, Merrillville IN 46410
- ★ 234 Hobart St, Meriden CT 06450

Northeast

- ★ 136 Gracey Ave, Meriden CT 06451
- ★ 50 Cross St, Bridgeport CT 06610
- ★ 441R Canton St, Stoughton MA 02072
- ★ 345 W Main St, Northborough MA 01532
- ★ 410 Shattuck Way, Newington NH 03801
- ★ 628 S Saratoga St, Cohoes NY 12047

Mid-Atlantic

- ★ 2995 Grand Ave, Neville Island PA 15225
- ★ 120 Industrial Dr, Chambersburg PA 17201
- ★ 11 North Ave, Dunellen NJ 08812

(800) 388-7242
WWW.TRADEBEUSA.COM

TRADEBE
Sustainability at Work



Primary Disposal Outlet

Tradebe Treatment and Recycling, LLC
4343 Kennedy Ave
East Chicago, IN 46312
Phone: (219) 397-3951
Fax: (219) 397-6411
EPA ID# IND000646943

Treatment Processes:

Fuel Blending, Solid Distillation, Liquid Distillation, Hazardous Waste Stabilization, Non-Hazardous Waste processing and Solidification, Lab pack Consolidation

The Indiana facility sits on approximately 12 acres in a heavy industrial section of East Chicago and is approximately 20 miles south of downtown Chicago, Illinois. Tradebe's neighbors include a commercial gas manufacturer, a rail-yard, and a vacant aluminum smelting facility. The closest water stream is the Indiana Harbor Canal, which is approximately 2,700 feet west of the facility. The majority of the property is dedicated to serving Tradebe's waste management operations. Also located on the facility's property is a rail-line that accommodates up to ten rail cars.

EPA Region V and the Indiana Department of Environmental Management (IDEM) originally issued the Part B RCRA permit in 1991. The facility currently has storage capacity for up to 4,508 "55-gallon drum equivalent" containers of hazardous waste. With the issuance of the renewed permit, permitted drum capacity increases to 11,000 drums. Tradebe's operation includes a 165,000-gallon tank farm, a newly redesigned state-of-the-art lab pack/depac facility, a drum consolidation and handling building, and a non-hazardous processing building with 45,327 gallons of bulk treatment capacity. The company's laboratory and receiving area are capable of accepting and analyzing up to 2,000 drums per day. The Part B facility has the capability of receiving up to 30,000 drums per month. Tradebe recently acquired an adjacent 8-acre site, which serves as a transfer yard for incoming and outgoing waste, and potential expansion of the East Chicago operations.

In July of 2004, Tradebe added a new capability to its range of services called Solid Distillation System (SDS). The SDS allows Tradebe to process and recycle waste materials on-site. The process is unique because unlike other thermal processes, the material never contacts the heat source. It is baked rather than burned and the baking drives off volatile and semi-volatile organics that are reclaimed and recycled. IDEM has designated the SDS as a recycling process and therefore all materials it processes receive a Certificate of Recycling. The SDS is capable of processing 123,000 drums annually and holding 88,000 gallons of liquid storage.

Tradebe's main sales, customer service, administrative, and corporate functions are managed from the Merrillville IN. The East Chicago and Millington facilities, as well as the company's satellite offices, are connected with a computer network and state-of-the-art inventory management system to streamline communications for customer service, waste movement, and waste management operations. Customer information, profiles, and shipping documents are entered into the computer system to generate Tradebe's operating records.

Secondary Disposal Outlet

Tradebe Treatment and Recycling of Tennessee, LLC
5485 Victory Lane
Millington, TN 38053



Phone: (901) 353-5291
Fax: (901) 353-9471
EPA ID # TND000772186

Treatment Processes

Fuel Blending, Solid Distillation, Liquid Distillation, Hazardous Waste Stabilization, Non-Hazardous Waste processing and Solidification, Lab pack Consolidation

The Millington facility is regulated by the Tennessee Department of Environment and Conservation (TDEC) and the U.S. E.P.A. and is zoned for heavy industry. The TSD facility consists of 40,000 square feet of operations and is permitted to store up to 9,748 “55-gallon drum equivalents” on-site.

The Millington permit operational capacities allow this site to accept and process the same types and similar quantities of waste that are handled at the East Chicago, Indiana facility. The Millington facility operates an 80,000-gallon tank farm, a stabilization process for hazardous wastes and a solidification process for non-hazardous wastes. In addition to the processing areas, the Millington facility features a well-equipped laboratory, receiving and loading docks, and buildings for indoor storage.

Tradebe continues to upgrade the Millington facility. A state of the art laboratory has recently been added to further aid in the analysis and testing of waste samples, resulting in faster drum processing and quicker test results back to clients. Tradebe also recently completed the reconstruction and reconfiguration of its stabilization and non-hazardous processing area. Looking to the future, Tradebe-Tennessee has permitted approval to build and operate an SDS unit.

F. THIRD PARTY DISPOSAL FACILITIES

Tradebe may utilize 3rd party facilities for the disposal of some the waste that will be generated. Below is a list of these facilities, including EPA ID, contact information, and a description of the waste processed onsite.

For RCRA Incineration:

FACILITY: ROSS INCINERATION SERVICES
ADDRESS: 36790 Giles Road
 Grafton, OH 44044
PHONE: (440) 748-5800
EPA ID # OHD048415665

FACILITY: CLEAN HARBORS
ADDRESS: 309 American Circle,
 El Dorado, AR 71730
Phone: (870) 863-7173
EPA ID # ARD069748192

FACILITY: HERITAGE-WTI, INC.
ADDRESS: 1250 St. George St.
 East Liverpool, OH 43920
PHONE: (800) 837-7401
EPA ID # OHD980613541

Ross incineration is located in north central Ohio and is a RCRA permitted subpart O incinerator. They are capable of handling a wide variety of drummed and bulk, hazardous waste solids and liquids. TRADEBE ships them a bulk solids stream as well as drummed waste.

Clean Harbors facility in El Dorado AR is a RCRA permitted subpart O incinerator located in southwestern AR. They handle a wide variety of drummed and bulk, solid and liquid waste streams. TRADEBE ships them a wide variety of drummed waste including lab packs, reactive, aerosols and bulk drum wastes.



Heritage- WTI's facility is located in East Liverpool, OH and is a RCRA subpart O incinerator. Their versatility in handling waste makes them a good choice as a 3rd party disposal service. TRADEBE ships them a bulk solids stream as well as drummed waste.

PCB Incineration

FACILITY: VEOLIA ENVIRONMENTAL SERVICES LLC
ADDRESS: Highway 73
PORT ARTHUR, TX
PHONE: (281) 628-3414
EPA ID # TXD 000838896

Veolia Environmental in Port Arthur, TX is TRADEBE's disposal site of choice for any PCBs that may be collected. This is a TSCA and RCRA permitted rotary kiln incinerator

Mercury Retort and Fluorescent Bulb Recycling

FACILITY: LAMP ENVIRONMENTAL INDUSTRIES, INC (LEI)
ADDRESS: 46257 MORRIS ROAD
HAMMOND, LA 70401
PHONE: (985) 345-4356
EPA ID # LA0000365668

LEI is a mercury retort facility and a mercury bulb processing facility. Any mercury waste destined for retorting will be transshipped via Tradebe to LEI for final processing. Mercury is sold for use in lamp and instrument manufacture.

Stabilization and Hazardous Landfill

FACILITY: STABLEX, CANADA	FACILITY: EQ -BELLEVILLE
ADDRESS: 760 Industrial Blvd. BLAINVILLE, QUEBEC J7C 3V4	ADDRESS: 49350 North I-94 Service Drive BELLEVILLE, MI 48111
PHONE: (614) 824-3050	Phone: (734) 697-2983
EPA ID # NYD980756415	EPA ID # MID000724831

FACILITY: WASTE MANAGEMENT
ADDRESS: 36964 Highway 17 North, Mile Marker 163
EMELLE, AL
Phone: (800) 963-4776
EPA ID # ALD000622464

Stablex, located near Montreal, Quebec, Canada is a secure hazardous waste landfill specializing in treating inorganic wastes. They use a proprietary stabilization method to bind metals contaminated inorganic wastes in a cement-like mixture. They also perform cyanide destruction, oxidation reductions and neutralization of concentrated acids and bases. We are planning on utilizing Stablex for mercury wastes that are suitable for landfill.

EQ (Michigan Disposal Waste Treatment Plant) located in Belleville MI is a RCRA subpart B permitted treatment facility. Their capabilities include metals stabilization, microencapsulation, chemical oxidation, and landfill.

Waste Management in Emelle, AL is a RCRA subpart B permitted facility. Their capabilities include TSCA landfill disposal, RCRA landfill, including treatment, solidification, decharacterization, and stabilization.



Non-Hazardous Landfill

FACILITY:	BFI NORTH SHELBY LANDFILL	FACILITY:	WM LARAWAY RECYCLING AND DISPOSAL
ADDRESS:	7111 Old Millington Road MILLINGTON, TN 38053	ADDRESS:	21101 W LARAWAY ROAD JOLIET, IL 60436
PHONE:	(901) 794-3800	Phone:	(866) 909-4458
EPA ID #	NA	EPA ID #	NA

BFI North Shelby in Millington TN, WM LARAWAY RECYCLING AND DISPOSAL, Joliet, IL.

Battery Recycling

FACILITY:	INMETCO	FACILITY:	Toxco (Retriev Technologies)
ADDRESS:	One Inmetco Drive ELWOOD CITY PA 16117	ADDRESS:	8090 Lancaster Newark Road BALTIMORE, OH 43105
Phone:	724-758-5515	Phone:	750-653-6290
EPA ID #	PAD087561015	EPA ID #	OHR000038513

INMETCO is a nickel smelting company and processes NiCad and alkaline batteries for metals recovery. They also recover chrome from chromic acid and other chrome bearing streams. INMETCO also processes Lithium batteries.

Toxco (Retriev) is a battery recycler processing a variety of batteries for recovery including Lithium primary and Lithium Ion batteries. Lithium is processed in top Lithium salts are sold for recovery. Toxco also processes nickel cadmium, nickel metal hydride, nickel iron and alkaline batteries. They handle lead acid batteries and lead scrap as well.

Kilns

FACILITY:	ESSROC MATERIALS, INC.	FACILITY:	LONESTAR ALTERNATIVE FUELS
ADDRESS:	3084 W County Road 225 South LOGANSPOUT, IN	ADDRESS:	2524 South Spring Street CAPE GIRARDEAU, MO
PHONE:	(574) 753-5121	PHONE:	(573) 335-8878
EPA ID #	IND005081542	EPA ID #	MOD981127319

FACILITY: GREEN AMERICA RECYCLING/
CONTINENTAL CEMENT
ADDRESS: HIGHWAY 79 SOUTH
HANNIBAL, MO
PHONE: (573) 221-1740
EPA ID # MOD054018288

ESSROC Materials Inc. in Logansport IN is a RCRA permitted cement kiln that burns bulk hazardous waste derived fuel for energy recovery. ESSROC is utilized by our East Chicago facility for fuel disposal.

Lone Star Alternate Fuels in Cape Girardeau MO and Greencastle IN are RCRA permitted cement kilns that burns bulk hazardous waste derived fuel for energy recovery. Lone Star is utilized by TRADEBE's Millington TN and East Chicago facilities for their fuel disposal.

Continental Cement in Hannibal, MO is a RCRA permitted cement kiln that burns bulk hazardous waste derived fuel for energy recovery. Continental Cement can process both bulk liquid and bulk solid fuels and is utilized by both our East Chicago and Millington TN Facilities

Waste to Energy



FACILITY:	COVANTA ENERGY	FACILITY:	COVANTA ENERGY
ADDRESS:	2320 South Harding Street INDIANAPOLIS IN	ADDRESS:	5251 Triana Boulevard HUNTSVILLE, AL
PHONE:	(317) 634-7367	PHONE:	(256) 882-1019
EPA ID #	IND984882365	EPA ID #	NA

Covanta Energy is a waste-to-energy company with over 30 plants. They burn municipal and nonhazardous industrial wastes. The heat from this process is used to generate steam that runs steam turbines creating electricity. Covanta handles a variety of bulk solids and wastes in combustible container.

Dioxin Processing

FACILITY: SWAN HILLS TREATMENT CENTER
ADDRESS: Box 1500
Swan Hills, Alberta, Canada TOG 206
PHONE: (780) 333-4197
APPROVAL # 174401-05

Swan Hills is an Alberta based environmental company that specializes in dioxin processing and destruction.

Oil Recycling

FACILITY: FUTURE ENVIRONMENTAL, INC.
ADDRESS: 19701 S. 97TH AVENUE
MOKENA, IL 60448
Phone: 708-479-6900
EPA ID # ILR000016667

Future Environmental specializes in the recycling of waste oils to produce an alternate fuel product.

Glycol Recycling

FACILITY: ORG Chem Group LLC
ADDRESS: 11210 Solomon Road
Troy, IN 47588
Phone: 812-547-7951
EPA ID # NA

Consolidated Recycling specializes in the reclamation of glycols and the disposal of non-hazardous oily water mixtures.

Aerosol Processing

FACILITY: CLEAN EARTH OF MORGANTOWN, LLC (formerly AES)
ADDRESS: 1750 Morgantown Industrial Park
Morgantown, West Virginia 26501
PHONE: (304)292-0659
EPA ID # WVD981107600

Clean Earth of Morgantown (Formerly American Environmental Services) is a RCRA Part B permitted TSDf located Morgantown, WV that specializes in Aerosol Can Recycling, Consumer Commodities Recycling, Hazardous and Non-Hazardous Waste



G. PERMITS AND CERTIFICATIONS

Tradebe has obtained the necessary permits, licenses, and certificates to legally handle, transport, and dispose of hazardous and non-hazardous waste material. Please see the attached:

- ✓ State of Indiana Hazardous Waste Management Permit (RCRA part B permit)
- ✓ State of Tennessee Hazardous Waste Management Permit (RCRA part B permit)
- ✓ U.S. DOT Hazardous Materials Certificate of Registration

QUICK FACILITY INFORMATION

<u>Facility</u>	<u>Facility Type</u>	<u>EPA ID Number</u>
East Chicago, IN	TSDf	IND000646943
Millington, TN	TSDf	TND000772186

TRANSPORTER INFORMATION

<u>Transporter</u>	<u>EPA ID Number</u>
Tradebe Transportation, LLC.	INR000123497



Tradebe Treatment and Recycling, LLC
IND000646943
Page 1 of 48

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
HAZARDOUS WASTE MANAGEMENT PERMIT

Name of Permittee: Tradebe Treatment and Recycling, LLC

Facility Location: 4343 Kennedy Avenue, East Chicago, Indiana

EPA Identification Number: IND000646943

Issuance Date: April 28, 2017

Expiration Date: April 28, 2022

Authorized Activities

Pursuant to Indiana Environmental Statutes (IC 13) and the rules promulgated thereunder and codified in Title 329 of the Indiana Administrative Code, Article 3.1 (329 IAC 3.1), the State permit conditions (hereinafter called the permit) of the Resource Conservation and Recovery Act of 1976 (RCRA) permit are issued to Tradebe Treatment and Recycling, LLC (hereinafter called the Permittee or Tradebe) to operate a hazardous waste facility located in East Chicago, Indiana, Section 28, Township 37 North, Range 9 West at latitude 41° 38' N and longitude 87° W, Whiting Quadrangle, on the U.S. Geological Survey topographic map.

The State RCRA program is authorized under 40 CFR Part 271 and Section 3006 of RCRA to administer the hazardous waste management program in lieu of the Federal program, including administration of most of the Hazardous and Solid Waste Amendments (HSWA) of 1984.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Division of Solid Waste Management
Fifth Floor, L&C Tower
401 Church St.
Nashville, Tennessee 37243-1535

October 28, 2011

Ms. Tita LaGrimas
Executive Vice President of Regulatory Affairs
Tradebe Treatment and Recycling, LLC
Oak Brook Executive Plaza
1301 West 22nd Street STE 500
Oak Brook, IL 60523

CERTIFIED MAIL RECEIPT
7004 2510 0002 4684 3936

Re: **Completeness Determination Extension**
Part A & Part B Permit Application
Tradebe Treatment and Recycling of Tennessee, LLC
5485 Victory Lane
Millington, Tennessee 38053
Unit: Containers, Tanks, and Miscellaneous Units
EPA ID Number: TND 00 077 2186

Dear Ms. LaGrimas:

The Division of Solid Waste Management (Division) received your application on October 1, 2010. In accordance with Tennessee Rule 1200-01-11-.07(7)(b)1, the Commissioner shall review every permit application for completeness. Upon completing the review, the Commissioner shall notify the applicant in writing whether the application is complete.

Please be advised that, in accordance with Tennessee Rule 1200-01-11-.08(3)(i)3, there are situations in which the action period for review of applications may be stayed, most notably when the review process has been halted due to the Department's request for a delay in the review process to which the applicant agrees. Based on e-mail correspondence between you and Ms. Angela Ivory of my staff on October 24, 2011, you agreed to the Division's request for a delay in the review process.

We are in the process of listing information necessary to make the application complete. After the application is completed, the Commissioner may request additional information from the applicant but only when necessary to clarify, modify, or supplement previously submitted material. Requests for such additional information will not render an application incomplete. If you have any questions, please contact Ms. Angela Ivory of my staff at (615) 532-9267.

Sincerely,



Mike Apple
Director

cc: Ms. Angela Ivory, Treatment, Storage and Disposal Section
Ms. Dilraj Mokha, Treatment, Storage and Disposal Section
Ms. Jamie Burroughs, Manager, Treatment, Storage and Disposal Section
Mr. Herb Nicholson, Memphis Environmental Field Office
Mr. Jon Johnston, EPA, Region 4
Mr. David Linder, Plant Manager, Tradebe Treatment and Recycling of Tennessee, LLC

**NOTICE OF RECEIPT OF THE PERMIT RENEWAL APPLICATION FOR
POLLUTION CONTROL INDUSTRIES OF TENNESSEE, LLC**

Pollution Control Industries of Tennessee (PCI) submitted a Part A and Part B Hazardous Waste Management Permit Renewal Application on October 1, 2010, to the Tennessee Department of Environment and Conservation's (TDEC's) Division of Solid Waste Management (DSWM). The application is for the renewal of PCI's current permit (TNHW-103) to continue to store and treat hazardous waste in containers, tanks, and miscellaneous units at its facility located at **5485 Victory Lane in Millington, Shelby County, TN 38053** (see map). The Pre-Application Public Meeting was conducted by the facility on September 14, 2010, as required by Tennessee Rule 1200-01-11-.07(2)(c)3(i). Several members of the community attended the meeting, and questions/comments concerning the renewal application were addressed during the meeting.

PCI (EPA ID No.: TND 00 077 2186) is a commercial hazardous waste storage, treatment, and recycling facility that receives a wide variety of hazardous waste, non-hazardous waste, special waste, asbestos waste, discarded commercial chemical products or manufactured intermediates, and delisted waste. The current permit allows 508,205 gallons of storage in containers, 198,952 gallons of storage in tanks, and 3,600 gallons of storage in miscellaneous units. Treatment is limited to 1,090,000 gallons/day in containers, 431,340 gallons/day in tanks, and 652,000 gallons/day in miscellaneous units. Methods of treatment include decanting, bulking/repackaging, debris treatment, volume reduction/compaction, filtration/phase and component separation, consolidation, lab pack processing, stabilization/solidification, fuels blending, and shredding. No significant changes in storage and treatment capacities are proposed for the renewal permit. However, newly proposed methods of treatment include, but are not limited to, carbon adsorption, chemical oxidation/precipitation/reduction, deactivation, dispersion, distillation, encapsulation, neutralization, sedimentation, and solvent recovery.

The current permit, issued on October 16, 2000, is effective for ten years. Tennessee Hazardous Waste Management Regulations (Regulations) require that the facility submit the permit renewal application at least 180 days before the expiration date of the effective permit, unless permission for a later date has been granted by the Commissioner. On April 6, 2010, PCI requested an extension for the submittal of the renewal application from April 20, 2010 until August 20, 2010. Approval was granted on April 23, 2010. Subsequently, on August 6, 2010, PCI requested a second extension to submit the renewal application on September 30, 2010. Approval was granted on August 13, 2010. Although the current permit expires on October 16, 2010, timely submittal of the renewal application enables the facility to continue to operate under the current permit until another permit is issued or denied. Renewal of this permit will allow the facility to continue its operation for an additional ten years.

The permit renewal application also provides information on all solid waste management units (SWMUs) and Areas of Concern (AOCs) at the facility, including any previous or ongoing investigations or corrective actions for any releases of hazardous wastes or hazardous constituents. The conditions of this permit will require that any future and existing SWMUs or AOCs be evaluated for potential releases and remediation, as necessary. Requirements for Land Disposal Restrictions and Air Emissions Standards will also be included in the renewal permit.

As set forth in the Regulations, a complete permit application, consisting of a Part A and a Part B, must include certain text, drawings and other information adequate to demonstrate that the facility will comply with the various technical, administrative, and financial standards applicable to such a facility. Evaluation of the renewal application involves an in-depth review of the application materials by DSWM staff and subsequent correspondence between DSWM and the facility identifying and correcting any deficiencies in the submitted information. Once it determines the application is complete, DSWM will make a tentative decision to either grant or deny the permit and issue either a draft permit or a notice of intent to deny the permit. A draft permit would also include conditions regulating both the operational units and SWMUs and AOCs at the site. Public Notice will be given of this tentative decision, and the public will have at least 45 days to submit written comments on the draft permit/proposed action. A public hearing, if requested, may also be held to receive public comments within this public comment period. After considering the public comments received and making any appropriate revisions, the DSWM director will issue a final permit decision to either issue a final permit or terminate the existing permit. A Response to Comments will also be issued at that time.

Interested persons may view the renewal application at any of the following locations: TDEC's Memphis Environmental Field Office, Public Access Area, 8383 Wolf Lake Drive, Bartlett, TN 38133 (901-371-3000); TDEC's Nashville Central Office, 401 Church Street, Nashville, TN 37243-1535 (615-532-0780); and Millington Public Library, 4858 Navy Road, Millington, TN 38053 (901-872-1585). Normal state office hours are 8:00 a.m. to 4:30 p.m. on weekdays, excluding legal holidays.

Further information on this matter may be obtained by contacting: Mr. David Linder; Pollution Control Industries of Tennessee, LLC; 5485 Victory Lane; Millington, TN 38053 (901-353-5291). Also information, opinions, and inquiries may be directed throughout the permit review process to Ms. Angela Ivory; Treatment, Storage and Disposal Section; Division of Solid Waste Management; TDEC; 5th Floor, L & C Tower; 401 Church Street; Nashville, TN 37243-1535 (615-532-9267), fax 615-532-0886 or e-mail Angela.Ivory@tn.gov.

Persons wishing to be on DSWM's mailing list should request a Mailing List Request form by calling or writing: Public Participation Officer; Division of Solid Waste Management; Tennessee Department of Environment and Conservation; 5th Floor, L & C Tower; 401 Church Street; Nashville, Tennessee 37243-1535; phone 615-532-0798 or e-mail Solid.Waste@tn.gov.

TDEC is committed to principles of equal opportunity, equal access, and affirmative action. Contact the EEO/AA Coordinator at 1-888-867-7455 or the ADA Coordinator at 1-866-253-5827 for further information. Hearing impaired callers may use the Tennessee Relay Service (1-800-848-0298).

NOTICE ISSUED: November 10, 2010

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2018-2019**

Registrant: TRADEBE TRANSPORTATION LLC

ATTN: Louie Spiru
4343 KENNEDY AVE
EAST CHICAGO, IN 46312

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 053018550157A Effective: July 1, 2018 Expires: June 30, 2019

HM Company ID: 55690

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



TRADEBE™

Tradebe Environmental Services, LLC
1433 E. 83rd Ave., Ste. 200
Merrillville, IN 46410
Toll Free: (800) 388-7242

H. CERTIFICATE OF INSURANCE

Page 1 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Willis of Illinois, Inc.) and CONTACT NAME (Willis Towers Watson Certificate Center). Includes details for INSURER A, B, C, D, E, and F.

COVERAGES CERTIFICATE NUMBER: W9619697 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED

Table with 2 columns: CERTIFICATE HOLDER and CANCELLATION. Includes signature of Andrew Paris.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

am ID: 17287103

MARK: 1000423

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AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Illinois, Inc.		NAMED INSURED Tradebe Environmental Services, LLC 1433 E 83rd Ave, Suite 200 Merrillville, IN 46410 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC004703902 EFF DATE: 04/01/2018 EXP DATE: 12/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability & Professional Liab.-Claims Made	Each Occurrence Aggregate	\$15,000,000 \$15,000,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC0045637 EFF DATE: 04/01/2015 EXP DATE: 12/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Site Pollution Liability Claims Made - Covers IN, TN	Occurrence Aggregate	\$5,000,000 \$20,000,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC0045639 EFF DATE: 04/01/2015 EXP DATE: 12/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Site Pollution Liability Claims Made - Covers CT, MA, NY	Each Loss Aggregate	\$10,000,000 \$30,000,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC000096406 EFF DATE: 04/01/2016 EXP DATE: 12/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Site Pollution Liability Claims Made - Non RCRA Locations	Each Poll. Condition Aggregate	\$2,000,000 \$2,000,000

ADDITIONAL REMARKS:
 Non-Owned Disposal Site
 \$5,000,000/ \$10,000,000

Third Party Transportation
 \$5,000,000/ \$10,000,000



Additional Named Insureds:

- Tradebe GP
- Tradebe Capital Corporation
- Tradebe Environmental Services, LLC
- Tradebe Treatment and Recycling of Tennessee LLC
- Tradebe Industrial Services, LLC
- Tradebe Onsite Services, LLC
- Thunderbird Trucking LLC
- Tradebe Treatment and Recycling LLC
- Tradebe Treatment and Recycling Northeast, LLC
- Tradebe Treatment and Recycling of Bridgeport, LLC
- Tradebe Treatment and Recycling of Northborough, LLC
- Tradebe Treatment and Recycling of Stoughton, LLC
- Norlite, LLC
- Bridgeport Analytical Laboratory, LLC
- F.O.G. Services, LLC
- Tradebe Transportation, LLC
- United Industrial Services, Inc.
- Compliance Associates, LLC
- First Response, a Tradebe Company
- Tradebe Treatment and Recycling of Wisconsin, LLC
- Tradebe Treatment and Recycling of Nashville, LLC



FORM MCS-90 Revised 01/05/2017

OMB No.: 2126-0008 Expiration: 01/31/2020

USDOT Number: _____ Date Received: _____

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Endorsement for Motor Carrier Policies of Insurance for Public Liability
 under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to TRADEBE TRANSPORTATION LLC of INDIANA
(Motor Carrier name) (Motor Carrier state or province)

Dated at CHICAGO, IL on this 12TH day of DECEMBER, 2018

Amending Policy Number: BAP 1155419-00 Effective Date: 12-31-2018

Name of Insurance Company: ZURICH AMERICAN INSURANCE COMPANY

Countersigned by: *Kelly Cade*
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 2,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 800 382-2150

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8 , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101 ; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101 , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403 .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

I. HHW EVENT SAFETY PLANS AND PROCEDURES

Emergency Response Plan

Tradebe shall contain, control, and clean up any spills occurring during collection, packaging or storing HHW to protect the public health and environment. Our Safety, Spill and Emergency Plan is presented below.

Safety, Spill, and Emergency Plan

If any chemicals are spilled while Tradebe is on-site, Tradebe's Technical Field Personnel will serve as the initial emergency responders. Tradebe's field personnel are fully trained on the proper procedures for responding to small chemical spills and fires. Tradebe will keep the following information at the work site:

- Emergency Response Guidelines (Actions to be taken)
- Emergency Response Contacts and Telephone Numbers (Site Safety Plan)
- A Map to the nearest medical facility

Emergency Equipment

The following equipment will be available for an emergency response situation:

Internal Communication and Alarm System

Telephones should be located on-site within easy access of all areas where an emergency incident may arise. The telephone will be used in an emergency situation to call 911 and to communicate with the appropriate outside agencies.

Emergency Eye Wash

Emergency eyewash will be present on-site.

First Aid Supplies

First aid kits will be available on-site.

Fire Prevention System

Fire extinguishers will be present on-site and within easy access of all areas where an emergency incident may arise. All fire extinguishers are inspected on a regular basis and recharged annually.

Spill Kit

The spill kit will contain a broom, shovel, and absorbent material.

Emergency Response Guidelines

Unplanned releases fall into two categories: either an Incidental Release or an Emergency Response. Tradebe personnel will respond to incidental releases, nuisance spills, or minor releases of hazardous substances where the substance can be absorbed, neutralized, or otherwise controlled at the time of release. Incidental releases are limited in quantity, exposure potential, and toxicity and clearly do not present a significant safety or health risk to the personnel assigned to cleaning up the release.

Upon determining that the release is containable and controllable, the specified Tradebe Emergency Response Coordinator (ERC) will implement the following clean-up action plan. During clean-up procedures,

all reasonable measures will be taken to ensure that the fires, explosions, and releases do not occur, recur, or spread to other areas. A small spill includes drips and splashes that cover a small surface, area less than one square foot with estimated volumes less than one (1) pint.

A moderate spill includes splashes that cover a surface area greater than one square foot and with estimated volumes of less than one-half (1/2) gallon of material.

The following procedures will be performed by the Emergency Response Coordinator (ERC) and other trained Tradebe personnel in the event of an Incidental release.

1. Small fire
 - a. Stay upwind and out of low areas.
 - b. Eliminate ignition sources
 - c. Move the appropriate firefighting equipment to the area; extinguish the fire.
 - d. Using a shovel, transfer the spent material to a lined drum (or equivalent container) and seal the container.
 - e. Ensure that the recovered waste or contaminated material is properly stored in a container storage unit.
 - f. Decontaminate the area, equipment, and personnel.

2. Chemical Spill
 - a. Eliminate all ignition sources and secure the area.
 - b. Don the proper personal protective equipment.
 - c. Move unaffected chemicals out of the area, if no hazard is involved.
 - d. Contain the spill to prevent the spill from spreading. Use Damming Diking and/or absorbent materials to stop the spread of the spilled materials.
 - e. Absorb the spilled materials with absorbents, including Vermiculite, Ultrasorb, or spill pillows.
 - f. Using a broom and shovel, transfer the spent material to a lined drum (or equivalent container) and seal the container.
 - g. Ensure that the recovered waste or contaminated material is properly stored in a container in the storage unit.
 - h. Decontaminate the area, equipment and personnel.

3. Solvent or Oil Spills
 - a. Eliminate all ignition sources and secure the area.
 - b. Don the proper personal protective equipment.
 - c. Move unaffected chemicals out of the area, if no hazard is involved.
 - d. Contain the spill to prevent the spill from spreading. Use Damming Diking and/or absorbent materials to stop the spread of the spilled materials.
 - e. Absorb the spilled materials with absorbents, including Vermiculite, Ultrasorb, or spill pillows.
 - f. Using a broom and shovel, transfer the spent material to a lined drum (or equivalent container) and seal the container.
 - g. Ensure that the recovered waste or contaminated material is properly stored in a container in the storage unit.
 - h. Decontaminate the area, equipment and personnel.

The Emergency Action Plan shall be implemented in the event of the following situation:

1. Fire
 - a. The fire could generate the release of toxic fumes.
 - b. The fire could spread and ignite materials at other locations.
 - c. The fire could spread off-site.

- d. The use of fire suppressant materials could cause contaminated run-off.
2. Explosion
 - a. An imminent danger exists which could cause an explosion, resulting in extreme heat and gas generation.
 - b. An imminent danger exists which could ignite materials at other locations.
 - c. An explosion could occur which could release toxic fumes.
 3. Unplanned Release of Hazardous Waste
 - a. The release of flammable liquids or vapors could create a potential fire or explosion hazard.
 - b. The release could contain toxic liquids and/or fumes.
 - c. The release has the potential to contaminant air, soil, or surface water.

In the event of an emergency situation requiring the implementation of the Emergency Action Plan, the Emergency Response Coordinator (ERC) assumes the lead role in responding to the emergency and will call the 911 emergency number and implement site control and evacuation, if necessary. This of course includes local police and fire department emergency response personnel.

Transportation Spill Guidelines

In the event of an on-the-road spill or other emergency, the driver will follow these procedures:

- A. Remain in the unit and warn all pedestrians and motorists to stay away from the spill area. Point out to them the danger involved and have someone call the police or fire department.
- B. Upon the arrival of the police or fire department, the driver will inform them of what kind of material has been spilled and request the area be blocked off to both pedestrians and vehicles to prevent property damage or any serious personal injury. The driver will request the first responder, fire, or police personnel to protect the area while the driver reports to a facility Emergency Coordinator.
- C. The Emergency Coordinator will gather the following information from the driver and relay it to the National Response Center and the appropriate State agency
 1. Name of person reporting the incident.
 2. Name, address, and identification number of the transporter.
 3. Phone number where person reporting can be reached.
 4. Date, time, and location of the incident.
 5. The extent of injuries, if any.
 6. Classification, name, and quantity of hazardous materials, wastes involved, if such information is available.
 7. Type of incident and nature of hazardous materials/wastes involved, if such information is available.
 8. For each waste product involved provide:
 - a. Name and identification number of generator.
 - b. Product shipping, hazardous class and UN or NA number.
 - c. Estimated quantity of material spilled.
 - d. If possible, the extent of contamination to land, water, or air.
 9. Shipping name, hazard class, and identification of any other material carried.
- D. Specific actions to be taken at the scene of the spill are:

1. Containment - the critical problem is to prevent the escape of any spilled liquid or solid into the ground or into a storm or sanitary sewer. A barrier must be erected immediately to prevent the escape of spilled materials/waste liquids, using whatever material is at hand, even a dirt curb, to prevent the spread of the spill. Containment of solids will be dependent on wind and weather conditions. Use the tarpaulin in the vehicle or plastic (available at most supply stores), if conditions are wet and windy. Simultaneously, the sources of the spill or leak must be located and controlled, e.g., a drum plugged or taped, turned upside down.

The possibility of evacuation should be considered in the event of a major spill (e.g., a collision with another vehicle or a loaded trailer that is turned over, with subsequent container(s) rupturing). Major concerns involve ignitable wastes that may catch fire and possibly explode or generate toxic fumes. If fire threatens or actually occurs, personnel should be evacuated a distance of at least a half-mile as recommended by the Emergency Response Guidebook. If no fire threatens, and no container(s) has ruptured, a distance of 50 to 100 ft. should suffice.

If the shipping description is known (refer to the manifest) find the name in your Emergency Response Guidebook in the blue pages and turn to the Corresponding Guide Number (orange top page – last 1/3 of book).

If the shipping description is not known, check the placard on the vehicle for an “UN” or “NA” number, look up the number in the yellow pages and refer to the Corresponding Guide Number, or contact the generator of the waste for safety data.

2. Cleanup - with containment effected and the spillage source controlled, cleanup is the next step. If the spill is contained on an impervious paved surface, material should be absorbed onto a compatible material (e.g., sand, diatomaceous earth). Any of a number of commercial absorbent inert materials may be used, but make sure they are compatible with the waste and will not cause a reaction. If the spillage has reached earth, all contaminated dirt should be collected into drums or bags for disposal at an EPA approved site.

If any spilled waste has reached the ground, the contaminated soil will be removed. The extent of contamination will be determined by sampling the spill area. A qualified laboratory will analyze the sample. Sampling techniques, chain-of-custody requirements, and analytical methods will follow approved procedures such as those outlined in SW-846. Any soil exhibiting contamination above the local background level will be removed to an appropriate permitted disposal site.

EMERGENCY EQUIPMENT:

Each tractor carries the following emergency equipment stored in sturdy aluminum box:

- Gloves
- Goggles
- Slicker Suit
- Hazorb (4 pillows)
- Shovel
- Full-face Respirator
- Boots
- DOT Emergency response Guidebook
- Skin & Eye Neutralization Solution
- Emergency Reflective Triangles (3)



Each Tractor Also Carries:

- First Aid Kit
- Flares
- Ten (10)-pound ABC Fire Extinguisher

Two steps remain once the immediate emergency aspects of a spill have been taken care of:

Decontamination – a truck or trailer exposed to a leak or spill will be decontaminated at the site in order to prevent any further release to the extent that it can be transported (or move under its own power) to an authorized facility capable of further decontamination if necessary.

Equipment will be decontaminated in the following manner:

Each item used will be placed in an open head container and thoroughly rinsed with a compatible solvent or cleaning compound. The residue or wash water will then be drained into a tight head container, sealed, and disposed of in accordance with Federal and State Regulations at an authorized disposal site.

Clothing – Contaminated clothing will be placed with the cleanup residue and disposed of in accordance with Federal and State Regulations at an authorized disposal site. If clothing is reusable, then it will be decontaminated properly and the residue added to the other waste.

Notification – The Department of Transportation, Director of Hazardous Materials Registration, Materials and Transportation Bureau, Washington, DC 10590 will be notified, in writing, of the occurrence and nature of the incident and a copy will be submitted to the proper Environmental Management Facility.

Site Safety Plans

Tradebe will prepare a site-specific Safety Plan for the HHW Event. Tradebe will ensure the on-site employees are familiar with the approved Safety Plan.

J. HAZ CAT ANALYSIS SOP

TITLE: Hazardous Categorization of Unidentified Material.

FACILITY: East Chicago, Tennessee, South Carolina, Houston, Pittsburg, Kansas, Atlanta

DATE: 9/12/14

DATE LAST REVIEWED
 9-12-2014

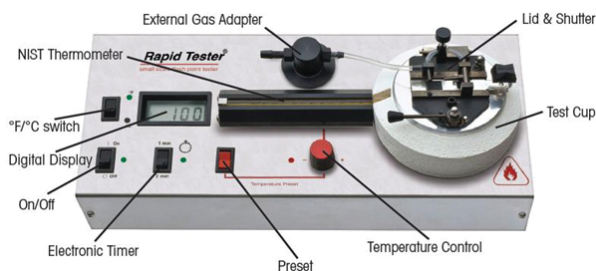
DATE LAST REVISED
 9-12-2014

BY: Sundeeb Playa

HAZ – CAT ANALYSIS

Material Needed: Sample Dishes, Disposable Pipettes, Wooden Tongue Depressors, 100mL Beakers, De-ionized Water, pH Paper, Potassium Iodide-Starch Test Paper (Oxidation Paper), EM Quant Test Strips for Cyanide, Lead Acetate Test Paper (Sulfide), & Peroxide Strips.

1. Sample Number: Ensure ALL containers to be assayed are numbered and that the number will not come off the container. Use a two character pre-code before the sample number.
2. Physical Description: Ensure there is a Physical Description for each container assayed. For example, Liquid, Solid, Sludge, etc... Draw a few millimeters with disposal pipette or a few grams with the wooden tongue depressor into a sample dish.
3. Peroxides: Utilize the Peroxide Strips. *You will need to assay for peroxides prior to the Flash Point Determination step.* Most peroxide formers are alcohol compounds and the liquid is originally clear. A sign that there are potential peroxides is that the liquid starts to turn light cloudy color. If these signs are present, analyze for peroxides. If there are peroxides present and the concentration is greater than 80ppm, you will need to reduce its concentration (***YOU MUST CALL YOUR SUPERVISOR OR HIGH HAZARDOUS MATERIALS PERSON BEFORE YOU ATTEMPT TO DO THIS. YOU MUST ALSO HAVE TRAINING REGARDING THIS PROCESS PRIOR TO EXECUTING THIS PROCEDURE.***) Please refer to your field guide for peroxide forming compounds.
4. Flash Point determination: Cannot determine Flash point without Flash tester. Flash test can only be performed in Lab. **DO NOT PERFORM FLASH TEST AT CUSTOMER SITE.** Please see the diagram below of flash tester used in Tradebe Labs.



5. Air Reactive: You will be able to determine this when you open the container. If reaction occurs then close the container immediately. The test will be considered positive for air reactivity, therefore this will eliminate any further testing of this material.

6. Water Reactive: Draw up a few millimeters of de-ionized water into the disposable pipette and drop one drop into the sample dish prepared in step 2. Record results.
7. pH: Utilizing pH paper, record pH if sample is liquid. If sample is solid, utilize de-ionized water and attempt to get solid into solution. Record pH determined via pH paper. **If pH result is acidic then this will eliminate testing for cyanides/sulfides.**
8. Oxidizer: Use the potassium iodide-starch test paper to determine if material is an oxidizer. Strip will turn black if material is positive for oxidization. Sometimes the aqueous column rising on the ox-paper will have a black line traveling up the paper. This is a sign for positive oxidization.
9. Cyanides: Utilize the EM Quant Test Strips for Cyanide kit. The instructions of analysis are in the kit and on the container that holds the test strips. You will need to analyze for cyanides if the pH is 7 or greater. Use the sample from step 8. Record results.
10. Sulfide: Utilize same sample from step 8 and analyze for sulfides using the Lead Acetate Test Paper if the pH is greater than or equal to 7. The paper will turn black if positive. Record results.
11. Radioactive: Utilize the Technical Associates model TBM-3S radiation detector. First, determine battery effectiveness by turning dial to "BAT" and read the dial. Set dial to "x1" and scan material. Normal background level for Memphis & East Chicago is 4-7 & California is 6-9. **If the material causes any level greater than normal background reading, Tradebe will NOT be able to take this material.** If the level goes above the action level of 12 for any Tradebe sites, notify your supervisor or high hazardous materials person. If the action level reads above 20, you will need to have the Generator rope off an area 360 degrees around the material at a distance where the reading is less than 20 micro R/hr.
12. Notes:
 - A. Segregate material according to its analysis. For example, corrosive material with corrosives, oxidizing material with oxidizers and flammable material with flammables, etc.... It is essential that you segregate according to DOT standards.
 - B. DOT shipping names: You will need to ship material under a DOT shipping name corresponds to the analytical performed. For example, if the material is liquid and acidic use UN3265; if material is solid/liquid and is not corrosive and is negative for all other analysis use UN2810 or UN2811 accordingly. For example a material that does not carry RCRA codes (ZPH),
UN2811 Toxic Solids, Organic, NOS 6.1, PGII
 - C. Process codes for unidentified material will be ZP for material that carries RCRA codes and ZPH for material that does not carry RCRA codes.
 - D. Make three copies of Haz Scan form. Send 1 copy with manifest, 1 copy on drum, and 1 copy in drum.

EXHIBIT 1

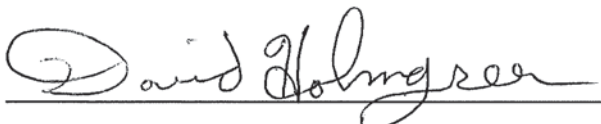
If your company meets the minimum requirements as listed in this RFP under Section I., **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include copies in all hard copy responses (Include one in the Original and each of the hard copy Proposal responses) along with a copy in the USB Drive. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the "ESSENTIAL QUALIFICATIONS AND EXPERIENCE" requirements as outlined. I declare that our company, Tradebe Environmental Services, LLC meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

David Holmgreen was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section IV., **B. 2. for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.



Authorized Company Representative

5/1/2019

Date

REQUEST FOR PROPOSALS

City of Lincoln and Lancaster County Hazardous Waste Services RFP 19-103

Issue Date: Friday, April 19 , 2019

Closing Date and Time:
Wednesday, May 8, 2019 at 12:00 p.m. (CST)



City of Lincoln | Lancaster County Purchasing
Suzanne Ideus, CPPB
Assistant Purchasing Agent
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

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GLOSSARY OF TERMS

Note: In the event of a conflict of definition of terms between the Glossary of Terms and language contained within the Request for Proposal document (RFP), the RFP language shall take precedence.

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the Owner or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement to the originally published information.

After Receipt of Order (ARO): After Receipt of Order – Begins when the successful Contractor receives either an executed Contract or a Notice to Proceed (NTP) after a contract has been executed by all parties.

Agencies: The City of Lincoln and Lancaster County and also shall also include very small quantity generator event participant.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a contract document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Attachment: Proposal specifications that are additional work to be included as part of the Contract services.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in Ebid. The Owner reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part. The Owner reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

Best Value: A determination made through the evaluation of responses using factors in addition to price to identify the highest ranked, responsible and responsive Proposer who has the best offering for the Owner.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the proposer will not withdraw the bid.

Bidder: A proposer who submits an offer in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity.

Business Day: Any weekday, except Owner-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and holidays.

Cancellation: To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

City: Shall mean City of Lincoln, Lancaster County, Nebraska.

City/County Ebid System: The internet-based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the City document titled "Contract Documents" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: Language outlined in the contract documents that delineates the start and end dates of the contract performance period and may also include information regarding any optional renewals.

Contract Services: Services to be provided by Contractor as required by Contract.

Contractor: The firm, entity or company awarded the contract to furnish identified hazardous waste services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Cost: See Price/Cost.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the contractor.

Default: The omission or failure to perform a contractual duty.

Department: A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Essential Qualifications and Experience: Information provided in Section I. of this RFP that describes the minimum qualifications and/or experience necessary to be deemed eligible for consideration in the evaluation process and/or receive a contract award.

Evaluation: The process of examining an offer after opening to determine the proposer's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Gross Volume: Volume totals of exterior container.

Gross Weight: Total weight without deduction.

HHW: Household Hazardous Waste

Installation Date: The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owner with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

LLCHD: Shall mean Lincoln-Lancaster County Health Department, Lincoln, Nebraska.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Mobile Collection Site: Temporary collection sites where household hazardous waste or VSQG collection events take place.

Mobilization Services: Services related to picking up waste in packaging, characterization, and recycling or disposal services. This includes transportation and associated costs to and from a waste pick-up location to the destination disposal facility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

NDEQ: Nebraska Department of Environmental Quality.

Negotiation Committee: Committee appointed by the requesting agency that advises and assists the Purchasing office in negotiating a final scope and fee based on offers made in response to written solicitations.

Net Volume: Volume totals after bulking. Does not include void or expansion space.

Net Weight: Weight of waste only with a one pound minimum.

Non-Responsive: A classification of the Proposer that occurs when the Request for Proposal (RFP) response fails to conform to the substantive requirements of the solicitation and/or does not provide information material to evaluation and/or award eligibility.

Notice to Proceed: A written notice sent to the awarded Contractor stating that work may commence on a certain date, following the complete execution of the contract.

Not-Responsible: A classification of the Proposer that occurs when the respondent does not demonstrate the necessary qualifications, experience, capabilities, acceptable past performance, reputation and/or yield favorable information from references to meet the required standards necessary to be eligible for a contract award.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the **process** is purchased back.

Owner: City of Lincoln and Lancaster County.

Participant: All households and small businesses (VSQGs) in Lancaster County.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract.

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Price/Cost: The cost for performing duties according to the terms of the proposal and subsequent contract as proposed by the Proposer at time of RFP submission. Price may be negotiated following a recommendation of the Selection Committee. Price is an evaluation factor and is not evaluated by the Selection Committee with the other qualification factors. Price is normally submitted in a separate envelope and is completed according to the Cost Proposal Sheet included in the RFP documents.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: The offer submitted by a proposer in a response to a written solicitation.

Proposer: Company submitting a proposal to an RFP issued by the City/County Purchasing Department.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Public Proposal Opening: The process of unsealing written proposals and closing the RFP in Ebid at the time specified in the written solicitation.

Quasi Government: Agency Volunteer Fire Department, Educational Institutes, Red Cross, etc.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation for obtaining competitive offers utilizing qualifications and costs.

Responsible Proposer: A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Proposer: A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

Selection Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owner, officers, managers, employees, legally disinterested persons, and sub-contractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or distributor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

VSQG: Very Small Quantity Generator

Will: See Shall/Will/Must

Work Day: See Business Day.

I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

A. PROJECT OVERVIEW:

The City of Lincoln and Lancaster County hereinafter called Owner(s) is requesting qualified contractors to submit proposal responses for “City of Lincoln and Lancaster County Hazardous Waste Services”. This scope includes needed hazardous waste services and supplies associated with Lincoln’s Hazardous Waste Center, other city/county agencies in addition to mobile household hazardous waste (HHW) collection events, very small quantity generator collection events and home-based pick-up services in Lincoln and Lancaster County.

The Owner intends to select a Contractor based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and cost-effective methods.

The successful contractor(s) will be responsible for remaining on established schedules for all services rendered to meet the proposed schedule for the project deliverable(s).

B. PROJECT/BACKGROUND INFORMATION:

The City of Lincoln and Lancaster County Hazardous Waste Services scope encapsulates all services and identified supplies in support of the new Lincoln’s Hazardous Waste Center that serves both city/county agencies, households, and small businesses. Services also include mobile household hazardous waste collection events, limited home-based services/pick-ups for seniors and home-bound residents, along with a limited array of hazardous waste management supplies. The City of Lincoln has been coordinating hazardous waste services in the city and county for over 30 years.

C. RFP DOCUMENTS

Proposers are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

Important Documents or Available Information:

Attachment A - Hazardous Waste Handling Instructions
Attachment B - 2018 Household Hazardous Waste Services Brochure
Attachment C – Items and Tasks Provided by Owner
Attachment D - Waste Shipment Documentation Pack Example

E. CONTRACT PERIOD

The contract shall be for a period of one (1) year from the date of contract execution with the option for three (3) additional one (1) year renewals if mutually agreeable between both parties.

F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

The Owner is seeking a contractor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed ALL the essential qualifications listed, your company is advised to not proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands and meets the minimum qualifications is to be included in your Proposal submission – see “[EXHIBIT 1](#)”. Complete the form, print and include in the proper areas of the RFP response as requested in the submission instructions outlined in Section IV. Failure to include “**EXHIBIT 1**” in your proposal submission may result in your company being deemed as “Not Responsible” and disqualified from consideration. Meeting the minimum essential qualifications and experience are required elements to be deemed responsible.

1. Ten (10) years of environmental compliance history for all entities and facilities that will provide services associated with the contract services (documentation to be included in Tab 4). Shall have the ability to limit transportation of such waste to not exceed five (5) facilities per waste stream.
2. Proposing company has ability to perform the **all** essential services as outlined in herein the RFP and related bid documents without reliance on utilization of sub-contractors. *(Note: This qualification is not intended to disallow the usage of a sub-contractor. If elements of work by sub-contractor would be beneficial and/or necessary, then it would be subject to prior approval by the Owner.)*
3. Capability for services offered (on-site) to accept, manage, and profile common hazardous waste types, including but not limited to, pressurized containers, asbestos, dioxins, mercury, mercury compounds and lighting waste, a variety of pesticides, herbicides, wood preservatives, wastes containing polychlorinated biphenyls (PCBs), organic solvents, adhesives, dirty fuels, polishes, waxes, stains, varnishes, paint thinners, paint stripper, oil and solvent based paints, automotive refrigerants, partially filled and full aerosol cans, small compressed gas containers, and unknown chemicals, substances and materials. (Examples of common types can be viewed in Ebid – See Attachment D.)
4. Ability to coordinate mobile collection and on-site events at various locations within the City of Lincoln and Lancaster County.
5. Proposer will hold all current necessary licenses and permits for managing hazardous waste and exempt hazardous waste in compliance with all applicable federal, state, and local laws and regulations.

This RFP invites qualified proposers to submit responses for accomplishment of the items of work described in **Section III. PROJECT INFORMATION.**

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the proposer's competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

II. PROCUREMENT PROCEDURE

A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all proposers and encourages minority businesses and women's business enterprises to participate in our bidding process.

B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where price is not the sole determinative factor; also, the Owner has the flexibility to negotiate with a select proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview(s) with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

D. PROPOSAL PROCEDURE

A Proposer must complete both steps directly below to create an RFP submission.

- 1) Proposers shall respond electronically to all attributes and addendums as required using the City/County Ebid.
- 2) All components of the written response shall be mailed or delivered to the office of the Purchasing Division and/or attached in Ebid as instructed.

Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in this document.

Proposed prices shall be submitted on the **ATTACHMENT 1 – COST PROPOSAL** with backup documentation on company letterhead in a separate envelope marked "COST PROPOSAL". COST PROPOSAL envelope must be submitted at the same time as the written proposal if the specifications indicate that price will be evaluated as part of the award criteria.

Proposal response submitted by a Proposer other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a proposal for a company, corporation, or other organization must show evidence of his/her authority to bind such company, corporation, or organization.

Written and/or Ebid Proposals received after the date and time established for receiving offers will be rejected.

E. PROPOSER'S OFFER AND REPRESENTATION

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of one hundred and twenty (120) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

F. INDEPENDENT PRICE DETERMINATION

By signing and submitting this RFP, the proposer certifies that the proposal and prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the proposal and prices which have been submitted in this offer have not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or proposer to submit, or not to submit, a response for the purpose of restricting competition.

G. PROJECT TIMELINE

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	April 19, 2019
Pre-Proposal Meeting	N/A
Last day to submit questions for clarification	April 26, 2019 5:00 p.m. CST
Proposal Submittal Deadline	May 8, 2019
Evaluation period	May 9 through May 14, 2019
Short-list Notification (If applicable)	Week of May 20, 2019
Interviews (If applicable)	Week of May 27, 2019
Final Selection	Week of May 27, 2019
Scope of services, negotiations and fee	On or around May 30, 2019
Contract Execution	On or around June 28, 2019
Deliverable Due Date(s) and/or Implementation Start Date	Per Event Schedule and on an as-needed basis.

H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Proposals must be submitted via a written response AND an electronic Ebid response no later than 12:00 Noon on **Wednesday, May 8, 2019** or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given.**

Proposer shall submit a total of **five (5)** identical hard copy proposals. Label one (1) as the “Original” and each of the other proposals as “Copy”. Include **one (1) USB drive** containing all components that comprise the entire submission. The packaging shall be clearly marked with the following information [RFP 19-103, City of Lincoln and Lancaster County Hazardous Waste Services].

Cost is evaluated independently from all other submittals; therefore, provide one labeled as the “Original” and **five (5)** identical hard copies of “**ATTACHMENT 1 – COST PROPOSAL**” in a **separate SEALED envelope** marked “Cost Proposal” that shall represent ALL costs that would be incurred by the Owner for your products and services. A separate electronic file for “**ATTACHMENT 1 – COST PROPOSAL**” is to be included within the USB drive.

Proposer must complete the **ATTACHMENT 1 – COST PROPOSAL** in the format provided. Detailed pricing information shall be noted on a separate sheet written on company letterhead and included in the sealed Cost Proposal envelope.

- 1) Cost proposals are to include all necessary charges to result in the “Total Cost” that will achieve full functionality and/or completeness of a project, even if all items are not listed within the form provided. Proposers shall still submit the cost in the format as requested. Additional fees that cannot be reflected in the total price must be clearly noted with an explanation/method for how such additional fees are

calculated to ascertain the true "Total Cost". Depending on how additional costs/fees apply, they may be added to the "Total Cost" stated in "Attachment 1 – Cost Proposal".

- a. Proposers are to review "Attachment 1 – Cost Proposal" for specific completion instructions.

All hard copy documents that comprise the RFP response shall be delivered or sent to the address directly below on or before the deadline for submissions:

Suzanne Ideus
City of Lincoln Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Proposer must be registered on the City/County's Ebid site to respond to the above RFP.

1. To register, go to the City of Lincoln website www.lincoln.ne.gov
2. Type "bid" in the search box, click on the "Supplier Registration" and follow the instructions to complete the registration.

Proposer must also complete and submit the electronic portion (Attributes and Line Item section) of this proposal in Ebid. Electronic submittal must be submitted before on or before the closing date and time of this RFP. Failure to submit **both** a written and electronic response will result in the rejection of the proposal.

ALTERNATE PROPOSALS

No Alternate Proposals will be accepted for this project.

I. PROTECTION OF PROPRIETARY AND TRADE SECRET INFORMATION

Data contained in any proposal or bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln. Upon receipt of any Submission by the City of Lincoln and/or Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln and/or Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln and/or Lancaster County may include the entire proposal or response. The City of Lincoln and/or Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Proposer/Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507.

Any and all information the Proposer/Bidder wishes the City of Lincoln and/or Lancaster County to withhold from public disclosure must be submitted in a sealed package which:

1. Is separate from the remainder of the Submission;
2. Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the outside of the package;
3. Individually identifies each separate page as confidential;
4. Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage **and** serve no public purpose.

FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER/PROPOSER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS. NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln and/or Lancaster County will provide the bidder/proposer with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Proposer/Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Proposers/Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Proposer's/Bidder's cost proposals may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Proposer/Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other proposers/bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:
Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Proposers/Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

J. COPYRIGHT AND POSTING WAIVER

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, it shall be implied that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

To facilitate public postings, except for proprietary information, the City of Lincoln/Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City of Lincoln/Lancaster County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City of Lincoln/Lancaster County, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

K. RFP CLARIFICATION AND ADDENDA

Clarification and Question Procedures

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed below no later than the last date for questions as indicated in Section (II)(G) stated herein this document, unless deadline is revised and extended via Addendum.

All inquiries requesting clarification, interpretations and/or deviations regarding the Request for Proposal or other related documents shall be submitted in writing, via email, **during** the clarification period to the contact name listed below at the City/County Purchasing office:

Name: Suzanne Ideus
Department: City/County Purchasing
Email: SMIdeus@lincoln.ne.gov

These inquiries and/or responses shall be distributed to prospective proposers electronically as an addendum via Ebid.

All inquiries regarding the submission of the proposal through Ebid or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be issued electronically via addenda in Ebid. It is the Proposer's responsibility to review all Addendums issued prior to bid response.

Oral interpretations/changes to the RFP and related documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Addenda procedure:

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the Request for Proposal and related documents by addition, deletion, clarification or correction.

No addendum will be issued less than five (5) calendar days prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall verify addendum receipt electronically in Ebid prior to RFP closing or RFP may be rejected.

L. PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this RFP.

M. PRICES

Prices quoted on "**Attachment 1 - Cost Proposal**" form shall remain fixed for the first two years of the contract period. Any request for a price increase after the two years shall not exceed 3 % of the previous Contract period and must be submitted in writing to City/County Purchasing a minimum of 90 days prior to the end of the current contract period and be accompanied by documentation justifying the price increase. This shall include a revised cost proposal and related documentation. Further documentation may be required by the Owner(s) to justify the increase. The Owner(s) reserves the right to deny any requested price increase. No price increases are to be billed to any Owner/Department prior to written amendment of the contract by the parties.

N. WRITTEN CLARIFICATIONS

Formal request(s) for written clarification may be made to one or more Proposers during the written evaluation period which are specific to an individual Proposer.

Written clarifications are intended to occur prior to any oral interviews being held and will outline the specific elements of the RFP response. The purpose of obtaining written clarification is to assist the Selection Committee members in determining if the RFP response submitted meets the RFP requirements and if the Proposer will move forward in the evaluation process. If deemed necessary, written clarification requests may also occur after Oral Interviews.

Such requests shall be provided to the Proposer through a written request for clarifications, sent via email, and will detail the specific items of the RFP response requiring clarification.

Failure of a Proposer to submit the written clarification response with all the information requested by the date provided in the written request, may result in the Proposer being deemed non-responsive and exclude the Proposer from receiving further consideration of their RFP response.

O. ORAL INTERVIEWS

The Owner may determine after the completion of the Written Evaluation and any necessary written clarifications that oral interviews/presentations and/or demonstrations are required to determine the successful Contractor.

In the event interviews are conducted, all proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact those short-listed proposers to schedule interviews.
2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process will allow the proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer's key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the proposer, but the owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Once the oral interviews/presentations and/or demonstrations have been completed the Owner reserves the right to make an award without any further discussion with the proposers regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the proposer and will not be compensated by the Owner.

The Owner will contact the awarded contractor, by email, after all the interviews have been completed and the Owner has had sufficient time and information to discuss and rank the proposers.

P. AWARD AND NEGOTIATIONS

The resulting contract from this RFP will be awarded to the Proposer who has been deemed responsible, responsive to the requirements outlined herein, received the highest-ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

Such determination that identified the highest ranked proposer offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV.** and, proposers' performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the “written evaluation” without holding oral interviews. Whereby, the scores from the “written evaluation” shall be the final ranking of the best qualified proposer.

The Owner reserves the right to seek additional information from Proposers through various methods such as, but not limited to, multiple rounds of Oral Interviews, demonstrations, written clarification, information, and research at various stages of the process for the Selection Committee to make a final decision. All awards will be made in a manner deemed in the best interest of the Owner.

The successful Proposer shall receive information from the Owner and/or meet with Owner’s Representative(s) to negotiate an initial detailed work plan, finalize the scope of services and the Cost Proposal.

If the Owner is unable to arrive at an agreement with the top ranked proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked proposer. Contract to be executed will be based on a Cost Proposal/Fee Schedule with a “not to exceed total” for total expenditures agreed upon in negotiations.

Q. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Proposer shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

R. ETHICS IN GOVERNMENT CONTRACTING

The Owner reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process.
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state or federal entity.
4. Submitting a proposal on behalf of another party or entity.
5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP or prejudice the Owner.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Proposer must include any deviations from the RFP and the proposed replacement language on company letterhead and attach to the section as required in the Submittal portion outlined herein. Failure to include deviations will be interpreted to infer that Proposer agrees to all terms as outlined in the Specifications and RFP documents with no deviations.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the Proposer may result in the Proposer being deemed “Non-responsive” and rejection of the RFP response.

T. ANTI-LOYBBYING PROVISION

During the period between the advertised date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

U. SITE VISITATION

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites except for a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

V. REFERENCE CHECKS

By submitting a proposal in response to this RFP, the proposer grants to the Owner the right to perform reference and/or credit checks to verify characteristics, such as but not limited to experience, skills, reputation, judgement and/or the capacity to perform the contractual obligations resulting from this RFP. The Owner shall use the submittals requested in Section IV. of this RFP (Summary of Proposer's Experience) as references. Further, the Owner reserves the right to request additional information related to experience and financial documents if deemed necessary to ascertain the Proposer's ability to meet the requirements outlined herein and in other related RFP documents.

Unsatisfactory information obtained from any references and/or credit checks performed may be grounds to reject a proposal, withdraw an Intent to Award or rescind the award of a contract. A proposer may not use work performed for their own company as a reference to substantiate performance.

W. AWARD NOTIFICATION

Notification will be sent via email to proposers who were included on correspondence and/or registered under the code used. The successful Contractor will receive a notification, via email, advising the details of their award along with preliminary instructions. All non-successful proposers, who received correspondence on this RFP, will receive email correspondence notifying they did not receive an award.

X. DEBRIEFING

The Owner does not provide verbal or written debriefing sessions regarding any part of the RFP solicitation process.

Y. ENTIRE AGREEMENT

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of Ebid.

III. PROJECT INFORMATION

Proposers are to review this section, prepare and submit a “Technical Proposal” outlining detailed responses to items **A. through E.** listed below. Submittals within **TAB 2** of the Proposal response shall correspond with this information.

A. PROJECT ENVIRONMENT & REQUIREMENTS

1. SCOPE OF WORK

Primary requirements of this work include providing hazardous waste packaging, pick-up, transportation, and recycling or disposal services and identified supplies for Lincoln’s Hazardous Waste Center and City and/or County departments and agencies (for example: LLCHD Storage facility, Transportation & Utilities, Parks and Recreation, City/County Maintenance Shops, etc.) upon request. Beyond general hazardous waste services, the following needs are included in the scope of work:

- a. Mobile Household Hazardous Waste Collection Events Contractor will provide annual hazardous waste services for 3-6 mobile household hazardous waste collection events which may include medium to large events in the City of Lincoln along with smaller appointment-only or rural-based events. This includes mobilization/demobilization, hazardous waste packaging, transportation, and recycling/disposal services.
- b. Very Small Quantity Generator Collection Services Contractor shall provide turn-key hazardous waste services for 2-4 Very Small Quantity Generators (VSQG) collection events at Lincoln’s Hazardous Waste Center. This includes oversight for the receiving, packing and transportation of waste collected.
- c. Homebound Services Contractor will provide limited hazardous waste services for 4-10 identified and eligible homebound residents/senior citizen pick-ups in conjunction with services provided to Lincoln’s Hazardous Waste Center or mobile Household Hazardous Waste Collection Events.

Generator mailing address for these events will be; LLCHD (Owner), 3131 O Street, Lincoln NE 68510.

2. PROJECT ENVIRONMENT

Hazardous waste services and supplies will be delivered at Lincoln’s Hazardous Waste Center, at mobile household hazardous waste collection sites, and at a limited number of waste pick-ups from residential and commercial locations in Lincoln and Lancaster County. Hazardous waste management supplies will be delivered upon request to designated sites (e.g. Lincoln’s Hazardous Waste Center, mobile collection sites, etc.)

3. PROJECT REQUIREMENTS

Contractor will provide hazardous waste services that include packaging, pick-up, transportation, and recycling or disposal services and supplies for Lincoln’s Hazardous Waste Center and City and/or County departments and agencies. The following project requirements and related activities include:

a. **Mobile Household Hazardous Waste (HHW) Collection Events**

The Contractor and their staff **shall** meet and be responsible for **each** of the following requirements, furnish all necessary equipment, materials and corresponding documentation as indicated herein:

- i. Provide hazardous waste packaging, pick-up, transportation, and recycling or disposal services for Lincoln and Lancaster County participants in connection with mobile household hazardous waste collection events.
- ii. Provide all necessary trained personnel, materials, equipment, labor, and supervision for all work as identified in Scope of Work.
- iii. Perform tasks including, but not limited to: receiving waste from households, waste identification, profiling all waste, segregating waste into appropriate hazardous categories, implementing waste minimization best practices (e.g., bulking waste) lab

- packing, waste shipping and labeling waste, providing packing lists, manifesting waste and general site clean-up.
- iv. Assist Owner's staff with unloading participants vehicles in the event heavy public participation occurs during collection hours.
 - v. Be prepared to perform all services of a collection in the event that Owner's staff is responding to an emergency in the community (i.e. tornado, flood, large hazardous materials response, etc.).
 - a) Provide a six (6) to eight (8) person team per site plus supplies, equipment, packing materials, and any other items necessary.
 - b) Include movement of a two (2) to four (4) person team per site plus supplies, equipment, packing materials, and any other items necessary for smaller HHW county collection events and home-based removals.
 - c) Provide qualified personnel for two (2) hour set up and two (2) hour decommission of the mobile collection event for a total of ten (10) hours, excluding breaks and lunch.
 - d) Provide tent(s) of sufficient size for Contractor to pre-sort, test and pack collected waste materials and prevent run-off from chemical handling areas in the event of precipitation. Tent(s) must be constructed to withstand winds 25 to 30 miles per hour, material free from tears, durable poles (not bent), and anchored for safety.
 - e) Provide necessary portable emergency, spill containment and first aid supplies to ensure a safe event. These items are required to be at each temporary collection site.
 - f) Ensure environmental compliance reporting and record-keeping by submission of the uniform hazardous waste manifests detailing shipment of waste.
 - g) Submit a written and/or electronic Waste Analysis Plan if requested within 30 calendar days.

b. Very Small Quantity Generator (VSQG) Hazardous Waste Collection Events

The Contractor and their staff **shall** meet and be responsible for **each** of the following requirements, furnish all necessary equipment, materials and corresponding documentation as indicated herein:

- i. Provide hazardous waste packaging, pick-up, transportation, and recycling or disposal for Very Small Quantity Generators (VSQG). These small business services may be in conjunction with a mobile Household Hazardous Waste Collection Event and shall be (5) to eight (8) hours in length.
- ii. Be responsible for providing all price quotes to the VSQG on their hazardous waste fees, any testing that may be required, payment to cover the cost of mobilization/demobilization, hazardous waste packaging, pick-up, transportation, and recycling or disposal services.
 - a) Labor associated with this event will be between the Contractor and the VSQG.
 - b) Provide all necessary personnel, materials, equipment, labor, and supervision for all work defined in this scope of work.
 - c) Provide two (2) separate scales at all VSQG events, a large pallet scale capable of weighing up to 5,000 pounds and a small desktop scale capable of weighing small items up to 400 pounds.
 - d) Be responsible for setting up appointment times and informing the VSQ/small business of location and cost to participate in the event.
 - e) Perform tasks including, but not limited to: profiling all waste, receiving waste from businesses, waste identification, segregating waste into appropriate hazardous categories, waste minimization e.g., bulking waste, lab packing waste, shipping and labeling waste including packing lists, manifesting waste and general site clean-up.
 - f) Collection of payment from the VSQG/small business on the day of the event.
 - g) Make all arrangements made for payments will be between the VSQG and the Contractor.
 - h) Pay any and all fees, charges and/or invoices that occur from VSQG participation at the event.
 - i) Sign the Uniform Hazardous Waste Manifests and associated documents at the VSQG events and retain for no less than three (3) years, and if requested, submit a hard copy to the Owner within 30 calendar days.

- j) Provide a copy of all manifests, CDs and any other documents needed for environmental compliance, record-keeping and grant reporting purposes to the Owner.
- k) Any waste testing, profiling, inventorying, or other sampling required to ship waste will be determined at the time the Contractor contacts the VSQG.
- l) Packaging, transportation, and recycling or disposal of hazardous wastes for any collection activities.

c. Homebound Hazardous Waste Collection Services

Movement and labor charges for straight truck, driver and chemist for packaging and manifesting four (4) to ten (10) household pick-ups in conjunction with and not in conjunction with Mobile Household Hazardous Waste Collection event(s).

d. General Requirements for Contractor for all contractual services provided in the Scope of Work and the resulting Contract Agreement.

- i. Shall be conducted in full compliance with all applicable current federal, state, and local laws and regulations.
- ii. Refrain from utilization of sub-contracting for services rendered, including but not limited to, transportation and disposal services, as part of the contract, unless receiving prior written approval from the Owner

e. Waste Management Standards and Protocols

The Contractor and their staff must adhere to each of the following requirements, standards, protocols and furnish all necessary equipment, materials and corresponding documentation as indicated herein.

- i. The following is the preferred disposal hierarchy for all waste materials collected; reuse/repurpose; recycle; reclaim (metals/polymers); burn as alternative fuel or fuel supplement; chemical or physical treatment (not including stabilization then land filling); incineration; and chemical landfill disposal.
- ii. Coordinate mobile and on-site events to collect common hazardous waste types collected, including but not limited to, pressurized containers, asbestos, dioxins, mercury, mercury compounds and lighting waste, a variety of pesticides, herbicides, wood preservatives, wastes containing polychlorinated biphenyls (PCBs), organic solvents, adhesives, dirty fuels, polishes, waxes, stains, varnishes, paint thinners, paint stripper, oil and solvent based paints, automotive refrigerants, partially filled and full aerosol cans, small compressed gas containers, and unknowns.
- iii. Guarantee that waste will not be landfilled without specific written pre-authorization by Owner and in such case must be landfilled in a Subtitle C landfill.
- iv. Characterize, package and transport waste at contractual services sites and/or the mobile household hazardous waste collection site(s).
 - a) A predetermined waste profiling system can be used to assist in the characterization of the waste.
- v. Characterize and accept unknowns at the mobile collection site(s) or contractual services.
 - a) A hazcat plan shall be used.
 - b) A copy of the hazcat plan shall be provided.
- vi. Approve waste streams on-site for any and all waste streams in this contract.
 - a) A list of wastes that cannot be profiled at a mobile collection site(s) shall be provided.

- vii. Contractor and on-site Chemist(s) shall consult with Owner's staff and obtain approval prior to making decisions regarding whether or not to accept waste materials and whether or not materials are hazardous or non-hazardous (meaning that they could be disposed of in local municipal landfill or by pouring into the sanitary sewer).
- viii. Profile and have pre-approval for various common wastes and waste streams saves time and effort during the mobile collection events and during on-site pick-up at Owner's facilities.
- ix. Allow Owner full access, via the internet, to view waste profiles and then provide sufficient time for Owner to access information and grant subsequent written or electronic approvals for wastes to be shipped in advance of the contractor's arrival.
 - a) Profiles shall remain active for the length of the contract and shall not expire or require re-submittal each time Owner ships waste.
 - b) Wastes collected at mobile collection event site(s) or on-site facilities are to be packaged according to Department of Transportation (DOT) specifications, loaded onto Contractor vehicles, and transported from the mobile collection event and on-site(s) at the end of each activity by the Contractor.

f. Waste Management Handling Requirements

- i. The Contractor and their staff **shall** meet and be responsible for **each** of the following requirements, furnish all necessary equipment, materials and corresponding documentation as indicated herein:
 - ii. Contractor shall use only recycling or disposal facilities that are located in the United States unless prior authorization is provided by Owner.
 - iii. Bulk package liquid waste material, such as those acceptable for fuel blending, recycling, or direct injection incineration.
 - iv. Submit Standard Operating Procedures for the bulking of liquids, including paint, at the mobile temporary collection site(s).
 - v. Provide a written narrative describing handling, treatment, and disposal methods for each different waste material type collected.
 - a) If wastes are repackaged, bulked, consolidated or treated in any way prior to the final disposal destination, these occurrences shall be described in detail in the narrative.
 - vi. Include in narrative a process description for the recycling of each waste type collected.
 - a) Include the name, address, and EPA ID number of the facility providing services.
 - vii. List all waste types that are unacceptable and that cannot be shipped for disposal directly from any listed contractual services (e.g. Lincoln's Hazardous Waste Center, a mobile collection site(s), etc.) and will provide transportation of such waste to the City of Lincoln hazardous materials storage facility.
 - a) No additional transportation costs shall be assessed for such waste if it is unacceptable due to lack of permit, lack of proper packaging or lack of needed profiles for shipment by the Contractor.
 - viii. Provide alternative disposal methods for wastes on the unacceptable waste list.
 - ix. Promptly remove all accepted waste from mobile collection events and designated on-site facilities.
 - x. All materials collected (deemed unacceptable or to have a public health risk) at the mobile collection site(s) or on-site facilities shall be transported to Lincoln's Hazardous Waste Center or storage facility for characterization and future disposal.

- xi. Packaging protocols shall be followed for each waste type at mobile collection event and on-site(s) facilities.
- xii. All packages, prior to shipping, shall be weighed on a scale accurate to one pound to determine gross weight for manifest purposes. All drums, containers, boxes, etc. will be weighed before shipping and transportation.
- xiii. All wastes must be shipped off site and transported to a disposal facility for treatment, incineration, retort, recycling, fuel blending or disposal upon completion of any mobile temporary collection site(s) or contracted services from Lancaster County and City of Lincoln agencies.
 - a) Wastes shall not be co-mingled with any other parties prior to arrival at final TSD.
 - b) Wastes shall not be co-mingled with any other parties' wastes and/or brokered through a third party.

4. **BUSINESS REQUIREMENTS**

- a. Required Meetings
 - i. Contractor shall participate in an annual pre-operation and post-operation meeting to finalize contract service plans and/or to discuss follow-up recommendations in an effort to continually improve the contract services.
- b. Transportation, Storage, and Disposal Facility Requirements
 - i. The Contractor shall provide a complete listing of all facilities that will be receiving waste materials expected from this proposal/contract.
 - ii. The Contractor shall provide a complete list of all temporary (10-day) storage/transfer facilities and ultimate disposal facilities, if not the receiving facility, which may be utilized, and the final disposal/recycling destination.
List to include each of the following: *The name, location, contact, telephone number, EPA I.D. number, summary of permit conditions, status of permit, types of waste accepted, and reasons why the facility will be used.*
 - iii. Permits (or official authorization to operate) for each of these facilities shall be attached to Proposal.
 - iv. Transportation of waste shall not exceed five (5) facilities per waste stream.
- c. Reports and Manifesting
 - i. The Contractor shall provide all reports as requested and described.
 - ii. Waste materials that are lab-packed, bulked on-site, or otherwise managed shall be delineated in these reports.
 - iii. Reports shall include a copy of the waste destination receiving facility's waste load receipt inventory (also referred to as "Inbound Manifest Report" or receiving invoice).
 - iv. Manifests must be back to Owner or participating City/County Agency within 45 days following service(s) and shipment. (Manifests on PCB's must be back to Owner or City/County Agency within 30 days following service(s) and shipment.)
 - v. Invoices/bills from Contractor will not be paid until all manifests have been received by Owner or City/County Agency, and any discrepancies are resolved to Owner's or City/County Agency's satisfaction. No late fees shall apply during the resolution period.
 - vi. Contractor shall provide Owner or City/County Agency with all certificates of disposal (CD) and certificates of destruction for all manifests.

B. PROPOSED DEVELOPMENT APPROACH

1. **PROPOSED RESOLUTION**

In order to effectively meet hazardous waste management and disposal needs of Lincoln and Lancaster County residents and small businesses (VSQGs), the selected contractor will need to be prepared to provide hazardous waste services and identified supplies to Lincoln's Hazardous Waste Center in addition to mobilizing staff and required equipment and supplies to safely and legally support mobile collection efforts as determined.

2. INNOVATION AND CREATIVITY

Proposer to offer approaches in hazardous waste handling and management that incorporate innovation and creativity in meeting project requirements while keeping costs under control. This could include, but not be limited to, innovative waste management processes, approaches and best practices (e.g. waste handling procedures, treatment techniques, etc.).

C. TECHNICAL CONSIDERATIONS AND CHALLENGES

1. TECHNICAL REQUIREMENTS

- a. On-site Equipment List – Provide a list advising all equipment that will be available at all the household hazardous waste mobile collection sites.
 - i. At a minimum, the Owner requires the list of equipment to include fire prevention, safety, personal protective equipment, packaging materials, spill prevention and containment materials, and other equipment the Contractor deems suitable and necessary for completing the contract services, two (2) separate scales at all HHW/VSQG mobile collection sites, a large pallet scale capable of weighing up to 5,000 pounds and a small desktop scale capable of weighing small items up to 400 pounds.
- b. Spill, Fire, Contingency, and Emergency Response Plans
 - i. Contractor shall provide a plan for spill prevention, containment, and clean-up tailored to activities associated with the operation of a temporary household hazardous waste collection site and home-based hazardous waste removal services.
 - a) This plan shall include spill clean-up and response procedures.
- c. Contractor shall submit a site-specific safety plan for all identified mobile household hazardous waste collection sites and related hazardous waste removal services including; site-evacuation, medical emergency procedures, spill containment procedures and all notification procedures. (Note: More detailed instructions will be agreed upon through discussions between the Contractor and Owner)
 - i. This shall be posted at all temporary household hazardous waste collection site(s).

2. EVALUATE CURRENT PROJECT ENVIRONMENT

Owner expects Contractor to perform ongoing examination of service efficiencies with a focus on quality improvement and cost-saving measures that are protective of the environment and public health. Utilization of best practices and innovative technologies are encouraged that meet or exceed regulatory compliance and industry standards.

Provide narrative regarding assessments about the Owner's current program. Specifically, identify your proposed methodology for the management and delivery of generating successful improvements in waste management efficiencies.

D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION

1. WORK PLAN

The contractor shall develop, share and implement a detailed work plan that meets or exceeds the project requirements and specifications as listed. The work plan shall include a clear timeline of actions to meet project expectations.

2. PROJECT PLANNING AND MANAGEMENT

The contractor shall designate a project lead for project planning, management and communication purposes. This individual shall work to ensure that the work plan and timeline are followed and that work plan modifications are incorporated as needed and agreed upon by Owner and the contractor.

3. PERFORM IMPLEMENTATION

The contractor shall implement and arrange services and supplies based on communications and requests from Owner. Owner will communicate concerns, needs and project questions to the contractor with the expectation that questions are addressed as soon as possible. The contractor will be expected to modify the project and to communicate proposed changes in the work plan for Owner's consideration.

4. PROVIDE POST IMPLEMENTATION SUPPORT

The contractor will provide all necessary waste management documentation as outlined in this request. The contractor will also be expected to finalize and close out all open invoices and other billing associated with the contract.

E. DELIVERABLES AND DUE DATES

1. DELIVERABLES

- a. Hazardous waste handling and transportation services from the Lincoln's Hazardous Waste Center, upon written request by the Owner.
- b. The Contractor shall provide all hazardous waste services and identified supplies as outlined herein this request for proposal and related bid documents.
- c. Mobile Collection Events shall be on set dates and could be offered up to a maximum of six (6) times per calendar year. Event dates will be announced and shared electronically with the Contractor approximately 30-60 days in advance.
- d. The VSQG collection events shall be on set dates and could be offered up to a maximum of four (4) times per calendar year (typically quarterly). Specific event dates will be announced and shared electronically with the Contractor approximately 30-60 days in advance.
- e. The home bound services are infrequent and offered upon request by the Owner. Requests for these services will be requested, via phone, approximately 30-60 days in advance.
- f. Owner may periodically request to purchase supplies in support of hazardous waste services. Contractor to provide necessary items as requested.
- g. Provide documentation of hazardous waste shipments.

IV. EVALUATION AND SUBMITTAL INFORMATION

A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas:
 - a. Experience, Proposed Staff Management Approach and Subcontractors;
 - b. Technical Proposal;
 - c. Project Schedule;
 - d. Quality, Organization and Completeness of Proposal Response;
 - e. Cost Proposal; and
 - f. Oral Interviews (if necessary)
2. The selection criteria for the “written evaluation” is listed directly above in a. through e. and shall be the basis for an award or the determination for the proposers to be short-listed for personal interview.
3. If interviews are conducted, the scores from the “written evaluation” and “oral interviews” shall be added together for a cumulative total and final ranking of the best qualified proposer.
4. If interviews are not conducted, the scores from the “written evaluation” shall be the final ranking of the best qualified proposer.

B. PROPOSAL SUBMISSION AND FORMAT:

Proposer shall **submit** the requested number of proposal response copies and contents shall be presented in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section tabbed and labeled as indicated. Proposals shall be limited to twenty (20) double-sided pages (10 sheets) of content (excluding tabs, cover, title pages and appendices). Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, single spaced. **Note: It is acceptable to leave a page blank on the back if necessary for placement within tabs; without penalty for exceeding page count.*

Proposers attempting to submit portions of the response containing Proprietary Information and/or Trade Secrets must strictly comply with the instructions as outlined in Section II. Under Protection of Proprietary Information and Trade Secrets.

The information being requested in each of the respective categories listed below (1 through 6) shall be used as the primary basis in the determination of the Proposer’s ranking in the “Written Evaluation”

1. Include the following documents within the Proposal Response - **(No TAB - Place these documents between the Front Cover and TAB 1 of the Proposal).**
 - a. EXHIBIT 1;
 - b. Letter of Interest;
 - c. A summary of the following information about your company:
 - i. Company name, address and telephone number;
 - ii. Years established and former names of your company;
 - iii. Types of services your company is particularly qualified to perform; and
 - iv. Average number of staff employed.

- v. Identify the name(s) and contact information for the Project Manager(s) that would be assigned to this contract.
- vi. Provide a list of Administrative staff and contact information that would be handling general inquiries for the resulting Contract.
- d. All deviations, modifications, additional or other changes, including but not limited to, the RFP document, Insurance Requirements, Ebid attachments (i.e. sample "Contract Agreement") and Addendums, shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void. Further, deviations may result in the Proposer's submission being deemed as non-responsive. The review process for approval of any type of deviation shall occur prior to the evaluation process.

2. EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (TAB 1 OF PROPOSAL RESPONSE) – This section shall consist of the following information about each sub-category listed.

a. Summary of Proposer's Experience:

The proposer shall provide an organized summary listing their previous projects similar to this RFP in size, scope, and complexity. The Owner will use at least four (4) and no more than five (5) narrative project descriptions submitted by the proposer during its evaluation of the proposal and shall also use information from the organized summary of experience to perform any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity.

The proposer shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the proposer's past performance/experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The proposer's responsibilities;
 - d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) Current projects and estimated costs of each.
 - g) Provide at least three (3) letters of reference from organizations and/or agencies for which your company completed similar household hazardous waste and/or other hazardous waste services within the last three (3) years that are similar in size and scope to services requested in this contract.
 - h) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.
 - i) Any other prior performance history and/or documentation that details work with local waste generators.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

b. Summary of Proposer's Proposed Staff Management Approach and Subcontractors

- i. The proposer shall present a detailed description of its proposed approach to the management of the project.
- ii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Proposer shall identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.
- iii. The Proposer shall provide resumes for all **key** personnel proposed to work on the project. The Owner will consider the resumes as a key indicator of the Proposer's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.
- iv. Resumes should not be longer than one (1) double-sided page. Resumes should include, at a minimum, individual's name, experience and length of service with the company, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Provide the qualifications of these individuals, including a summary of their experience with related work and their available capacity to perform this work.

Any changes in proposed personnel shall only be implemented after written approval from the Owner.
- v. Respective resumes for all key personnel to be used may be placed in the Appendix – **TAB 4** of the Proposal Response. Resumes are not part of the total page count as listed in Section B.

3. TECHNICAL PROPOSAL – (TAB 2 OF PROPOSAL RESPONSE)

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III. – PROJECT INFORMATION.

- a. Understanding of the project environment and requirements;
- b. Narrative describing proposed development approach;
- c. Technical considerations and any potential challenges;
- d. Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion; and
- e. Deliverables and/or due dates.

4. PROJECT SCHEDULE – (TAB 3 OF PROPOSAL RESPONSE)

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services;
- b. Submit information that describes performance record for timeliness; and
- c. Outline the current projects which are being conducted from the location of the Proposer's office responding.

5. **APPENDIX – (TAB 4 OF PROPOSAL RESPONSE)**

- a. Resumes to be submitted for qualifications of proposed **key** staff specifically all Project Managers;
- b. Ten (10) years of environmental compliance history for all entities and facilities that will provide services associated with the contract services; and
- c. Provide a detailed training outline that differentiates between training requirements for chemists, technicians, safety officers, drivers and other positions that will be providing services as part of the contract.

6. **“ATTACHMENT 1 - COST PROPOSAL” (COST FACTOR) – PLACE IN A SEPARATE SEALED ENVELOPE WITHIN THE RFP PACKAGE.**

***Important – Proposers MUST complete the “Attachment 1 – Cost Proposal” form found in the Attachment section of the Ebid system, following the instructions as indicated within the form the correct format and in its entirety. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in a separate sealed envelope within the hard copy, RFP package. The cost proposal shall not be marked as Proprietary.**

1. **PRICING SUMMARY**

The Cost Proposal shall present a total fixed price to perform all of the requirements of the RFP. The proposer must include details in the Owner’s Cost Proposal template supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and unit costs. When an arithmetic error has been made in the extended total, the unit price will govern.

The Owner reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. **PRICES**

Prices quoted for products shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs.

3. *Note:* The “Cost Proposal” is only one (1) factor in the selection criteria and evaluation process (including Oral Interviews).

V. CONTRACT RESPONSIBILITIES

A. INSURANCE REQUIREMENTS:

Prior to the execution of the contract resulting from this RFP, the successful Proposer will be required to provide proof of insurance that is compliant with the “INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS” See the **INSURANCE CLAUSE** attached herein.

Important: If a company has any deviations to the above-mentioned Insurance Clause, such deviations must be declared within the RFP response and through the format outlined in Section (IV)(B)(1)(d). Further, if a company is seeking self-insurance, it shall be stated through the same procedure. During the review process, the Owner may require submission of financial information for analysis of self-insurance eligibility. The company shall be responsive to a request for financial documents, which are sufficient in content, to perform an analysis on the company’s ability to provide self-insurance coverage for the resulting contract. Either type of request submitted is subject to review and approval by the City’s Law department.

POLLUTION LIABILITY – Note, this type of coverage will be required for this contract. The box is not selected within the Insurance Clause portion of this RFP. See “**Attachment E**” in Ebid for the specific requirements regarding this coverage. This coverage type is required in addition to the items indicated within the Insurance Clause.

Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time to expedite the contract execution process.

B. PERFORMANCE BOND

No Performance Bond is required for this project.

C. BID BOND

No Bid Bond will be required for this project.

D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/verify.E-VERIFY.

F. COOPERATION WITH CONTRACTORS

Contractor may be required to work with or proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Contractor or individual. Contractor is not required to compromise Contractor’s intellectual property or proprietary information unless expressly required to do so by this contract.

G. PERMITS, REGULATIONS, LAWS

The Contractor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

H. MATERIALS AND WORKMANSHIP

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or Contractor fault.

I. INDUSTRY STANDARDS

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

J. DATA PRIVACY

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

K. SITE RULES AND REGULATIONS (IF APPLICABLE)

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on Owner's premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the Owner, they must make arrangements with the Owner to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Owner on the basis of lack of access, unless the Owner fails to provide access as agreed to in writing between the Owner and the Contractor.

L. PRICES

Prices quoted on "Attachment 1 - Cost Proposal" form shall remain fixed for a one (1) year period. Any request for a price increase subsequent to the first year shall be based on the Midwest Region CPI for the previous 12 months period but not to exceed 3% of the previous Contract period and must be submitted in writing to City/County Purchasing a minimum of 90 days prior to the end of the one year period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the Owner(s) to justify the increase. The Owner(s) reserves the right to deny any requested price increase. No price increases are to be billed to any Owner/Department prior to written amendment of the contract by the parties.

VI. TERMS AND CONDITIONS

A. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

B. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract and consist of all items contained in the Ebid and documents submitted by the Proposer during the RFP process. Proposers shall disclose any and all disputes with the City's standard Contract. Disputes with the terms of the standard Contract, or requests for amendments to the standard Contract may be a basis for disqualifying proposals.

C. TERMINATION

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

D. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

In the event funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

E. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

F. CONTRACT MODIFICATION

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

G. ASSIGNMENT, SALE OR MERGER

The contract established resulting from this RFP process shall not be transferred to/or assigned without prior written consent of the Owner and must be handled through the Owner's document approval process.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the Owner in executing

amendments to the contract to all for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform the obligations of the contract.

H. LIQUIDATED DAMAGES

No liquidated damages are associated with this project.

I. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

J. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

K. LIVING WAGE

The Contractors agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. This provision is only applicable to City of Lincoln projects.

L. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

M. STAFF QUALIFICATIONS

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

N. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using department. The Contractor may not release any materials without the written approval of the using department.

O. CITY AUDIT ADVISORY BOARD

All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law. This provision is only applicable to City of Lincoln Projects.

VII. PAYMENT AND INVOICING

A. PROHIBITION AGAINST ADVANCE PAYMENT

Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

B. TERMS OF PAYMENT

Unless other specification provisions state otherwise, payment in full will be made by the Owner Departments within thirty (30) calendar days after all of the following criteria is met:

1. The required labor has been performed and all equipment or other merchandise has been delivered;
2. Such labor and equipment and other materials have met all contract specifications; and
3. An invoice with the unit price and total amount is submitted to the department and approved.

C. TAXES AND TAX-EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

D. INVOICES

Contractor's invoice(s) for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following:

1. Contractor's information:
 - a. Company Name;
 - b. Address; and
 - c. Phone number for billing inquiries.
2. Owner's information:
 - a. Name of requesting department;
 - b. Contact name;
 - c. Address
 - d. Phone number
 - e. Specific list of duties performed, and rates charged.
3. Miscellaneous
 - a. CLIN # - This number needs to be provided on every invoice line item submitted. (See Cost Proposal for identification of the different CLIN #s.)

Failure to provide invoices in this manner may result in late payment to the Contractor with no repercussion to the Owner.

E. INSPECTION AND APPROVAL

This section does not apply to this project.

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9. This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. **FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.**

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. Commercial General Liability

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 Additional Insured (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 Automobile Liability

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 Garage Keepers / Garage Liability

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment,

materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under Section I., **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include copies in all hard copy responses (Include one in the Original and each of the hard copy Proposal responses) along with a copy in the USB Drive. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the “ESSENTIAL QUALIFICATIONS AND EXPERIENCE” requirements as outlined. I declare that our company, _____ meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs’ experience acquired through previous employment at other companies.

_____ was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section IV., **B. 2. for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.

Authorized Company Representative

Date

Attachment 1 - Cost Proposal
City of Lincoln and Lancaster County Hazardous Waste Services
RFP 19-103

Important Instructions: Please read this page carefully before completing pricing **PARTS I & II** of the Spreadsheet.

Proposer **must** complete both **Parts I and II** in the Excel spreadsheet. Place the completed document in a sealed envelope within the Request for Proposal (RFP) packaging – but separate from the RFP response submittals. Yellow highlighting denotes it's a price or percentage discount. *All applicable boxes need to be completed in both **PART I & II**. If the box is not large enough to accommodate a response, please attach a separate sheet behind the "Attachment 1 – Cost Proposal" and reference in the respective box to "see attached _____".*

PART I - Lump Sum Price

Pricing for one (1) year of services and supplies. This is the Owner's best estimate available for the Projected Services, Waste types, Quantities and Hazardous Waste Supplies for the initial one (1) year contract term. The "Lump Sum" pricing shall be the basis in determining points awarded for the "Cost" aspect of the scoring criteria.

Proposers must indicate all costs within **Part I** in the field provided so it calculates your "Lump Sum" Cost to perform events, pickup and provide noted supplies for "City of Lincoln and Lancaster County Hazardous Waste Services" for a one (1) year period.

Enter the Unit Price for each of the Line items to calculate the extended amount. The extended amount in the "Total" column of the spreadsheet is set up to add up to a "Lump Sum" Pricing for one (1) year at the bottom of **PART I**. That total shall then automatically create your "Lump Sum" pricing at top of **PART I**. If completing manually, in lieu of in the Excel spreadsheet, then Proposer must clear the "\$0.00" in the total column, so prices will show in all areas. **It is the Proposer's responsibility to double-check unit price indicated, extended amounts and ensure that your intended "Lump Sum" pricing equals the total of the extended amounts in the Line Items and Total Cost (regardless of whether doing automated or printing and writing manually).**

*Note, each of the items outlined in **PART I** should also be included in **PART II** and those prices for the same service/supply/item needs to match.

PART II – Itemized List of Services and Supplies

Provide your pricing for each of the items listed in **PART II**. Pricing provided in **PART II** shall be considered costs that are "Optional", that may or may not be utilized and they will not be an award consideration. The intent of this section is to provide the pricing if a given service is provided and/or various supplies are needed to meet the required service/needs of the Owner. The Owner reserves the right to not utilize individual pricing in **PART II**. Proposer's pricing provided in this section must match the pricing if it was used in **PART I** for same service/supplies.

Note: Prices provided in **PART II** are not intended to total, as they are single line item prices.

**PART 1 - Attachment 1 - Cost Proposal for RFP 19-103
City of Lincoln & Lancaster County - Hazardous Waste Services**

Contractor Name
Lump Sum Pricing for One (1) Year **\$0.00**

Projected Services, Waste Types, Quantities and Hazardous Waste Supplies for One Year

*Note: See Itemized Services & Supplies List below for added detail, Costs indicated in Part I should parallel costs in Part II (See CLIN #s for added detail)

A. Mobile Household Hazardous Waste Collections & Facility Pickups

CLIN #	Type of Mobilization	Quantity	Unit Price		Total
101	Mobile HHW collections (List event mobilization cost)	4	\$0.00		\$0.00
109	Facility Waste Pick ups (List stop charges for dedicated load)	4	\$0.00	Box Truck	\$0.00
301	Non-Expedited waste pick-up for City/County agencies (within 30 days)	2	\$0.00		\$0.00
305	Expedited waste pick-up for City/County agencies (within 7 days)	2	\$0.00		\$0.00

B. Very Small Business Collection Service

105	VSQG collections (List per event mobilization fee)	4	\$0.00		\$0.00
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C. Itemized Waste Costs by Waste Type & Container Type

CLIN #	Description	Quantity	Unit	Unit Price	Total
2000	Sm Camp Stove size cylinders (Propane)	521	per cylinder	\$0.00	\$0.00
2012	Aersols (Recycle)	12	CYB	\$0.00	\$0.00
2014	Foaming aersols (inceration)	5	15 gal	\$0.00	\$0.00
2016	RV Refridgerants	3	per unit	\$0.00	\$0.00
3000	Bulk Flammable Liquids	32	55 gal	\$0.00	\$0.00
3004	Flammable/Toxic Liquids < 5.3 in size (slam pack)	64	55 gal	\$0.00	\$0.00
3008	Waste engine oil, hydraulic fluid, etc < 5.3 size, slam pack	1	5 gal	\$0.00	\$0.00
4003	Pyrophoric solids	6	5 gal	\$0.00	\$0.00
4004	Other Reactive Compounds, NOS	15	5 gal	\$0.00	\$0.00
4005	Flammable solids, NOS	8	5 gal	\$0.00	\$0.00
4005	Flammable solids, NOS	79	per lb	\$0.00	\$0.00
4411	Flammable Materials (adhesives, sealants, catalysts, coatings) slam pack	3	CYB	\$0.00	\$0.00
5002	Bulk Oxidizing, Liquids	3	30 gal	\$0.00	\$0.00
5002	Bulk Oxidizing, Liquids	2	55 gal	\$0.00	\$0.00
5008	Organic Perxoides, liquid, slam pack	11	5 gal	\$0.00	\$0.00
6001	Toxic Solids, pesticides, herbicides, insecticides < 5.3 gallons, slam pack	11	CYB	\$0.00	\$0.00
6002	Toxic Liquids, pesticides, herbicides, insecticides < 5.3 gallons, slam pack	16	55 gal	\$0.00	\$0.00
6009	Slam pack toxic liquids, <5.3 gal, may be subsidiary haz class	3	15 gal	\$0.00	\$0.00
6009	Slam pack toxic liquids, <5.3 gal, may be subsidiary haz class	76	55 gal	\$0.00	\$0.00

CLIN #	Description	Quantity	Unit	Unit Price	Total
6009	Isocyanates	6	5 gal	\$0.00	\$0.00
6010	Slam pack toxic solids, <5.3 gal, may be subsidiary haz class	3	15 gal	\$0.00	\$0.00
6011	Poisons, PG 1, zone A/PIH materials	6	5 gal	\$0.00	\$0.00
6015	Dioxins, lab pack	3	5 gal	\$0.00	\$0.00
7010	Oil based paint and stains, slam packed	14	CYB	\$0.00	\$0.00
8000	Labpack/slam pack solids < 5 gallons (Corrosives)	3	30 gal	\$0.00	\$0.00
8000	Labpack/slam pack solids < 5 gallons (Corrosives)	27	55 gal	\$0.00	\$0.00
8004	Labpack/slam pack liquids (Corrosives) Incineration	10	5 gal	\$0.00	\$0.00
8004	Labpack/slam pack liquids (Corrosives) Incineration	9	15 gal	\$0.00	\$0.00
8004	Labpack/slam pack liquids (Corrosives) Incineration	3	30 gal	\$0.00	\$0.00
8008	Free Mercury in jars/mfd articles	7	30 gal	\$0.00	\$0.00
8016	Fluorescent light tubes (high mercury)	15	4 ft box	\$0.00	\$0.00
8016	Fluorescent light tubes (high mercury)	9	8 ft box	\$0.00	\$0.00
8016	Fluorescent light tubes (high mercury)	1113	per lb	\$0.00	\$0.00
8020	HID lamps	718	per lb	\$0.00	\$0.00
9001	Ballasts	228	per lb	\$0.00	\$0.00
9304	EHS Bulk Liquids, waterbase	4	55 gal	\$0.00	\$0.00

D. Hazardous Waste Management Supplies

CLIN #	Item	Quantity	Unit Price	Total
700	Meter/Yard, Clean Pak or equivalent (holds up to 3,000 lbs) (Pallet)	1	\$0.00	\$0.00
703	55 gal drum, poly, open top	100	\$0.00	\$0.00
706	55 gal drum, steel, open top	50	\$0.00	\$0.00

D. Hazardous Waste Management Supplies

707	55 gal drum, steel, closed top	50	\$0.00	\$0.00
709	30 gal, poly, open top	25	\$0.00	\$0.00
713	15 gal, poly pail, open top w/ screw-on lid	25	\$0.00	\$0.00
714	5 gal, poly pail, open top, w/ screw-on lid	75	\$0.00	\$0.00
719	Vermiculite, (include # of bags) (Pallet)	1	\$0.00	\$0.00

Total Cost for One Year (Mobilization, Waste, & Supplies) \$0.00

Part II - Itemized List of Services and Supplies

Mobilization/Stop Charges

- | | | |
|------------|---|---|
| 101 | Mobilization Charge for one (1) four hour HHW event, 6 to 8 staff, plus setup and teardown (include per deim, containers,supplies and transportation to and from site) | \$ |
| 102 | Mobilization Charge for two (2) four to six (4-6) hours HHW/VSQG events over two (2) days (1 event per day) at different location , 3 staff for VSQG Event and 6 to 8 staff for HHW, plus setup and teardown (includes per deim, containers,supplies and transportation to and from site) | \$ |
| 103 | Mobilization Charges for (1) rural event (Friday), box/straight truck w/lift, driver with hazmat CDL and chemist (LCHD assisting with packaging), and (1) four hour HHW event (Saturday) with 6 to 8 staff, plus setup and teardown (include per deim, containers,supplies and transportation to and from site) | \$ |
| 104 | Mobilization Charges for (2) two VSQG events (Thursday & Friday) with 3 staff and straight truck, and (1) four hour HHW event (Saturday) 6 to 8 staff, plus setup and teardown (include per deim, containers,supplies and transportation to and from site) | \$ |
| 105 | Mobilization Charge for one (1) four to six (4-6) hour VSQG event (appointment only) not in conjunction with HHW event, three (3) staff, plus setup and teardown (include per deim, containers,supplies and transportation to and from site) | \$ |
| 106 | Mobilization Charge for two (2) four to six (4-6) hours VSQG events over two (2) consecutive days during the week, not in conjunction with HHW event, three (3) staff, plus setup and teardown (include per deim, containers, supplies and transportation to and from site) | \$ |
| 107 | Stop charges for waste pick-ups for agencies or businesses in Lancaster County in conjunction with HHW/VSQG events. | \$ |
| 108 | Stop charges for waste pick-ups for agencies or businesses in Lancaster County not in conjunction with HHW/VSQG events. (milk run stops) | \$ |

109 Stop charges for waste pick-ups for agencies, dedicated load only.

A

straight truck

\$

B

semi

\$

110 Stop charges per stop for homebound households, per house in conjunction with an HHW event(s), straight truck, driver and chemist.

\$

111 Stop charges per stop for homebound households, not in conjunction with HHW event(s). (milk run)

\$

112 Stop charge for supply drop only

\$

Disaster Reponse

201 Disaster/Emergency Clean-up support for natural disaster (flood, tornado, etc.)

Level One, straight truck w/lift and supplies, 2 staff, etc.

*Call out/mobilization fee

\$

*Per Diem per person

\$

*Labor per hour/per person

\$

202 Disaster/Emergency Clean-up support for natural disaster (flood, tornado, etc.)

Level Two, semi with supplies, 4 staff, etc.

*Call out/mobilization fee

\$

*Per Diem per person

\$

*Labor per hour/per person

\$

It will be assumed that the same supply and disposal costs that are associated with the household hazardous waste collection services will prevail for the above services.

Non-Expedited Waste Pick-ups

301 Non-Expedited waste pick-up for city/county agencies within thirty (30) calendar days of request, truck and manifest only. **Not** associated with HHW/VSQG events.

\$

Expedited Waste Pick-ups

304 Expedited waste pick-up for city/county agencies within three (3) calendar days of request, truck and manifest only. **Not** associated with HHW/VSQG events.

\$ 

305 Expedited waste pick-up for city/county agencies within seven (7) calendar days of request, truck and manifest only. **Not** associated with HHW/VSQG events.

\$ 

306 Expedited waste pick-up for city/county agencies within fourteen (14) calendar days of request, truck and manifest only. **Not** associated with HHW/VSQG events.

\$ 

Supplies for City/County Agencies

These line items are only for supplies needed by City/County Agencies and would be requested for delivery during routine milk runs or scheduled events.

All containers must be UN Spec and specify if new or reconditioned

CLIN	Description	Unit	Price
700	Meter/yard, Clean Pak or equivalent, holds up to 3,000 lbs	Each	\$
701	95 gallon salvage drum, overpack, poly	Each	\$
702	85 gallon salvage drum, overpack, steel	Each	\$
703	55 gallon drum, poly, open top	Each	\$
704	55 gallon, drum, poly, closed top	Each	\$
705	55 gallon box & liner	Each	\$
706	55 gallon drum, steel, open top	Each	\$
707	55 gallon drum, steel, closed top	Each	\$
708	30 gallon box, & liner	Each	\$
709	30 gallon, poly, open top	Each	\$
710	30 gallon , poly, closed top	Each	\$
711	30 gallon drum, steel, open top	Each	\$
712	30 gallon drum, steel, closed top	Each	\$
713	12/15 gallon, poly pail, open top, with screw on lid	Each	\$
714	5 gallon, poly, open top, with screw on lid	Each	\$
715	5 gallon, poly, open top, with pound on lid	Each	\$
716	Hi-dry, clay based absorbents, 25 lb bag	Each	\$
717	Hi-dry, clay based absorbents, 40 lb bag	Each	\$
718	Vermiculite, per bag, large size	Each	\$
719	Vermiculite, 1 pallet (include # bags)	Each	\$
720	Pallets, (Yard/Meter box size, 1000 lbs capacity)	Each	\$
721	Pallets, (Yard/Meter box size, 2000 lb capacity)	Each	\$

Services

CLIN	Description	Unit	Price
800	High Hazard Team	Per day	\$
801	Labor for bulking waste per person, per hour	Per Person Per hour	\$

***Line items with Labpack/slampack in the description will only have containers smaller than 5.3 g in the exterior container.

*** Exempt Very Small Quantity Generator (VSQG) column **shall be bid in per pounds only.**

Disposal Method Key: (I) Incineration, (L) Landfill, (T/L) Treatment/Landfill, (R) Recycling

(1) Hazardous Waste Service for City and County Agencies/Departments

(2) Mobile Household Hazardous Waste Collection Event(s)

(3) Exempt Very Small Quantity Generator Collection Event(s)

Disposal of waste that meets the definition of DOT Hazardous Class 2

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival. Enter Percentage Discount:



CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
2000	Small camp stove size cylinders with propane/MAPP Gas	Per cylinder	\$	\$	\$		
CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
2002	Lecture bottle size compressed gas cylinder, non-toxic , 4 inches or less in diameter and less than 13 inches	Per cylinder	\$	\$	\$		
2003	Lecture bottle size compressed gas cylinder, toxic , 4 inches or less in diameter and less than 13 inches	Per Cylinder	\$	\$	\$		
2003 A	Surcharge for CLIN 2003 with toxic zone A materials	Per Cylinder	\$	\$	\$		
2004	Freon cylinders, small 4 X24 inches or less	Per Cylinder	\$	\$	\$		
2005	Freon cylinders, large 4 X24 inches or more	Per Cylinder	\$	\$	\$		
2006	Other corrosive gases, small, 4 X 24 inches or less	Per Cylinder	\$	\$	\$		
2007	Other corrosive gases, large, 4 X 24 inches or more	Per Cylinder	\$	\$	\$		

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
2008	Other flammable gases, small, 4 X 16 inches or smaller	Per Cylinder	\$	\$	\$		
2009	Other flammable gases, large, 4 X 16 inches or larger	Per cylinder	\$	\$	\$		
2010	Other non-flammable gases, small, 4 x 16 inches or smaller	Per cylinder	\$	\$	\$		
2011	Other non-flammable gases, large, 4 x 16 inches or larger	Per cylinder	\$	\$	\$		
2012	Aerosols	Per Pound	\$	\$	\$	R	
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
2013	Aerosols	Per Pound	\$	\$	\$	T	
		5 gallon pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
2014	Aerosols	Per Pound	\$	\$	\$	I	
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
2015	Butane lighters/sm torches	Per Pound	\$	\$	\$		
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
2016	RV refrigerators with sodium chromate & ammonia refrigerant						
		Per unit	\$	\$	\$		

Disposal of waste that meets the definition of DOT Hazardous Class 3. This section includes materials that may have subsidiary hazard classes of toxic, corrosive, etc.

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:



CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
3000	Bulk Flammable liquids	Per Pound	\$	\$	\$	FB	
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum	\$	\$			
		30 gal overpack	\$	\$			
		55 gal drum	\$	\$			
		55 gal overpack	\$	\$			
		85/95 gal drum	\$	\$			
3001	Bulk Flammable Liquids/ Toxic	Per Pound	\$	\$	\$	I	
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum	\$	\$			
		30 gal overpack	\$	\$			
		55 gal drum	\$	\$			
		55 gal overpack	\$	\$			
		85/95 gal drum	\$	\$			
3002	Bulk Flammable Liquids/ Corrosive	Per Pound	\$	\$	\$	I	
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum	\$	\$			
		30 gal overpack	\$	\$			
		55 gal drum	\$	\$			
		55 gal overpack	\$	\$			
		85/95 gal drum	\$	\$			

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
3003	Flammable Liquids, containers less than 5.3 gallons	Per Pound	\$	\$	\$	I	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
3004	Flammable/ Toxic Liquids, containers less than 5.3 gallons	Per Pound	\$	\$	\$	I	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
3005	Flammable/ Corrosive Liquids containers less than 5.3 gallons	Per Pound	\$	\$	\$	I	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
3006	Bulk, waste gasoline, ethanol blend gas, gas/water mixture, diesel, oil, hydraulic fluids, keosene, etc.	5 gal pail	\$	\$		FB	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		Per Pound	\$	\$	\$		

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
3007	Waste engine oil, hydraulic fluid, lube, oils, etc. and oil/water mixtures, less than 5.3 g in size	5 gal pail	\$	\$		R	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		Per Pound	\$	\$	\$		
3008	Waste engine oil, hydraulic fluid, lube, oils, etc. and oil/water mixtures, less than 5.3 g in size	5 gal pail	\$	\$		FB	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		Per Pound	\$	\$	\$		
3009	Waste engine oil, hydraulic fluid, lube, oils, etc. and oil/water mixtures, Bulk	5 gal pail	\$	\$		R	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		Per Pound	\$	\$	\$		
3010	Waste engine oil, hydraulic fluid, lube oils, etc. and oil/water mixtures, Bulk	5 gal pail	\$	\$		FB	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			

Disposal of waste that meets the definition of DOT Hazardous Class 4.1 ,4.2, and 4.3

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:



CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
		Per Pound	\$	\$	\$		
4000	Sodium Metal, stored under mineral oil or kerosene	Per pound	\$	\$			
4001	Lithium Metal, stored under mineral oil or kerosene	Per pound	\$	\$			
4002	Pyrophoric Liquids	Per pound	\$	\$			
4003	Pyrophoric Solids	Per pound	\$	\$			
4004	Other Water Reative Compounds, NOS	Per pound	\$	\$			
4005	Wetted matches	Per pound	\$	\$			
4006	Road Flares, cut down and shipped under water/wetted	Per pound	\$	\$			
		Per Pound	\$	\$	\$		
4007	Spontaneously combustible liquids , slam packed, inner containers less than 5.3 gallons	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		Per Pound	\$	\$	\$		
4008	Spontaneously combustible solids , slam packed, inner containers less than 5.3 gallons	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		Per Pound	\$	\$	\$		
4009	Spontaneously combustible liquids , Bulk	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		Per Pound	\$	\$	\$		
4010	Spontaneously combustible solids , Bulk	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		Per Pound	\$	\$	\$		

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
4011	Flammable materials (adhesives, sealants, catalysts, coatings), slam packed	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
		Per Pound	\$	\$			
4012	Flammable materials (adhesives, sealants, catalysts, coatings), Bulk	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			

Disposal of waste that meets the definition of DOT Hazardous Class 5 (oxidizers, organic peroxides) where the primary hazard is DOT Class 5. These may have subsidiary hazards of toxicity, flammability, etc.,

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival. Enter Percentage Discount:

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
		Per Pound	\$	\$	\$		
5001	Oxidizing solids/ liquids small containers < 5.3 gallon	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		Per Pound	\$	\$	\$		
5002	Bulk Oxidizing, Liquids	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		Per Pound	\$	\$	\$		
5003	Bulk Oxidizing, Solids	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		Per Pound	\$	\$	\$		
5004	Comsumer commodity Hypochlorite solutions (Bleach, drain cleaners, etc	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		Per Pound	\$	\$	\$		

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
5005	Organic Peroxides liquids/solids NOS, < 5.3 gallons No SADT/MSST	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		Per Pound	\$	\$			
5006	Organic Peroxides, Solid NOS, Bulk No SADT/MSST	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		Per Pound	\$	\$			
5007	Organic Peroxides, Liquids NOS, Bulk No SADT/MSST	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			

Disposal of waste that meets the definition of DOT Hazardous Class 6

CLIN 6000 - 6003; May have subsidiary hazard class

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival. Enter Percentage Discount:

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
		Per Pound	\$	\$	\$		
6000	Toxic Solids, (pesticides, herbicides, insecticides, etc) < 5.3 gallons	5 gal pail	\$	\$		I	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
		Per Pound	\$	\$	\$		
6002	Toxic Liquids, (pesticides, herbicides, insecticides, etc) < 5.3 gallons	5 gal pail	\$	\$		I	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
		Per Pound	\$	\$	\$		

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
6003	Toxic Solids, Bulk	5 gal pail	\$	\$		I	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
		Per Pound	\$	\$			\$
6004	Toxic Liquids, Bulk	5 gal pail	\$	\$		I	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
		Per Pound	\$	\$			\$
	Bulk toxic solids, (such as PPE, soil, absorbents, debris etc.) contaminated with pesticides, herbicides, or other toxic compounds from						
	5 gal pail	\$	\$				
	12/15 gal pail	\$	\$				
		30 gal drum/box	\$	\$			

CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per cylinder	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
6005	hazmat responses, which may be small containers, loose solids in outer container or combination of both. May have subsidiary hazard class	55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
		Per Pound	\$	\$	\$		
6006	Toxic liquids , containers < 5.3 gallons, there may be subsidiary hazard classes	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
		Per Pound	\$	\$	\$		
6007	Toxic solids , containers < 5.3 gallons, there may be subsidiary hazard classes	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
6008	Poisons, PG1, PIH Materials	per lb	\$	\$	\$	I	
6009	Organic Arsenical, slam pack	per lb	\$	\$	\$	T/LF	
6010	Inorganic Arsenical, slam pack	per lb	\$	\$	\$	T/LF	
6011	Dioxins, NON RCRA	per lb	\$	\$	\$	I	
6012	Dioxins, RCRA	per lb	\$	\$	\$	I	

Disposal of Latex and Oil Based Paints and Stains

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:



CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
		Per Pound	\$	\$	\$		
7000	Latex Paint and Stains, Bulk	per gallon	\$	\$	\$	R	
		Per Pound	\$	\$	\$		
7001	Latex Paint and Stains, slam pack	5 gal pail				R	
		12/15 gal pail					
		30 gal drum/box	\$	\$			
		55 g drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
7002	Oil based Paints and Stains, Bulk	per gallon	\$	\$	\$	FB	
		Per Pound	\$	\$	\$		
7003	Oil based Paints and Stains, slam pack	5 gal pail	\$	\$		FB	
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			

Disposal of waste that meets the definition of DOT Hazardous Class 8; Corrosives

where the primary hazard is DOT Class 8, these may have subsidiary hazards.

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:



CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
		Per Pound	\$	\$	\$		
8000	Labpack/slam pack Liquids/Solids, ≤ 5 gallons (battery acid,	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			
		Per Pound	\$	\$	\$		
8001	Bulk Liquids/Solids	5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 gal drum/box	\$	\$			
		55 gal drum/box	\$	\$			
		85/95 gal drum	\$	\$			
		yrd/meter box	\$	\$			

Disposal of Mercury - Specify Management Method

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:



CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
8002	Free Mercury in jar/mfd articles	Per pound	\$	\$	\$		
8003	Inorganic Mercury compounds						
8004	Organic Mercury compounds	Per pound	\$	\$	\$		
8005	Solids with mercury above TCLP but below 260 ppm	Per pound	\$	\$	\$	T/LF	
8006	Solids with mercury above 260 ppm	Per pound	\$	\$	\$	T/LF	
8007	Liquids with mercury above TCLP but below 260 ppm	Per pound	\$	\$	\$	T/LF	
8008	Liquids with mercury above 260 ppm	Per pound	\$	\$	\$	T/LF	
8009	Fluorescent Light Tubes	Per pound ONLY	\$	\$	\$		
8010	Household compact style Fluorescent, tubes, Circular U-shaped	Per pound ONLY	\$	\$	\$		
8011	HID Lamps	Per pound ONLY	\$	\$	\$		
8012	COD Vials	Per pound	\$	\$	\$		
8013	Mercury Cyanide, Class 6.1	Per pound	\$	\$	\$		

Disposal of PCB's - Specify Waste Management Method

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival. Enter Percentage Discount:



CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
9001	Ballasts	Per pound	\$	\$	\$		
9002	Capacitors	Per pound	\$	\$	\$		
9003	Oil w/ PCBs, > 500 ppm	Per pound	\$	\$	\$		
9004	Oil w/PCBs, 50 - 500 ppm	Per pound	\$	\$	\$		
9005	Oil w/ PCBS, < 50 ppm	Per pound	\$	\$	\$		
9006	Soil, solids and other debris with PCBs, > 500 ppm	Per pound	\$	\$	\$		
9007	Soil, solids and other debris with PCBs, 50 - 500 ppm	Per pound	\$	\$	\$		
9008	Solids and other debris with PCBs, <50 ppm	Per pound	\$	\$	\$		

Disposal of Asbestos - Specify Management Method

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival. Enter Percentage Discount:



CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
9101	Asbestos, Large Items, shrink wrapped	Per pound	\$	\$	\$	L	
9102	Asbestos containing materials, tile siding, etc.	Per pound	\$	\$	\$	L	
9103	Flamable liquids/solids with asbestos	Per pound	\$	\$	\$	L	

Disposal of Haz Waste/Environmentally Hazardous Substance, Class 9 - Specify Management Method

where the primary hazard is DOT Class 9, these may have subsidiary hazards.

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:



CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQG Per Lb ONLY	Disposal Method	Surcharges Minimum per shipment/loaded (Not VSQG)
9200	Labpacked/slampacked, Liquids/Solids	Per pound	\$	\$	\$		
		Per Pound	\$	\$	\$		
9201	Bulk Liquids, Class 9 (EHS, HWL)	5 gallon pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 g drum/box	\$	\$			
		55 g drum/box	\$	\$			
		85/95 g drum	\$	\$			
		yrd./meter box	\$	\$			
		Per Pound	\$	\$	\$		
9203	Bulk Solids, Class 9 (EHS, HWS)	5 gallon pail	\$	\$			
		12/15 gal pail	\$	\$			
		30 g drum/box	\$	\$			
		55 g drum/box	\$	\$			
		85/95 g drum	\$	\$			
		yrd./meter box	\$	\$			
		Per Pound	\$	\$	\$		
9204	Batteries, Nickel Cadmium		\$	\$	\$	R	
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		Per Pound	\$	\$	\$		
9205	Batteries, Magnesium		\$	\$		R	
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		Per Pound	\$	\$	\$		
9206	Batteries, Lithium		\$	\$		R	
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		Per Pound	\$	\$	\$		
9207	Batteries, Alkline		\$	\$		R	
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			
		Per Pound	\$	\$	\$		
9208	Batteries, Mercury		\$	\$		R	
		5 gal pail	\$	\$			
		12/15 gal pail	\$	\$			

Disposal of Spill Response Waste - Specify Management Method

***Identify percentage discount % if generator (Owner) pack/self-pack in their containers. Applies to both lab/slam packs and bulk materials. In accordance with the contractors requirements prior to contractor arrival.

Enter Percentage Discount:



CLIN	Description	Unit	Price City County Agencies	Price HHW Events	Price VSQGPer Lb ONLY	Disposal Method	Surcharges Minimum per shipment/load (Not VSQG)
		Per Pound	\$	\$	\$		
9300	Solid material, PPE absorbents, booms, pads, pillows, debris, soil, gravel, sand, etc. contaminated w/ vehicle fluids and fuels	5 gallon pail	\$	\$		L	
		12/15 gal pail	\$	\$			
		30 g drum/box	\$	\$			
		55 g drum/box	\$	\$			
		85/95 g drum	\$	\$			
		yrd./meter box	\$	\$			
9301	Neutralization agents, Bulk, after application to corrosives	Per pound	\$	\$	\$	L	
9302	Labpacked/slampacked Non-DOT regulated liquid/solid waste	Per pound	\$	\$	\$	I	
9303	Labpacked/slampacked Non-DOT regulated liquid/solid waste	Per pound	\$	\$	\$	L	
9304	Bulk , Non-DOT regulated liquid/solid waste	Per pound	\$	\$	\$	I	



Safeguard your home from toxic chemicals!

Everyday household products such as pesticides, cleaners and automotive fluids can cause health problems, contaminate the environment and injure sanitation workers when put in the trash.

Is It Hazardous?

- Read the label to see if it is a hazardous product.
- Look for phrases such as: Harmful if swallowed; Keep out of reach of children; Causes burns; and Skin or eye irritant.
- Additional signal words to look for include POISON, DANGER, WARNING or CAUTION.

Shop Smart

- Buy less toxic alternatives.
- Buy only what you need.
- Make your own cleaners.
- Use the EPA's "Safer Choice" website: www.epa.gov/saferchoice

Use Smart

- Read labels.
- Follow all directions.
- Don't mix products.

Store Smart

- Store in original containers with labels.
- Keep away from kids and pets.
- Keep away from heat and flame.



Unwanted Medication Disposal

Keep your friends and family safe by taking your leftover medications back to a pharmacy. Pharmacies offer residents a safe way to dispose of leftover medication year-round. Visit nebraskameds.org or call 1-800-222-1222 to find a participating pharmacy near you.

Latex Paint

Latex paint is water-based and not considered hazardous. Unusable latex paint can be disposed of in regular trash once it is dried. Simply mix with cat litter to dry and then discard in your regular household trash. Usable latex paint is accepted for reuse at Habitat for Humanity ReStore (47th and Y St.) For more information, call 402-464-0010 or visit lincolnhabitat.org/restore. ReStore does not accept unusable paint.



Partially funded by:



Nebraska Department of Environmental Quality

Household Hazardous Waste Services



Lincoln and Lancaster County guide for disposal of toxic chemicals from residential homes.



www.lincoln.ne.gov
(keyword: household)
402-441-8021

2018 Mobile Household Hazardous Waste Collection Schedule

Lincoln and Lancaster County residents only. Business waste not accepted.

Saturday, April 7, 9 a.m.- 1 p.m.

Lincoln & Lancaster County Health Dept.
3131 O St. (south parking lot)

Saturday, May 5, 9 a.m.- 1 p.m.

Star City Shores Parking Lot
4375 S. 33rd Ct.

Saturday, September 8, 9 a.m.- 1 p.m.

Walmart Parking Lot, 87th and Hwy 2

Saturday, October 6, 9 a.m.- 1 p.m.

Lincoln & Lancaster County Health Dept.
3131 O St. (south parking lot)

What To Bring

- Adhesives
- Bleach cleaners
- Brake fluid
- Compact bulbs (CFLs)
- Drain/oven cleaners
- Flea/tick products
- Fluorescent tubes
- Furniture stripper
- Glues
- Grease removers
- Herbicides
- Insecticides
- Insect sprays
- Lighter fluid
- Mercury thermometers
- Mercury thermostats
- Mixed gasoline preservatives
- Mothballs
- Oil-based paint
- Oil-based stains
- Old gasoline
- Paint thinner
- Pesticides
- Pool chemicals
- Power steering fluid
- Small capacitors
- Small propane cylinders
- Solvent-based polishes
- Spot removers
- Torch fuel
- Transmission fluid
- Turpentine
- Upholstery cleaners
- Wood preservatives

Hazardous Materials Collection Center (HMCC)

5101 N. 48th Street, Lincoln, NE 68504

The HMCC will provide disposal options for toxic chemicals and hazardous waste. The HMCC serves Lincoln and Lancaster County residents as well as qualifying small businesses such as home based operations, nonprofits, churches, and others that produce less than 220 pounds of hazardous waste per month.

Lincoln and Lancaster County Residents

The HMCC is open by **appointment-only the first Wednesday and third Saturday of each month**. Review list for acceptable and unacceptable products.

Schedule an appointment online at lincoln.ne.gov (keyword: household) or call 402-441-8021.

Lincoln and Lancaster County Small Businesses

Eligible small businesses who qualify as Conditionally Exempt Small Quantity generators, will be able to use the HMCC on a quarterly basis. Small businesses can call 402-441-8002 to see if they qualify for disposal services at the HMCC.

Do Not Bring

- Ammunition & Explosives (Bureau of Fire Prevention- 402-441-7791)
- Antifreeze (Contact 402-441-8021)
- Asbestos
- Batteries
- Electronics and computers
- Fertilizers
- Fire extinguishers
- Household trash
- Large propane grill cylinders
- Latex paint
- Medications
- Tires
- Used oil

What to do with unacceptable materials

See the Waste Reduction & Recycling Guide for disposal options at lincoln.ne.gov (keyword: recycling guide)

Safe Homes for Seniors Service

A FREE home-based service for residents aged 60+ or who are disabled. Trained home handymen are available for an in-home assessment to:

- Identify dangerous toxic products.
- Safely sort, store or remove dangerous products.
- Recycle or safely dispose of hazardous waste.

Call Aging Partners at 402-441-7030 to determine eligibility and schedule a free home assessment.



ITEMS AND TASKS PROVIDED BY OWNER

The following tasks and/or items are intended to be furnished by the Owners:

- A. Coordination of the information in the Contingency Plan that is specific to the local area, such as contacting the local emergency agencies and providing the contact telephone numbers to the Contractor.
- B. Selection of site locations for all mobile collection sites and providing site maps with detailed event set up logistics.
- C. Traffic and crowd control coordination including traffic control signs and devices.
- D. Provide Personal Protective Equipment (PPE) for Owners' staff and qualified community volunteers only for mobile household hazardous waste collections and home-based hazardous waste removal services.
- E. Provide refuse/trash containers (e.g. roll-off, dumpsters, etc.) for the disposal of the non-hazardous solid waste suitable for disposal in the City's landfill.
- F. Provide 24-hour HAZWOPER trained LLCHD, City and County staff and Community Volunteers that will remove waste materials from household hazardous waste collection participants' vehicles and will serve as the primary liaison with the Participants visiting the mobile collection site(s).
- G. Upon receipt of Contractor's documentation, Owners' designated personnel will review and sign all relevant documentation including the Uniform Hazardous Waste Manifests and ensure environmental compliance reporting and record-keeping.
- H. If required by the Contractor, the Owners will obtain from the Nebraska Department of Environmental Quality (NDEQ) temporary Environmental Protection Agency Identification Numbers, hereinafter referred to as EPA I. D. for all temporary collection facility locations. Requests shall be in writing and submitted to the Owners' Event Coordinator and will be provided within a reasonable timeframe agreed upon between both parties.
- I. Owner may determine and/or agree to prepare, administer, and analyze Household Hazardous Waste Collection Participant surveys.
- J. Owners to advertise the household hazardous waste collections through the media, signage, flyers, posters and telephone inquiries.

COUNTY OF LINCOLN-LANCASTER



HOUSEHOLD HAZARDOUS WASTE COLLECTION DOCUMENTATION PACKAGE

*for HMCC permanent site shipment October 18, 2018 at:
Hazardous Materials Collection Center
5101 N. 48th ST Lincoln, NE
Lincoln - Lancaster County Health Department (HHW)*

- ▶ Disposal Documentation
- ▶ Waste Management Summary
- ▶ Waste Disposal Breakdown

Submitted by:



TRADEBE

Environmental Services, LLC TM

LANCASTER COUNTY HEALTH DEPARTMENT
HHW DISPOSAL DOCUMENTATION
October 18, 2018

Manifests

Date	Location	Manifests #	Waste	TSDf
10/18/2018	HMCC building	1859847	Recyclable/ Incinerable/ Fuels Blending/ Treatment/	TTR East Chicago

LANCASTER COUNTY HEALTH DEPARTMENT

HMCC shipment

October 18, 2018

Manifest / description		COST
Stop charge	\$	360.50
Supplies sold	\$	3,151.80
1859847 disposal	\$	16,970.30
TOTAL	\$	20,482.60

Lincoln-Lancaster County Health Department
WASTE MANAGEMENT SUMMARY
HMCC shipment
October 18, 2018

Manifest # **1859847**

RECYCLE/RETORT	1%		
		Fluorescent Tubes/mercury bulbs	86 lbs.
		Antifreeze	112 lbs.
		RV Refridgerator	50 lbs.
		Total	248 lbs.

FUELS BLENDING	34%		
		Flammable Liquid (Bulk)	2,362 lbs.
		Flammable Liquids Loosepack	2,255 lbs.
		Aerosols	1,114 lbs.
		Total	5,731 lbs.

INCINERATION	58%		
		Paint Related Material	4669 lbs.
		Pesticide Solid	1106 lbs.
		Pesticide Liquids, Flammable	219 lbs.
		Flammable solids tar/asphalt/adhesives	883 lbs.
		Toxic liquids	2870 lbs.
		Butane lighters	5 lbs.
		Total	9,752 lbs.

TREATMENT/STABILIZATION	7%		
		Corrosive Liquids, Acid	232 lbs.
		Corrosive Liquids, Base	448 lbs.
		Latex paint loosepack	124 lbs.
		Bulked detergents/soaps/cleaner	421 lbs.
		Total	1,225 lbs.

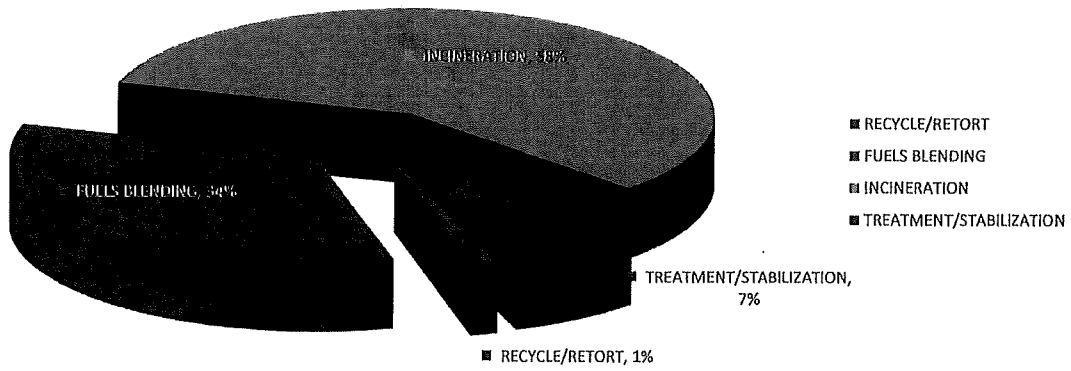
TOTAL WASTE MANAGED			16,956 lbs.
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Lincoln-Lancaster County Health Department

HMCC Shipment

October 18, 2018

Waste Disposal Breakdown



Attachment E

In addition to the coverages selected in the “INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS” found in the Request for Proposal (RFP) document, Vendor must provide the following coverage type and the supporting documents demonstrating compliance with this requirement.

Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than **\$5,000,000** per occurrence and **\$15,000,000** annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate’s work or operations.
- 5) Coverage is required on an occurrence form.

**Advertise 2 times
Friday, April 19, 2019
Wednesday, April 24, 2019**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO PROPOSERS**

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional services related to the project listed below:

**City of Lincoln and Lancaster County
Hazardous Waste Services
RFP No. 19-103**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 Noon, Wednesday, May 8, 2019a** in the offices of the City of Lincoln Purchasing Agent, 440 So. 8th Street, Suite 200, Lincoln, NE 68508.

Proposers must be registered on the City/County's E-Bid site in order to respond to the above RFP. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

[Questions concerning this bid process may be directed to City/County Purchasing at \(402\) 441-8103 or purchasing@lincoln.ne.gov](mailto:purchasing@lincoln.ne.gov)



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Illinois, Inc.		NAMED INSURED Tradebe Environmental Services, LLC 1433 E 83rd Ave, Suite 200 Merrillville, IN 46410	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Lincoln & Lancaster County is included as an Additional Insured as respects to General Liability where required by written contract or contractual obligation.

City of Lincoln & Lancaster County is included as an Additional Insured as respects to Auto Liability only per contractual obligation.

Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation, where required by written contract or contractual obligation, as permitted by law.

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC004703902 EFF DATE: 04/01/2018 EXP DATE: 12/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability &		See Below

ADDITIONAL REMARKS:
 Professional Liability and Contractors Pollution Liability, claims-made
 Insurer affording coverage: Indian Harbor Insurance Company
 Policy Number, PEC 004703902, Effective date: 4/1/2018, Expiration Date 12/31/2019
 Limit of Liability: \$15,000,000 each occurrence / \$15,000,000 aggregate

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC0045639 EFF DATE: 04/01/2015 EXP DATE: 12/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Site Pollution Liability		See Below

ADDITIONAL REMARKS:
 Site Pollution Liability - New York, Connecticut and Massachusetts financial responsibility, claims-made
 Insurer affording coverage: Indian Harbor Insurance Company
 Policy Number: PEC 0045639, Effective date: 4/1/2015, Expiration Date 12/31/2019
 Limit of liability:
 NY: \$5,500,000 / \$11,000,000
 CT: \$1,000,000 / \$2,000,000
 CT: \$1,000,000 / \$2,000,000
 MA: \$8,000,000 / \$16,000,000
 MA: \$3,000,000 / \$6,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Illinois, Inc.		NAMED INSURED Tradebe Environmental Services, LLC 1433 E 83rd Ave, Suite 200 Merrillville, IN 46410	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC0045637 EFF DATE: 04/01/2015 EXP DATE: 12/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Site Pollution Liability		See Below

ADDITIONAL REMARKS:

Site Pollution Liability - Wisconsin, Indiana and Tennessee financial responsibility, claims-made
 Insurer affording coverage: Indian Harbor Insurance Company
 Policy Number: PEC 00045637, Effective date: 4/1/2015, Expiration Date 12/31/2019
 Limit of liability:
 WI: \$1,000,000 / \$2,000,000
 TN: \$4,000,000 / \$8,000,000
 IN: \$4,000,000 / \$8,000,000

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940
 POLICY NUMBER: PEC000096406 EFF DATE: 04/01/2016 EXP DATE: 12/31/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Site Pollution Liability		See Below

ADDITIONAL REMARKS:

Site Pollution Liability - All Tradebe Environmental Services locations and excess of financial responsibility policies, non-owned disposal sites and third party transportation
 Insurer affording coverage: Indian Harbor Insurance Company
 Policy Number: PEC 000096406, Effective date: 4/1/2015, Expiration Date 12/31/2019
 Limit of liability:
 All Tradebe Environmental Services locations and excess of financial responsibility policies: \$2,000,000 / \$2,000,000
 Non-owned disposal sites and third party transportation: \$5,000,000 / \$10,000,000

Additional Named Insureds:

Tradebe GP

Tradebe Capital Corporation

Tradebe Environmental Services, LLC

Tradebe Treatment and Recycling of Tennessee LLC

Tradebe Industrial Services, LLC

Tradebe Onsite Services, LLC

Thunderbird Trucking LLC

Tradebe Treatment and Recycling LLC

Tradebe Treatment and Recycling Northeast, LLC

Tradebe Treatment and Recycling of Bridgeport, LLC

Tradebe Treatment and Recycling of Northborough, LLC

Tradebe Treatment and Recycling of Stoughton, LLC

Norlite, LLC

Bridgeport Analytical Laboratory, LLC

F.O.G. Services, LLC

Tradebe Transportation, LLC

United Industrial Services, Inc.

Compliance Associates, LLC

First Response, a Tradebe Company

Tradebe Treatment and Recycling of Wisconsin, LLC

Tradebe Treatment and Recycling of Nashville, LLC

Aaron Oil Company, Inc.

Aaron Oil Company, LLC

International Hydrocarbon Services, LLC

Aaron Environmental Services, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.</p>	<p>As required per written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>Any person or organization that you are required written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.</p>	<p>As required per written contract</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1155419-00	12-31-18	12-31-19	12-31-18	02058-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph **1.a.** **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS OTHER THAN MANUFACTURERS OF ASBESTOS, MANUFACTURERS WHOSE COMPENENT PARTS INCLUDE ASBESTOS, OR DISTRIBUTORS OF A PRODUCT THAT CONTAINS ASBESTOS – THAT ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH YOU, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-31-18 Policy No. WC 0503182-01 Endorsement No.
Insured TRADEBE ENVIRONMENTAL SERVICES, LLC Premium \$

Insurance Company ZURICH AMERICAN INSURANCE Countersigned by
COMPANY _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS OTHER THAN MANUFACTURERS OF ASBESTOS, MANUFACTURERS WHOSE COMPENENT PARTS INCLUDE ASBESTOS, OR DISTRIBUTORS OF A PRODUCT THAT CONTAINS ASBESTOS – THAT ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH YOU, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-31-18 Policy No. WC 5447991-05 Endorsement No.
Insured TRADEBE ENVIRONMENTAL SERVICES, LLC Premium \$

Insurance Company AMERICAN ZURICH INSURANCE Countersigned by
COMPANY _____