

ATTACHMENT A
SOLICITATION NO. 0900000440

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

The Contract SW0092 is awarded as a statewide contract Supplier for two categories of Hazardous Waste Services. Category 1 includes the Routine disposal service, which includes waste pickup scheduling and on an as needed basis of hazardous waste generated and/or managed by requesting entities or their laboratories, including removal, transportation, treatment, storage and disposal of such waste.

Category 2 includes services providing a response to situations involving the release or threatened release of hazardous substances and/or pollutants as defined in the Code of Federal Regulations. There are two categories of response: Emergency and Rush. The requesting entity will determine whether an urgent situation exists and will also determine if the circumstances warrant an emergency or rush response. This category is intended to provide requesting entities a means to cope with environmental emergencies as specified in any Task Order issued under this Contract and in the implementation of actions necessary to mitigate or eliminate the health and environmental dangers posed by the situation. Requesting entities may only avail themselves of this category for non-emergency/non-rush situations to respond to environmental conditions if they determine that it is in the public's interest to do so.

Supplier agrees that all work authorized under this Contract shall be performed in conformance with all applicable Federal, State, and local laws, regulations, and rules.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

2. Definitions

The parties agree to the following definitions:

- 2.1 Applicable Regulations – all federal, state, and local laws, regulations, rules and standards which apply to this Contract.
- 2.2 CERCLA - The Comprehensive Environmental Response, Compensation, and Liability Act
- 2.3 CFR – Code of Federal Regulations
- 2.4 Designated Agency Coordinator/Contact - A requesting entity's authorized employee who is responsible for managing the project at the site or from an off-site location.
- 2.5 Drum Inventory Sheet – Documentation prepared at a time of packaging to each waste drum. A drum inventory sheet contains at a minimum the following information; drum number, chemical name, hazard class, waste profile sheet number, and generator's name. There is no specific drum inventory sheet form used under this Contract.
- 2.6 Emergency – A situation created by a release or spill or threatened release or spill of hazardous substances or pollutants that poses a threat to the safety of human health and/or the environment. Situation requires immediate response. The requesting entity determines severity of threat. An

- emergency request **requires suppliers to respond in less than 24 hours after such a request.**
- 2.7 Energy Recovery – Burning materials classified as hazardous waste or used oil for their heat or energy value. To qualify as energy recovery, the original waste materials must be burned in boilers or industrial furnaces with applicable permits issued through RCRA.
 - 2.8 EPA - U.S. Environmental Protection Agency
 - 2.9 Final RTSDF – an RTSDF that receives a waste material(s) or waste constituent(s) under the provisions of this Contract using the waste management methods as described in the Contract and which provides a CD (Certification of Disposal Documentation) as described in this solicitation, with the exception of Final Storage facility that would not provide a CD. For the purpose of this Contract, Final Storage only applies in the case of dioxin bearing/forming waste for which no current destruction capacity exists in the United States and which is stored in the United States.
 - 2.10 Fuel Blending – Waste that is blended with other waste or non-waste materials to produce a waste fuel that will meet specifications for a particular burner.
 - 2.11 Generator – The State owned or operated facility that produced the hazardous waste.
 - 2.12 Hazard assessment - Evaluating the effects of a stressor or determining a margin of safety for an organism by comparing the concentration that causes effects with an estimate of exposure to the organism.
 - 2.13 Hazardous Materials – term relative to US Department of Transportation laws and regulations. -, any “particular quantity or form” of a material that “may pose an unreasonable risk to health and safety or property.”
 - 2.14 Hazardous Substance – 1. Any material that poses a threat to human health and/or the environment. Typical hazardous substances are toxic, corrosive, ignitable, explosive, or chemically reactive. 2. Any substances designated by EPA to be reported if a designated quantity of the substance is spilled in the waters of the United States or is otherwise released into the environment.
 - 2.15 Hazardous Waste – When hazardous substance is thrown away, it becomes hazardous waste. Hazardous waste is by-products of society that can pose a substantial or potential hazard to human health or the environment when improperly managed. Possesses at least one of four characteristics or appears on special EPA list defined as in subparts C or D or appendix VIII of 40 CFR 261 and 49 CFR 171.
 - 2.16 Identification Code or Number: - The unique code assigned to each generator, transporter, and treatment, storage, or disposal facility by regulating agencies to facilitate identification and tracking of chemicals or hazardous waste.
 - 2.17 Incineration – An enclosed device using controlled flame combustion that neither meets the criteria for classification as a boiler nor is listed as an industrial furnace.
 - 2.18 Labpack – A container consisting of one or more smaller containers of waste packed in accordance with DOT regulatory requirements.
 - 2.19 Landfill – A disposal facility where waste is placed in or on land.
 - 2.20 Long Term Storage – Storage for more than one year
 - 2.21 Manifest – A form used by transporter hauling waste that lists EPA identification numbers, type and quantity of waste, the generator it originated from, the transporter that shipped it, and the storage or disposal facility to which it is being shipped. It includes copies for all participants in the shipping process.
 - 2.22 Mobilization Cost – Cost to mobilize a vehicle, personnel, and supplies to the waste generation location in order to perform hazardous waste management services.

- 2.23 OSHA – Occupational Safety and Health Administration
- 2.24 Permit – An authorization, license, or equivalent control document issued by EPA or an approved state agency to implement the requirements of an environmental regulations.
- 2.25 Pollutant – Generally, any substances introduced into the environment that adversely affects the usefulness of a resource or the health of humans, animals, or ecosystems.
- 2.26 RCRA - Resource Conservation and Recovery Act
- 2.27 Reclamation – The process to recover as usable product(s) or to regenerate the material(s) as defined by 40 CFR.
- 2.28 Recycling –this Contract processing waste in order to recover a useable product, regenerate the material or use the waste as an effective substitute for a commercial product. Recycling does not include materials that are used in a manner that constitutes disposal, used to produce products that are applied to or placed on the land, or accumulated speculatively.
- 2.29 Retort – Roasting in a thermal processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery.
- 2.30 RTSDF – Recycling, Treatment, Storage, and/or Disposal Facility, a facility, including all contiguous land, and structures, other appurtenances, and improvements on the land, which is used for recycling, reusing, reclaiming, transferring, treating, storing and other waste management methods as described in this solicitation for the handling and disposing of dangerous waste, and a facility that is subject to regulation and/or permitting under federal and state and local hazardous waste regulations as described in this solicitation.
- 2.31 Rush - A situation created by a release or spill or the threat of release or spill of hazardous substances or pollutants that poses a threat to human health and/or the environment. The situation is urgent but there is time to launch a planned response. Requesting entity determines severity of threat. **Rush requires the supplier to respond in more than 24 hours but less than 72 hours after a request from the requesting entity.**
- 2.32 Response Action - Actions taken to mitigate a release or threatened release of a hazardous substance or pollutant.
- 2.33 Short Term Storage – Storage of waste for one year or less.
- 2.34 Storage – Waste storage in a permitted RTSDF facility as defined by 40 CFR.
- 2.35 Stressor – Physical, chemical or biological entity that can induce adverse effects on ecosystems or human health.
- 2.36 Subcontractor – A subcontractor is a person or entity who has a direct contract with the Supplier to perform a portion of the work at the site. All subcontractors utilized on a project site must be listed in the Supplier’s work plan.
- 2.37 Task Order – A written document signed by the requesting entity that is issued for the purpose of placing orders against the contract.
- 2.38 Transporter – Hauling firm that is called “Supplier” under this Contract that picks up properly packaged and labeled hazardous waste from generators and transports it to designated facilities for treatment, storage, or disposal. Transporters are subject to applicable federal, state and local regulations and rules.

- 2.39 Treatment – Any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any waste so as to neutralize such waste, or so as to recovery energy or material resources from the waste, or so as to render such waste non- hazardous or less hazardous; safer to transport, store or dispose of or amenable for recovery, amenable for storage, or reduced in volume.
- 2.40 TSD – Treatment, Storage, and Disposal facility **with appropriate state or federal permit.**
- 2.41 Unknowns – A waste that the chemical nomenclature, composition, structure or hazardous qualities are unknown to the waste generation location.
- 2.42 Waste Characterization – Identification of chemical and microbiological constituents of a waste material.
- 2.43 Waste Data Sheet – Documentation that gives information, at a minimum, on site locations, volumes, waste type, waste source, physical characteristics and chemical properties, radioactivity concentrations for a particular waste stream. There is no specific waste data sheet form used under this Contract.
- 2.44 Waste Generation Location – The Customer owned or operated facilities and locations generating hazardous waste that will be managed under this Contract.
- 2.45 Waste Management Facility – Supplier owned or partnered or contracted facility used to treat, store, dispose, reclaim, recycle, transfer, incinerate or otherwise management waste under this Contract. Includes facilities used to management waste generated during the Supplier’s treatment, reclamation, recycling or disposal of waste.
- 2.46 Waste Profile - A written description of chemical ingredients in the waste and the dangerous waste numbers assigned to it.
- 2.47 Work – Projects/task orders issued under this Contract
- 2.48 Work Plan – A written document describing anticipated response actions before beginning work. The work plan shall define the types and quantities of response personnel, key personnel, equipment, materials, subcontractors and any other pertinent items to be used to resolve the incident. The Supplier’s work plan shall state the estimated time of completion and cost based on the cost schedule. The work plan may be re-examined and updated as new information is obtained.

3. SCOPE OF WORK

3.1 ORGANIZATION AND PERSONNEL REQUIREMENTS

3.1.1 Organization

3.1.1.1 At a minimum, the Supplier and any subcontractor:

- a. Is not currently receiving or has outstanding federal or state corporate criminal conviction;
- b. Is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency because of debarment or suspension by EPA and/or the State of Oklahoma;
- c. Is not currently determined by EPA to be unacceptable to receive cleanup waste (ref. 40 CFR 300.440);
- d. Must have a minimum of three (3) years experience in similar nature and scope of work required in this solicitation;

e. Have, will have, or plan to have a field office in Oklahoma after award is announced.

3.1.1.2 All RTSDFs and transporters used under this Contract shall not be accepted to work under this Contract if one of the following conditions is met. The Supplier is responsible for establishing procedure for the review and evaluation of the RTSDFs and transporters working under this Contract.

a. The RTSDF is currently closed.

b. The RTSDF is identified as a significant noncomplier (exhibiting RCRA Class I violations or fines for groundwater monitoring, closure, post-closure, or financial responsibility), and has not entered into a compliance schedule or similar action.

c. The RTSDF has been cited via an administrative order or judicial action, and the RTSDF has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

d. The RTSDF has exhibited a history of noncompliance (including, but not limited to RCRA class I and II violations, OSHA violations, state and local violations, and DOT violations) and exhibited a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least six months. Repeated violations or fines may be considered as a lack of "good faith".

e. The RTSDF has been identified as having groundwater contamination or is not acceptable under the State's groundwater anti-degradation policy.

f. The transporter does not have the appropriate federal / state / local permits to transport hazardous waste.

g. The transporter has been cited via administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

h. The transporter has exhibited a history of noncompliance (including, but not limited to RCRA, DOT, OSHA, state and local regulations governing hazardous materials hauling and motor carrier safety) with a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least three months. Repeated violations or fines may be considered as a lack of "good faith".

i. The RTSDF or transporter's license or permit is expired and not renewed.

3.1.1.3 All TSDs used under this Contract shall have a current permit and shall not be from under any state and/or federal permit action that prohibits them accepting waste.

- 3.1.1.4 All transporters used under this Contract shall have the appropriate federal / state / local licenses to transport hazardous materials and are not subject to any federal/state/ and/or local order that prohibits the transport of hazardous materials.

3.1.2 Personnel Qualifications

- 3.1.2.1 The Supplier shall provide competent and adequately trained personnel to sample, analyze, package, label, transport and manage waste. Key personnel must have “servicing the contract” as a top priority. Key personnel are considered as supervisory or management level. Personnel shall be of adequate number, have adequate training, and understand chemical hazards and commonly-used nomenclature to meet the requirements of all applicable regulations. If the Supplier uses personnel of subcontractor personnel, the subcontractor’s personnel shall be provided in adequate number and have sufficient training to meet all applicable regulations. Waste management projects of extended duration or of large size shall be managed by personnel who will remain with the project until its completion.

- 3.1.2.2 Supplier shall provide a high level of customer service that includes responding promptly to the requesting entity and waste generation location phone and electronic mail messages. The Supplier will return phone calls promptly (See response time for each type of services). If there are any unresolved issues or questions, the Supplier shall regularly update the requesting entity on progress made in resolving questions or problems.

- 3.1.2.3 All on-site personnel must currently have 40-hour OSHA (HAZWOPER) training and currently have 8 hour OSHA refresher training.

- 3.1.2.4 Must pass background check by federal or state enforcement agency upon request by the State.

3.1.3 Permits and Licenses

- 3.1.3.1 Suppliers and any subcontractors shall be licensed and permitted to handle, analyze, transport, store and dispose of hazardous waste as described herein. Suppliers and subcontractors shall, without additional expense to the State, obtain and maintain current any licenses and permits necessary for compliance with federal, state and local laws, regulations, rules and standards. The Supplier and subcontractors shall maintain permits and licenses and be in compliance with all licensing requirements through the term of the contract. These shall include, but not be limited to, the following:

- a. Resource Conservation and Recovery Act (RCRA) interim status or final status permits for TSD;

- b. U.S. Environmental Protection Agency (EPA) identification number;
- c. Oklahoma Highway Remediation and Cleanup Service License;
- d. Oklahoma Asbestos Inspector license;
- e. Radioactive Materials License (either issued by Oklahoma DEQ or with reciprocity recognition from Oklahoma DEQ); and licenses and permits necessary for transportation of hazardous waste in Oklahoma and any other states through which waste will be transported, to include, but not limited to, the following:
 - i. Intrastate for hire and private motor carrier licenses from the Oklahoma Corporation Commission;
 - ii. Intrastate United States Department of Transportation (USDOT) number with an Oklahoma designation from the Oklahoma Corporation Commission;
 - iii. Interstate USDOT number from the U.S. Department of Transportation;
 - iv. Regulated Interstate Single State Registration certification from the Oklahoma Corporation Commission or from one of other participating states;
 - v. Unregulated Interstate Registration Certificate (IRC) from the Oklahoma Corporation Commission or from one of other participating states;
 - v.i Deleterious Substance Transport Permit (DSTP) from the Oklahoma Corporation Commission;
 - vii. Hazardous Waste Carriers Registrations and Permits from the Oklahoma Corporation Commission or from one of other participating states;
 - v.iii Underground Storage Tank (UST) Remover License; and UST Remediation Consultant License

3.1.4 Compliance with Rules and Regulations

The Work operated under this Contract is to be in compliance with all applicable federal and state laws, including but not limited to RCRA (Resource Conservation and Recovery Act), Comprehensive Environmental Response, Compensation, and Liability Act

(CERCLA), Federal Insecticide and Rodenticide Act, and the Toxic Substances Control Act, and all related amendments and other applicable rules and regulations as said herein. Suppliers and any subcontractors agree to comply with all applicable Federal, State and local laws, regulations, rules and standards as well as the conditions of any permits, as may be amended and that may be promulgated.

Suppliers and any subcontractors agree to indemnify and hold harmless the State from all damages assessed against the using entities as a result of the Supplier's failure to comply with federal, state and local laws, permit conditions, rules, standards and regulations.

For any waste exported, Supplier and any subcontractors agree to comply with all applicable government hazardous waste disposal laws, regulations, rules and standards as well as conditions of any permits, as may be amended and that may be promulgated, and agree to indemnify and hold harmless the State from all damages assessed against using entities as a result of the Supplier's failure to comply with all governmental laws, regulations, rules, standards, and permit conditions of the receiving country.

3.2 SERVICE REQUIREMENTS

3.2.1 General Requirements

3.2.1.1 Sources and Types of Waste

This contract includes all hazardous waste types as defined in the Code of Federal Regulations 40 CFR 261 as follows: Listed Wastes, Characteristic Wastes, Universal Wastes, Mixed Wastes, which contains both radioactive and hazardous waste components, and lab pack materials.

Hazardous waste is generated from the operation of machinery, structural maintenance, construction, laboratories, research activities, vehicles, manufacturing and other institutional, commercial or industrial activities. This contract excludes medical waste generated from healthcare facilities and pesticide waste under Unwanted Pesticide Program managed by the Oklahoma Department of Agriculture.

Examples of wastes: organic solids and semi-solids, organic solvents and oils, paint-related wastes, organic and inorganic acids and bases, aqueous wastes with or without toxic metals, reactive wastes including sodium, lithium, and phosphorus metals, chemically contaminated items, mercury and mercury contaminated items, mercury salts and solutions, petroleum contaminated media, naturally occurring radioactive material (NORM), polychlorinated biphenyls (PCBs) and PCB remediation waste, solvents contaminated with PCB aerosols and liquids, sludge, contaminated Freon, dioxin (TCDD) and dioxin containing wastes, pesticides, pesticide contaminated soil, compressed gas cylinders, pressurized canisters, batteries (except automobile batteries), lamps, light fixture ballasts, liquid wastes, laboratory chemicals, remediation and investigation wastes, used or waste oil, radioactive materials, petrochemical bi-products, mixed wastes, clandestine lab

chemicals, containers of unknown waste that have been dumped or abandoned, industrial chemical waste, and other materials that have been contaminated by previous substances.

3.2.2.1 Type of Services

Category 1: Routine

Supplier shall provide the Routine Hazardous Waste Disposal Service; scheduling or as needed basis for removal and disposal of hazardous substances and/or pollutants including: hazardous waste as defined in 40 of the Code of Federal Regulations 261, radioactive, multi-hazardous waste that is a combination of waste that demonstrates more than one characteristic or listed hazard or both characteristic and listed hazards under 40 of the Code of Federal Regulations 261.

Supplier shall have the capability to efficiently, effectively and safely identify, characterize the extent of, remove, transport and properly dispose of hazardous substances and/or pollutants in various quantities of varying degrees of hazard and under varying conditions.

Category 2: Emergency

Supplier shall provide emergency and rush response action services, including identification, characterization, removal and disposal of hazardous substances and/or pollutants.

Supplier shall have the capability to efficiently, effectively and safely identify, characterize the extent, remove, transport and properly dispose of hazardous substances and/or pollutants in various quantities of varying degrees of hazard and under varying conditions.

A. Category 1: Routine - Service expectations

Time for routine hazardous disposal service is not a critical factor. The Supplier's required response time may range from a few business days to a few business weeks as stipulated by the requesting entity and Supplier. Supplier shall adhere to the following for service requests:

1. Receive the task order under this Contract by face to face, telephone, fax, or email and confirm them in writing within two (2) business days;
2. May visit the project site in order to obtain a comprehensive understanding of the hazardous waste situation and to develop a written work plan and the total project price. The Supplier shall include in the work plan a description of how, when, by whom, with what, and to what degree the Supplier proposes to satisfy the requirements set forth in each project, as well as the Supplier's safety plan for the project;
3. The work plan and total project price shall be submitted to the requesting entity and is subject to review and approval of the requesting entity. Once the work plan and total project price is approved, the requesting entity will issue a purchase order based on all work and cost outlined in the work plan.

4. The Supplier shall maintain a complete daily record of all labor, equipment, materials, and subcontracted services and expenses, if any, incurred in the performance of the project.
5. The Supplier shall package and secure waste in a safe manner. Remove all waste from the site upon completion of Supplier's performed preparation for shipment and departure, unless previous written approval is obtained from the requesting entity.
6. Transport approved requesting entity's packed material.
7. Upon project completion, the Supplier shall submit an affidavit that all hazardous waste removed from the site have been properly and legally transported and destroyed or disposed.
8. The total project price submitted by the Supplier shall be guaranteed not-to-exceed cost when the following circumstances are met. No other circumstances will result in revising the not-to- exceed cost.
9. The waste sample analysis has been completed;
10. The waste material has been characterized (profiled) and the waste material conforms to the description on the waste data sheet and individually listed by name on the drum inventory sheet;
11. Packaging list of requesting entity's packed waste materials has been reviewed and approved by the Supplier. Rejected lists shall be annotated with reason for rejection and required change(s) to assist the requesting entity in preparing acceptable changes.
12. In the event that a revision to the original purchase order is necessary due to unforeseen conditions, written documentation detailing the reasons for such revision and cost adjustment must be submitted to the requesting entity for review and approval. In no case will additional work beyond the original purchase order be performed without prior approval from the requesting entity.

B. Category 2: Emergency – Service Expectations

Supplier shall adhere to the following time response limits for service requests:

“Emergency” response:

1. The Supplier shall verbally respond to requesting entity within thirty (30) minutes of verbal or written task order from the requesting entity.
2. Within one (1) hour of verbal or written task order for service from requesting entity, the Supplier's emergency response equipment and personnel shall be in route to the incident scene.
3. The response equipment and personnel shall be capable of reaching the site within one hour for every fifty (50) miles from point of origin to the location of the emergency.

4. After initial survey of the site (if needed) with prior approval by the requesting entity, the Supplier then shall issue a work plan and submit to the requesting entity. The Supplier shall not begin response work until the requesting entity has verbally approved the on-site work plan. Task Orders may be issued verbally but will be formalized in writing within a reasonable amount of time of no more than 48 hours after verbal order.
5. The Supplier may utilize the services of subcontractors, if needed to expedite the response.
6. If the situation allows, the Supplier shall discuss with the requesting entity, prior to implementation of the emergency services, the safety measures to be utilized in the performance of the emergency services
7. The Supplier shall document the safety measures actually performed and submit such documentation to the requesting entity upon project completion. The Supplier shall maintain a complete daily log of all labor, equipment, materials and subcontracted services and expenses, if any, incurred in the performance of the emergency services
8. The Supplier shall submit a copy of daily log sheets to the requesting entity by no later than noon of the following workday, unless otherwise specified by requesting entity.
9. The Supplier shall agree and understand that the requesting entity shall determine when the emergency hazardous waste project is complete.
10. Upon project completion, the Supplier shall submit an affidavit that all hazardous waste removed from the site have been properly and legally transported and destroyed or disposed.

“Rush” response:

1. The Supplier shall verbally respond to requesting entity within 24 hours of verbal task order from the requesting entity.
2. Within 72 hours of verbal task order for service from requesting entity, the Supplier’s rush response equipment and personnel shall be en route to the incident scene.
3. After initial survey of the site (if needed) with prior approval by requesting entity, the Supplier then shall issue a work plan and submit to the requesting entity. The Supplier(s) shall not begin response work until the requesting entity has verbally approved the on-site work plan. Task Orders may be issued verbally and will be formalized in writing within 96 hours after verbal order.
4. The Supplier may utilize the services of subcontractors, if needed to expedite the response.

5. If the situation allows, the Supplier shall discuss with the requesting entity, prior to implementation of the emergency services, the safety measures to be utilized in the performance of the emergency services
6. The Supplier shall document the safety measures actually performed and submit such documentation to the requesting entity upon project completion. The Supplier shall maintain a complete daily log of all labor, equipment, materials and subcontracted services and expenses, if any, incurred in the performance of the emergency services
7. The Supplier shall submit a copy of daily log sheets to the requesting entity by no later than noon of the following workday, unless otherwise specified by requesting entity.
8. The Supplier shall agree and understand that the requesting entity shall determine when the emergency hazardous waste project is complete.
9. Upon project completion, the Supplier shall submit an affidavit that all hazardous waste removed from the site have been properly and legally transported and destroyed or disposed.

C. Category 2 - Emergency and Rush Response - Specific Requirements

The Supplier shall provide emergency and rush response services on a 24-hour, 7-days a week basis, as requested.

Supplier shall provide a 24 hour toll-free number for requesting emergency and rush response.

The Supplier shall provide all necessary personnel and equipment to respond to, and provide cleanup, transportation and disposal of the following services, to include but are not limited to:

1. Over packing of leaking containers
2. Cleanup of Chemical and oil spills
3. Packaging reactive chemicals
4. Transporting waste
5. Arranging for and obtaining final disposal

The requesting entity shall not be unreasonable in allowing cost revisions in the event of unforeseen circumstances occurring at a site. In the event that a revision to the original work plan is necessary, supplier will submit written documentation detailing the task and schedule revision, the reasons for such revision and cost adjustment must be submitted to the requesting entity for review and approval prior to implementing the change. In no case will additional work beyond the original work plan be performed without prior approval from the requesting entity. In urgent circumstances, the requesting agency may verbally approve changes in scope and/or cost, which will be documented in writing within 72 hours.

D. Category 1 – Routine - Specific Requirements

As requested by requesting entity, waste pickup scheduling or an as requested basis: Suppliers shall pick up waste during normal working hours (Monday through Friday, between 8:00 AM and 5:00 PM) unless prior arrangements are made and approved by the requesting entity. When the requesting entity requests waste management services be provided outside normal working hours, overtime or double time rates will prevail; however, if Supplier requests waste management services be provided outside normal working hours, standard rate of pay will prevail. All waste pickups shall occur at a time mutually agreed to by the Supplier and the requesting entity. If delays are created by the Supplier, the Supplier will be responsible for all costs associated with the additional handling of the waste to assure that the waste is removed from the waste generation location within the regulatory limits. If delays are created by the requesting entity, the requesting entity will be responsible for all costs associated with the additional handling of the waste to assure that the waste is removed from their waste generation location within the regulatory limits. The Supplier shall notify the requesting entity of any change of the waste pick up time at least 24 hours prior to the scheduled pick up time. The successful supplier shall notify the requesting entity of any change of the waste pick up date at least 2 working days prior to the scheduled pick up date.

Standard time (ST) will consist of a standard normal working hours, 40 hour week. Work performed on a mobilization in excess of 40 hours/week/site is Overtime (OT) and is chargeable at Time-and-one-half (1.5 X ST rate). Work performed on State Legal Holidays is chargeable at Double time (DT) (2.0 X ST rate). All time charged for ST must be related to work at actions under this Contract. Hours counting toward OT must be accumulated at a specific site. OT and DT must be approved in writing in advance by the requesting entity. Unapproved OT and DT will be reimbursed at ST rates.

Supplier shall arrive at the waste generation location with all equipment, supplies, and other materials necessary to appropriately manage all waste.

When waste analysis is performed by the requesting entity, requesting entity warrants that the waste packaged, loaded and removed under this Contract shall be the waste that has been characterized (profiled) in the Waste Data Sheet and individually listed by name on the Drum Inventory Sheet. Requesting entity understands and agrees that Supplier has the absolute right to reject and refuse to handle any shipment of waste in the event that Supplier determines based on its sample analysis that the waste material does not conform to the description on the Waste Data Sheet supplied by the requesting entity.

If the shipment is rejected or refused for misrepresentation by the requesting entity, then the requesting entity shall be obligated to pay entire cost of transportation of waste to and from the requesting entity's site.

The Supplier shall provide a written, assessment of the cost and a work plan for each project based upon the not to exceed prices stated in this Contract. Not-to-exceed prices are firm, fixed unit prices that will be established under this Contract for acquiring supplies and services which are mutually agreed upon by Supplier and the State.

Supplier shall be required to complete all work outlined by the work plan in accordance with the not-to-exceed cost.

3.2.2 Land Disposal Restrictions and Treatment Standards

Supplier shall be capable of managing hazardous waste subject to Land Disposal Restriction. Suppliers shall comply with all aspects of the EPA land disposal restrictions and treatment standards as promulgated from 40 CFR §268. Upon request, Suppliers shall assist using entities in preparing notifications-certifications and related paperwork to fulfill land disposal restrictions and treatment standards.

3.2.3 Reporting Requirements

Daily Log Reports. For each work day, for each project, the Supplier must maintain a log of activities indicating, at a minimum (if applicable on that day), the following:

- A detailed description of all work performed;

- Units and costs for personnel, equipment, materials, and other resources used and/or expended;

- Laboratory reports ordered and/or received;

- Log sheet indicating the name of person, the specific level of protection, and the amount of time spent in a particular level of protection for all personnel in levels of protection;

- Vehicle mileage log indicating date, the point of origin to the destination, start time to stop time, begin odometer to end odometer. Driver daily log can be used.

- Site sign-in and sign-out sheet, indicating name and affiliation of each person to enter the site, as well as the time such person entered and left the site;

- Volume of material, hazardous or non-hazardous, removed from the site, its destination(s), and the method(s) and estimated cost(s) of transportation, storage, treatment, and/or disposal;

- Description of any unusual circumstances at the site, including any complaints received regarding the response action.

Weekly Reports. When requested by requesting entity, the Supplier will submit written weekly reports to the requesting entity that summarize any on-site activity.

Monthly Reports.

When requested by requesting entity, the Supplier will submit written monthly progress reports to the requesting entity by the 10th day of each calendar month. Each monthly progress report contents shall be determined by the requesting entity, which may include the following:

- Administrative issues section such as a statement of total cost incurred for all work in the current reporting period or under the contract to date;

- Site-specific response action summary section such as a summary of work completed this period or a description of work yet to be done.

3.2.4 Spill Responsibilities

Supplier is solely responsible for any and all spills, leaks or releases, which occur as a result of, or are contributed to by, the actions of its agents, employees, or subcontractors. In the event of a spill, leak, or release, the Supplier agrees to take the following actions:

Evacuate and warn those persons that may be affected by the spill.

Immediately contact requesting entity's representative

Clean up the spill in a manner that complies with federal, state and local laws, regulations, rules and standards.

For spills, that occur other than on a requesting entity's owned or leased property; provide all notifications and reports as specified by federal, state and local laws, regulations, rules, standards and permits.

3.2.5 Designated Agency Coordinator by Requesting Entity

The Supplier shall agree and understand that each project shall be overseen by a Designated Agency Contact if deemed appropriate by the requesting entity (hereinafter referred to as the DAC) who shall be furnished by the requesting entity. The Supplier shall coordinate and report directly to the DAC. The Supplier shall agree and understand that the requesting entity shall have full authority for, but not limited to the following:

Determination of completion of each project

Determination of emergency, rush, or non-emergency/non-rush status of the project

Review of daily cost figures as reported in the Supplier's daily record; Oversight and approval or disapproval of cleanup procedure;

Oversight and approval or disapproval of the use of certain equipment, personnel, materials, and/or related services and procedures;

Hours of work and/or days of work; Establishment of proper safety protocol;

Stopping work for safety, environmentally unsafe activities or procedures or due to violation of safety regulations by the Supplier or the Supplier's personnel or subcontractors;

Approval or disapproval of decontamination procedures;

Approval or disapproval of disposal sites and treatment technologies

3.2.6 Health and Safety Plan

Supplier must have, maintain, and enforce an established health and safety training program for all personnel who provide services in accordance with the terms of this Contract. The Supplier's safety training program and work environment must, at a minimum, satisfy the safety guidelines and regulations set forth by the Occupational Safety and Health Administration (OSHA). Supplier will conduct all work under this Contract in a manner that mitigates the situation while ensuring the safety of the public.

3.2.7 Waste Sampling and Analysis/Testing Service

Supplier shall provide sampling, physical and chemical analysis/testing of waste samples, when requested by requesting entity.

Supplier shall use an Oklahoma Department of Environmental Quality or EPA certified laboratory or other approved laboratory that is accredited through acceptable accreditation programs such as a National Voluntary Laboratory Accreditation Program (NVLAP) that shall strictly adhere to the prescribed methods including provisions for sample preparation, prescribed equipment, detection limits and QA/QC procedures.

Sample shall be handled, stored and analyzed in accordance with good laboratory practices in accordance with EPA required standards and methods.

Standard written analysis result shall be submitted to the requesting entity within 5 business days of sample receipt.

Rush analysis, when analysis methods permit, shall be completed at greater than 24 hours but no later than 72 hours of sample receipt.

Emergency analysis, when analysis methods permit, shall be completed within 24 hours of sample receipt.

Typical analysis/testing requested:

- Volatile and/or Semivolatile organics

- Total Petroleum Hydrocarbons (TPH)

- RCRA 8 and/or individual metals

- TCLP Screen and/or extraction

- EPA Characteristics analysis

- PCBs (Wipes, soil, water, oil)

- In-Field hazard characterization, sampling, and testing of small volumes of unknowns

The requesting entity may provide the Supplier with laboratory data. The Supplier shall review the data and notify the requesting entity of any waste that may require special handling or create problems or delays in waste management services. Should the Supplier see waste that can be managed in some more efficient or non-hazardous way that information shall be immediately communicated to the requesting entity.

The Supplier shall characterize the waste per EPA, DOT and requesting entity specifications and perform other requested analysis. Waste characterization shall, at a minimum, allow the Supplier to safely transport and manage waste in accordance with all applicable regulations.

Supplier shall have the capability to sample unknowns for characterization and analysis. Sampling by the Supplier at response sites will require the Supplier provide all equipment and materials necessary for sampling. On-site characterization shall be done safely and in accordance with all applicable regulations. Standard ASTM and EPA sampling methods shall be used. Supplier shall

be able to characterize and analyze waste samples collected by the designated requesting entity's representative.

3.2.8 Packaging and Labeling Supplier shall:

Supply USDOT specification, shipping containers and packaging material suitable for the packaging and shipment of all types of hazardous waste, when requested by requesting entity. Supplier shall properly package, mark and label waste for shipment including re-containerization, over packing or lab packing waste as necessary. This includes proper packaging and labeling of shock sensitive, reactive, and gas cylinders. The requesting entity may request that waste be packaged to meet DOT standards only;

Provide unused hazardous waste containers in accordance with 49 CFR §178 Specifications for packaging and 40 CFR §265 Subpart I Use and Management of Containers, when requested by requesting entity;

Pack all waste, when requested by requesting entity;

Pack all waste in compliance with 49 CFR while minimizing cost to requesting entity;

Bear all costs associated with marking and labeling containers;

Review and approve all containers and labeling prior to shipping;

Provide and affix the appropriate placards to its vehicle prior to leaving requesting entity's site;

Provide requesting entity with all appropriated transportation documentation, uniform hazardous waste manifests, land disposal restriction forms, drum packing slips, and labels for each container at no additional cost to the requesting entity; and

Properly mark and label any empty containers as "empty", as directed by requesting entity.

If Supplier needs to repackage waste(s) because of improper packaging by requesting entity, i.e., not packed in such a manner that all applicable federal, state and local laws, regulations, rules and standards are complied with, then Supplier shall receive requesting entity's prior approval before performing the repackaging.

All waste shall be removed from the waste generation site at the time the waste is packaged and labeled. Any exception shall be approved, in advance, by the requesting entity. If any waste is not transported, the Supplier shall notify the requesting entity with waste management options and a proposed waste shipment schedule within 7 days of the initial waste packaging.

Lab pack waste shall be packed in an efficient and cost effective manner. This may include providing to the designated requesting entity's representative:

- a database system for sorting shipments based on DOT hazard classes, technical assistance with safely combining chemicals,

- a uniform labeling system that includes Supplier and waste generation location information, and/or

- "paper packing" of shipments to save labor cost and assist the designated agency representative with waste preparation prior to pickup services.

3.2.9 Transportation Resources

Supplier shall provide the necessary transportation services to meet the transportation needs of the state for services provided under this Contract, including short-haul and long-haul trucking, rail, and over-water transportation.

Supplier shall be a registered transporter company with all required permits and licenses for any applicable federal and states that the waste will be transported to or through.

Vehicles must be operated by personnel trained in the handling and transport of hazardous waste and emergency procedures. At a minimum, they shall have a commercial license with an endorsement with hazardous material.

Pursuant to the Motor Carrier Act of 1980, hazardous materials transporters must have an endorsement (MCS-90) that demonstrates financial responsibility that includes pollution coverage for toxic-material clean-ups. The Supplier shall have and maintain this coverage through the terms of this Contract and shall be responsible to ensure that any transporter that the Supplier uses has this type of coverage.

3.2.10 Transportation Documentation

Supplier shall provide and utilize appropriate transportation documents for removal of all waste as described herein from requesting entity's premises. For requesting entity that prepares its own uniform manifest, Supplier shall provide assistance in the preparation of the manifest as requested by requesting entity.

The uniform manifest shall be reviewed and signed by an appropriate representative of the requesting entity or designated agent prior to or at a time of waste pick-up. Manifest shall be completed as prescribed by federal, state and local laws, regulations, rules and standards.

Supplier shall provide to requesting entity the original signed manifest(s), within thirty (30) calendar days of shipment.

If requested by requesting entity:

Each manifest, as well as all other required documentation or Bill(s) of Lading, shall be clearly and distinctly marked with the contract number and requesting entity's delivery order number as applicable. The contract number and delivery order number shall be noted in the upper right hand corner of each manifest.

Supplier shall provide all necessary data to enable the requesting entity to complete the Annual Reporting Information as required by the EPA; this information shall be made available within twenty (20) business days of pick-up.

When waste are manifested to a facility for temporary storage, repackaging or bulking, then the requesting entity shall provide the requesting entity documentation that lists the Final RTSDF to which each waste container's contents were sent to, copies of the shipping manifest(s), Bill(s) of Lading(s), acknowledgement of receipt by the Final RTSDF and any other pertinent paperwork.

3.2.11 Certification of Disposal Documentation (CD)

Supplier shall return to each requesting entity (designated contact person) a certificate(s) of treatment, disposal and/or destruction (CD) for all waste handled.

The CD shall be sent to the requesting entity within thirty (30) days from the date of disposal.

The CD document shall contain the following:

Requesting entity's name;

Requesting entity's shipment site or mailing address as requested by requesting entity;

Manifest number; and

Waste handling facility information:

1. Name and address of the RTSDF
2. Facility's EPA identification number
3. Waste management method
4. Date management method occurred
5. Facility official signature
 - i. If the waste is sent to another facility for use, e.g. recycled materials, energy recovery, list the facility(s) information (name and address).

3.2.12 Waste Handling and Storage Facilities

Supplier shall provide approved for use waste handling facilities as described herein RTSDF and any other facilities, including but not limited to ten (10) days transfer facilities, short and long-term storage facilities, and consolidators so that the regulatory limits for waste storage at the waste generation location would not be exceeded that will be used by the Supplier to properly handle and dispose of waste under this Contract. This includes storage of dioxin waste.

Supplier shall maintain current facility information with the Purchasing Division, Oklahoma Office of Management and Enterprise Services for each waste handling facility and the waste stream(s) that will be managed at each facility under this Contract.

Supplier shall dispose/destroy all waste within twelve (12) months from the original date of receipt, with the exceptions of dioxin bearing/forming waste that may require long-term storage and in rare cases where a waste stream may not have a current national capacity and it becomes necessary to reroute the waste, then the Supplier shall obtain the requesting entity's written approval to reroute waste to another approved facility, identifying the existence of a new national capacity market condition. Supplier shall provide the requesting entity a manifest detailing the reroute within thirty (30) days of shipment.

Recycling only facility (s) that are not required to have RCRA permits shall be required to obtain and maintain any and all state required permits in the state in which they are located, especially as it relates to liability insurance and financial assurance.

Hazardous waste that is to be recycled is subject to the requirements for generators, transporters

and RTSDF in accordance with applicable hazardous waste rules. When shipping hazardous waste to a facility for recycling, the Supplier must obtain proof that the waste was recycled.

All waste shall only be transported, accumulated, stored, recycled, destroyed or disposed of within the United States; unless no capacity exists in the United States for such an activity. Supplier shall obtain the requesting entity's written approval prior to shipping waste outside the United States for any purpose.

Any facility that receives and stores solid waste or materials that may become solid waste must be permitted as a solid waste processing facility under the Oklahoma Solid Waste Management Act.

3.2.13 Waste Handling Methods

Supplier shall provide a broad range of waste management methods including but not limited to reuse, recovery

(recycling, reclamation, energy recovery/fuel programs) and disposal. Disposal may include practices such as but not limited to: Acid/base neutralization, precipitation, activated carbon adsorption, hydrolysis, ion exchange, extraction, oxidation/reduction, separation technologies, retorting, stripping, destructive incineration, solidification/stabilization and direct landfill.

3.2.14 Waste Pickup Authorization

Prior to any shipment being made, the Supplier shall communicate to the requesting entity available waste management facility or facilities. When there is a choice of approved waste management facilities or methods for a particular waste, the waste management facility or method used will need prior approval by the requesting entity. The Supplier shall not redirect waste in transit to a different waste management facility without authorization of the requesting entity. If such changes in destination require changes to the manifest, the Supplier shall:

- Reference the change through notations on both the old and new manifest.

- Note on the old and new manifest explanations of where and when the waste shipment was transferred to a new manifest.

- Give copies of the final manifests including all notations to the affected requesting entity.

The requesting entity must authorize all removal of waste from the waste generation location. The requesting entity reserves the right to inspect shipments before waste is sent off-site.

3.2.15 Task Order Requirements

All work and services to be performed under this Contract will be initiated by a task order issued by the requesting entity representative. At a minimum, each task order issued under this Contract will include the following:

- A Brief description of the work to be performed

- The work schedule, period of performance, or required completion date

- The reporting requirements and deliverables, optional.

The Supplier shall respond back to the requesting entity representative with a written work plan with appropriate response turnaround time for each type of services (emergency or rush,).

Initial site visit may be performed with prior approval by the requesting entity. Upon arriving at the site, the Supplier shall communicate directly with the Designated Agency Contact, if present, regarding the request and conduct an initial survey. The survey shall include sufficient site specific information to enable the Supplier to prepare a work plan to accomplish the project in the most effective, efficient and safe manner possible.

The Supplier shall not begin response work until the DAC has verbally approved the work plan. The written approval shall be followed within 48 business hours after verbal approval.

Notifications to Requesting Entity

The requesting entity shall be notified in writing immediately of any of the following conditions at waste management facilities.:

- Significant releases of hazardous waste to the environment as defined by applicable regulations;

- The onset of voluntary or requesting entity-mandated environmental cleanups;

- Notice of regulatory violations, citations, or investigations;

- Change in transportation methods, packaging, facility acceptance criteria and other waste handling policies that effect waste management cost or waste generation location preparation for waste shipment.

If the following conditions occur, the requesting entity shall be notified within 24 hours:

- Discrepancies in waste shipments such as changes in waste codes, waste management methods, waste manifest entries, land ban form entries, and exception reports;

- Rejection of the waste by the waste management facility;

- Spill or incidents involving requesting entity waste that occur during transport, storage, treatment or disposal.

The requesting entity shall be notified in writing within 7 business days of any changes and anticipated changes in key personnel providing service under this Contract.

3.2.14 Invoicing Procedures

Supplier shall within thirty (30) calendar days of the conclusion of the response action, submit invoice(s) that shall include, at a minimum, the following information:

- Invoice date

- Name of Supplier

- Name and location of work as designated in Task order

- Contract/Purchase order number (generator's) and project number, if applicable

- Manifest or Bill of Lading numbers, date of shipment, weight of shipment

- Final weight ticket from receiving facility scale or other certified scale, as appropriate

Description of the services and supplies, including quantity, unit price and extended totals

Description of waste, including quantity, unit prices and extended totals

Address where payment is to be mailed

Waste Profile (Stream) number(s) as applicable

State/EPA identification number (ID#) and address where service was provided

Attached copies of manifest(s) or Bill of Lading

Documentation of fuel adjustment criteria.

4. PRICE AND COST

As referenced in subsection 8.2.I, a Bid for Category 1: Routine shall submit Attachment 6: Routine Worksheet. A Bid for Category 2: Emergency shall submit Attachment 7: Emergency Cost Worksheet.