

TECHNICAL SUBMITTAL
610004483
CHEMSWEEP PESTICIDE RECYCLING PROGRAM

- I-1. Statement of the Project.** State in succinct terms your understanding of the project presented or the service required by this RFP.

Offeror Response

- I-2. Qualifications.**

- A. Company Overview.** The potential offeror should demonstrate the financial capability, experience or qualifications to assure good faith performance of the contract.

Offeror Response

- B. Prior Experience.** Include experience in the collection, packaging, transportation, tracking, disposal and documentation of pesticides as well as a list of possible resource materials and resource people who will be undertaking this Project. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Offeror Response

- C. Personnel.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where these personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education and experience in pesticide collection, packaging, transportation and disposal. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Offeror Response

- D. Subcontractors:** Provide a subcontracting plan for all subcontractors, including small diverse business and small business subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

1. Name of subcontractor;
2. Primary contact name and email;
3. Address of subcontractor;
4. Description of services to be performed;
5. Number of employees by job category assigned to this project; and
6. Resumes (if appropriate and available).

Offeror Response

- I-3. Training.** If appropriate, indicate recommended training of agency personnel. Include agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

Offeror Response

- I-4. Financial Capability.** Describe your company's financial stability and economic capability to perform the contract requirements. The Commonwealth reserves the right to request additional information to evaluate an Offeror's financial capability.

Offeror Response

I-5. Objectives

- A. General. The safe and successful collection, packaging, transportation and disposal of pesticides from participants within the Commonwealth of Pennsylvania is the main objective of this proposal. Counties and other municipal entities may utilize this contract for Household Hazardous Waste (HHW) collection events. Refer to the HHW technical specifications in Part I-8.
- B. Specific. To collect, package and transport pesticides from all targeted locations in Pennsylvania, including all necessary cleanup activities to assure no pesticides or visible residues remain at the collection location, and dispose of them at an EPA-approved disposal facility. The safety of the environment and all parties involved is paramount. Timely receipt of complete and accurate documentation (manifests, certificates of waste destruction, invoices, and associated reports) is required.

Offeror Response

- I-6. Tasks.** Describe in narrative form your technical plan for accomplishing the work using the task descriptions set forth below as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

The packaged materials and waste must be appropriately coded on a Hazardous Waste Manifest and disposed of in accordance with 40 CFR Part 268 and any other applicable local, state or federal regulations, including standards applicable to hazardous waste generators and standards applicable to transporters of hazardous waste. **Utilization of the standards applicable for universal waste management is encouraged where appropriate.** The manifested waste must be disposed of at a federally permitted disposal site, when so authorized under the Resource Conservation and Recovery Act (RCRA). The Proposal must state the specific location(s) and method(s) to dispose of the types of pesticides expected on any CHEMSWEEP inventory, or waste collected at any HHW event. The Contractor must ensure that all Hazardous Waste Manifests are sent to PDA verifying that the packaged materials and waste were received at the stated location(s).

1. The Proposal must include the following, but not limited to the following:
 - a. A contractor must provide a written, detailed description of the procedures which it would use in disposing of the pesticides, including collection and packaging procedures, transportation methods, accommodating the selection of pesticide collection sites, disposal sites and methods of disposal, including a description of required State and Federal permits and documentation necessary to accomplish disposal.
 - b. Plans for the handling of all accidents, incidents and spills. All costs associated with any accidents, incidents or spills are the responsibility of the contractor. The contractor shall have appropriate spill control and clean up materials on site during each collection. The contractor will detail necessary evacuation procedures, contact with appropriate emergency response agencies, contact with the media, and reporting as necessary. The contractor will ensure that each collection location has been reviewed and approved by the Pennsylvania Department of Agriculture, as may be necessary.
 - c. Description of and timelines for collection, packaging, transportation, disposal and reporting for all locations as identified by Pennsylvania Department of Agriculture, including all necessary cleanup activities to assure no inventoried pesticides or visible pesticide residues remain at the collection location. The contractor shall provide all packing material and supplies to prepare the pesticides for transportation and disposal.
 - d. Statement of contractor intent to acquire all necessary permits and licenses (at contractor's expense), including all licenses to transport hazardous waste.
 - e. Statement of contractor intent to acquire identification numbers for temporary sites.
 - f. Outline for the preparation of pesticides for safe transport and disposal.
 - g. Examples of properly completed Uniform Hazardous Waste Manifests for transportation of waste pesticides to an approved Treatment, Storage, and Disposal Facility (TSDF), Materials Recovery Facility (MRF), and EPA-approved final disposition facility.
 - h. Description of disposal procedures of pesticides by contractor at EPA-approved facilities.
 - i. Documentation of necessary insurance; \$2 Million for site and \$5 Million for transport.
 - j. All labor, other work and associated costs necessary to complete the project.

2. OTHER INFORMATION:

- a. The Contractor shall become the generator of record of the waste pesticides at the time the pesticides are collected and packaged by the Contractor at each collection site.
- b. The Pennsylvania Department of Agriculture will identify the individual participant locations in need of pesticide disposal.
- c. PDA will perform a laboratory analysis of unknown materials in quantities greater than 50 pounds solid or 5 gallons liquid that are submitted for disposal. All materials identified as pesticides will be tagged by PDA with an ID that includes the laboratory result.

- d. A postcard notifying each scheduled participant of the contractor's name and collection date will be mailed by the contractor 14 days prior to the scheduled collection.
- e. All pesticides shall be weighed on site with the cost applied per pound, including the weight of the primary pesticide packaging. Weights shall not include over-pack containers and/or packing materials used by the contractor. The Contractor must furnish a platform scales with each crew used to collect and manifest the material. All platform scales must be in conformance with the rules and regulations for commerce of the Pennsylvania Department of Agriculture, Bureau of Ride and Measurement Standards (BRMS), and must possess a current (no more than one year old) device approval seal issued by BRMS. The Contractor will provide evidence of conformance prior to the scheduled start of the work.
- f. Excluding overpack or shipping containers provided by the contractor for transportation of the pesticide waste, all containers holding pesticides that are collected in Pennsylvania, manifested to any facility, and invoiced as pesticide waste, will be considered as pesticide waste and shall be managed and disposed of as pesticide waste at an EPA-permitted and PDA-approved facility. Under no circumstances will any pesticide waste or primary pesticide containers generated from any bulking process collected under this contract be disposed of as non-RCRA waste. Empty containers generated from the bulking process shall be managed as solid pesticide waste.

NOTE: All pesticides and pesticide containers must be verified and the weight recorded prior to packing. Packing materials and packing containers are not to be included in the recorded weight invoiced to the Commonwealth.

- g. All fines and penalties resulting from Contractor's action in connection with the Contract shall be the responsibility of the Contractor.
- h. Facility Review
 - 1. The Commonwealth reserves the right to conduct a review of any facility that is proposed for use or actually used by the Contractor under this contract. Facility reviews may be conducted at any TSDF or MRF and includes but is not limited to transfer, consolidation, storage facilities, and transportation companies in which waste will be managed under this contract.
 - 2. Facility Reviews may include but are not limited to regulatory, environmental and financial concerns. Such reviews are to determine whether the facility is designed, constructed, and managed in a manner that minimizes the risk to human health and the environment, and minimizes pollution liability risk for contract users. Facility Reviews may include but are not limited to off-site facility documentation reviews and on-site facility reviews.
 - 3. Facility Review committee will conduct an off-site facility review of facility informational documents as provided by the Contractor and may include a visit to any facility for an on-site facility review.
 - 4. Facility Reviews of any facility may be conducted at any time during the contract term.

5. The Commonwealth reserves the right to reject or exclude any facility based on the Facility Review results.
6. All facilities used under this contract are conditionally accepted for use and may be removed at any time based on the Facility Review process. If a facility is removed for use under this contract by the Commonwealth for any reason, the Contractor shall have ten (10) business days to either remedy the situation at the facility to the Commonwealth's satisfaction, propose an acceptable remedy plan, or offer an alternative facility acceptable to the Commonwealth, otherwise the Contractor will be in breach of contract. Any associated costs related to the remedy of any facility shall be the responsibility of the contractor.

i. Facility Changes

1. Contractor shall notify PDA in writing within seven (7) calendar days if there has been a change of ownership, significant event or release (spill, fire, flood, explosion, etc.), significant operational change (processes, practices, permits, licensing, etc.), a change to the regulatory compliance status, change or addition of new waste management methods at a facility, or other significant events as determined by PDA.
2. Contractor shall receive prior written approval from PDA to add to or delete from the contract any TSDF, MRF, transportation company, final disposal facility or other facility used by the Contractor under this contract.

j. Packaging and Labeling

Contractor shall:

1. Supply USDOT specification shipping containers and packing materials suitable for the packaging and shipment of all types of hazardous wastes
2. Pack all waste in compliance with 49 CFR
3. Bear all costs associated with marking and labeling containers
4. Review and approve all containers and labeling prior to shipping
5. Provide and affix the appropriate placards to its vehicle prior to leaving all collection sites
6. Complete all appropriate transportation documentation, uniform hazardous waste manifests, land disposal restriction forms, drum packing slips, and labels for each container

k. Transportation Documentation

1. Contractor shall provide and utilize appropriate transportation documents for removal of all wastes as described herein from each collection site.
2. All manifests shall be completed as prescribed by federal, state and local laws, regulations, rules and standards.
3. Contractor shall provide to the Commonwealth original signed and legible copies of any and all Uniform Hazardous Waste Manifests within thirty (30) calendar days of shipment to any intermediate TSDF, MRF and/or final disposal facility.

4. If wastes are transported to an intermediate TSDF or MRF for temporary storage, repackaging or bulking, the Contractor must provide the Commonwealth with documentation that lists the final TSDF or MRF to which each type of waste will be sent, copies of the shipping manifest(s) to the intermediate TSDF or MRF, Bill(s) of Lading, and any other pertinent paperwork.
5. When wastes are transported to the final disposal facility for ultimate disposition, the Contractor must provide the Commonwealth with copies of the shipping manifest(s) to the final disposal facility. Unless pesticide waste is shipped directly from the collection events to the final disposal facility, this manifest for final disposition must list all related manifest numbers from the original collection events to the intermediate TSDF or MRF as specified in item j.

1. Certification of Disposal / Destruction Documentation (CD)

Upon final disposition of manifested waste, the Contractor must provide PDA with a Certificate(s) of Disposal/Destruction from the ultimate disposal/destruction facility appropriate to each type of waste and disposal method for each bulk quantity or load sent to an approved final disposal facility. The CD shall be sent to PDA within thirty (30) days of delivery to the final disposal facility. The CD document shall contain the following:

1. PDA's name and address
2. The contractor's (as generator) name and address
3. Manifest number(s). Each CD must include the number of the manifest associated with the delivery of that waste to the final disposal facility. Copies of all manifests must accompany the CD.
4. Waste Handling Facility Information:
 - a. Name and address of the disposal/destruction facility
 - b. EPA identification number of the disposal/destruction facility
 - c. Waste management method(s)
 - d. Date each management method occurred
5. Disposal / Destruction Facility official signature

m. Waste Handling Facilities

1. Contractor shall provide a list of facilities approved for use as waste handling facilities described herein as TSDF or MRF, and any other facilities including but not limited to ten (10) day transfer sites, storage (short and long-term) facilities, and consolidators that will be used by the Contractor to properly manage waste under this contract.
2. Contractor shall maintain current facility information with the Commonwealth for each waste handling facility and the waste stream(s) that will be managed at each facility under this contract.
3. Contractor shall dispose/destroy all collected wastes under this contract within nine (9) months from the original date of receipt. In rare cases where a waste stream may not have a current national capacity and it becomes necessary to reroute the waste, the Contractor shall obtain written approval from the Commonwealth to reroute waste to another approved facility. Any such wastes not sent for disposal/destruction within nine (9) months must be approved by PDA. Contractor shall provide the Purchaser a manifest detailing the reroute within thirty (30) days of shipment.

4. All wastes shall only be transported, accumulated, stored, destroyed or disposed of within the United States unless no capacity exists in the United States for such an activity. Contractor shall obtain written approval from the Commonwealth prior to shipping wastes outside the United States for any purpose.
- n. Failure to provide adequate waste tracking and disposal documentation of pesticides will result in a hold of payments due the contractor until such documentation is received.

3. SPECIAL REQUIREMENTS:

- a. A contractor must provide a specific timeframe within which it shall initiate pesticide collections, once notified by PDA that service is required. A contractor must provide a specific timetable within which it shall complete its work under the contract.
- b. Collection locations may be added or removed at any time. The rates stated in the cost matrix would apply to any additional collection locations.
- c. While PDA cannot guarantee the actual quantities of pesticides collected, it is anticipated that quantities will be similar to those listed in APPENDIX E. The actual quantity of pesticides from each site may vary from a minimum of 1 pound to 10,000+ pounds. The rates stated in the cost matrix will apply to each collection location, regardless of quantity.
- d. Before accepting waste pesticides that are not listed on any inventory or schedule, the contractor must receive approval from PDA if the weight exceeds 40 lb. of unlisted pesticides per collection location.
- e. Pesticides collected at a Household Hazardous Waste (HHW) event are to be handled, packaged, manifested and invoiced separately from all other waste types collected at the HHW event. Under no circumstances are non-pesticide wastes to be co-mingled with pesticides destined for disposal through PDA's CHEMSWEEP on-site collection program. PDA, DEP or the HHW sponsor shall not make payment for such co-mingled waste.
- f. PDA requires that the Contractor detail the process by which pesticides packaged in pressurized steel cylinders will be handled in the Contract. The names of any subcontractors to be used in this process must be included. If pressurized steel pesticide cylinders are encountered, PDA and the contractor will enter into good faith negotiations to determine a fair cost for the handling and disposal of these pesticides prior to their collection. PDA will provide to the contractor adequate descriptions (including photographs) of all cylinders set for disposal.
- g. Pesticides collected under this contract are not permitted to be bulked with pesticides or other materials collected from other clients unless a specific written process is agreed to by PDA in advance to accurately track the management of pesticides collected in Pennsylvania.
- h. Pesticide waste listed on the collection manifest for each collection event that is transported to any TSDF facility for the purposes of bulking must be referenced by manifest number on the disposal manifest when those same pesticides are transported to the final EPA-permitted disposal facility.
- i. Destruction in an EPA-approved incinerator is to be the primary method of disposal for pesticide waste collected under this contract. Only those pesticides that are not suitable for incineration (such as inorganic metal-bearing pesticides) may be disposed of in an approved landfill.

- j. Within twenty-four (24) hours, notify PDA of any accidents, incidents or spills. Within three (3) days, the contractor must furnish a complete written report of the accident, incident or spill, which shall include, if necessary, provisions or actions to ensure this type of accident, incident or spill does not recur, including the steps followed to comply with the contractor's emergency response plan and accident prevention plan. Any required notification to PDA does not release the contractor from local/state/federal law requirements. The contractor's report should detail the local/state/federal agencies notified, the agency's involvement, outcome of the involvement and any media coverage.
- k. Contractor may submit invoices for payment after the completion of the work. Final payment will not be made until the waste pesticides have been transported to, accepted by, and disposed of at an approved disposal facility. Invoices must include copies of all related manifests. Invoices must be in a format acceptable to PDA including cross-references to collection location(s) and related manifests. A payment schedule may be established between the Contractor and PDA. Revisions may be made to this payment schedule subject to good faith negotiations between the contractor and PDA. The contractor must submit a written request and supporting documentation to initiate such negotiation.
- l. All paperwork, computer discs, etc. relating to collections must be arranged by collection date(s) and PDA Region or HHW event name.
- m. All related documents must be received for a collection prior to payment for contracted services.
- n. A copy of any report, manifest or other form sent to any other party concerning this project must also be sent to PDA, and must include appropriate collection references.

Offeror Response

I-7. Reports and Project Control. The contractor will work closely with PDA to arrange time schedules for the project. Any schedule changes must be submitted in writing and approved by PDA.

A. Task Plan. A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced. Where appropriate, a PERT or GANTT chart display should be used to show project, task, and time relationship.

Offeror Response

B. Status Report. A progress report covering activities, problems and recommendations. This report should be keyed to the work plan the Offeror developed in its proposal, as amended or approved by the Issuing Office. Within fifteen (15) days following each scheduled collection activity, the contractor will file a summary report with PDA showing the billable weight of the pesticides collected, and referencing the collection manifest and other related documentation.

Offeror Response

C. Problem Identification Report. An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Offeror recommendations with supporting rationale. Annotations to the existing schedule for each collection activity would suffice. This report should be received by PDA within 15 days of the identification of the problem.

Offeror Response

D. Final Report. A final report shall be submitted to PDA within 30 days of the completion of the final scheduled collection event for each collection year, summarizing, by PDA Region and county, pesticide quantities collected, packaged, transported and disposed, and the status of any waste awaiting further management. Pesticides collected, packaged, transported and disposed of through Household Hazardous Waste events must be detailed separately.

Offeror Response

I-8. IV-6 Technical Specifications: Household Hazardous Waste Collection

- a. **Purpose of This Section.** The purpose of this section is to provide interested parties with the information necessary to develop and respond to the household hazardous waste portion of this Request for Proposal.
- b. **Purpose of a Household Hazardous Waste Collection Program.** The purpose of a household hazardous waste collection program is to provide households with a safe and environmentally sound method of managing household hazardous wastes and other types of waste that may pose a risk to public health, safety or the environment. In addition to providing for the safe management or disposal of waste collected at a collection event, the public will be provided with educational material designed to reduce or eliminate the generation of household hazardous waste.
- c. **Purpose of Household Hazardous Waste Collections Held in Conjunction with the CHEMSWEEP Program.** The purpose of offering household hazardous waste collection in conjunction with CHEMSWEEP pesticide collections is to provide counties and other municipal governments the opportunity to have a household hazardous waste collection, thereby saving the municipality time and money by not having to prepare a bid proposal and make an award. Invoices for household hazardous waste collections held in conjunction with CHEMSWEEP collections will be paid by the collection sponsor. However, pesticides collected as a result of household hazardous waste collections held in conjunction with the CHEMSWEEP program will be covered by the Department of Agriculture under the CHEMSWEEP portion of this contract.
- d. **Scope of the Household Hazardous Waste Program.** The household hazardous waste program described in this section is to be offered only to counties and other municipalities that are scheduled by the Department of Agriculture for a CHEMSWEEP collection under this contract. Counties wishing to utilize the household hazardous waste portion of this contract that are not scheduled by the Department of Agriculture for a CHEMSWEEP collection must first contact the Department of Agriculture for referral to the successful bidder.
- e. **Requirements of Household Hazardous Waste Collection Services.** Household hazardous waste collection events provided under this contract will occur at locations that are mutually agreed upon by the Pennsylvania Department of Environmental Protection and the household hazardous waste collection program sponsor. Each location must then be approved by the Department of Agriculture.

Along with the collection of household hazardous waste and other materials that may pose a risk to public health, safety or the environment and education material that will be distributed at the collection, the selected contractor will be responsible for the following:

1. Upon issuance of the CHEMSWEEP contract, the successful bidder will work with the Department of Environmental Protection (DEP) to complete a generic household hazardous waste collection registration that will be utilized by each sponsor as part of their program registration. The generic registration will include various types of information such as EPA identification numbers, transporter license numbers, a generic site safety map that shows separations of work areas and traffic flow, evidence of a minimum of \$2.0 million general liability insurance, programs to prevent spills, plans to manage spills, provisions to prevent explosions, fires and releases of toxic substances to the environment, emergency equipment that will be available on site, qualifications of personnel handling waste at the collection event (including 40 hour OSHA training), security arrangements, a statement of steps that will be taken to minimize the amount of waste that will be disposed, an example of public educational material that can be provided at an event, and a list of facilities where waste will be taken for management. DEP will review and approve or deny the use of any facility where the waste will be transported for consolidation, treatment, storage or disposal. Reviews may include, but are not limited to, regulatory, environmental and financial concerns. Such reviews are to determine whether the facility is designed, constructed, permitted and managed in a manner that minimizes risk to human health and the environment, is consistent with PA environmental regulations, and minimizes risk for sponsors of HHW collections. Reviews may include but are not limited to off-site facility documentation and on-site facility reviews. DEP has the right to reject or exclude any facility. All facilities approved under this contract are conditionally approved for use and may be removed at any time by DEP.
2. The selected contractor will utilize a temporary generator ID obtained from DEP for each household hazardous waste collection site. Through the ID number, the collection contractor will be considered the generator of hazardous waste collected at that site. A separate generator ID is to be obtained from DEP prior to each collection.
3. Hazardous waste is to be manifested offsite to an appropriately permitted facility utilizing appropriate state manifests within 48 hours of the collection unless a longer time has been approved in advance by the Department of Environmental Protection. Sponsors may require the waste to be manifested offsite in less than 48 hours.
4. Developing waste collection estimates and cost estimates for each collection sponsor.
5. Developing a site specific safety plan (subject to DEP approval) for each individual collection site and submitting the plan to DEP at least 60 days prior to any household hazardous waste collection. Site specific safety plans must meet applicable state and federal minimum requirements, including plans to close the collection site in the event of an emergency, and be approved by the Department prior to the collection.
6. Complete the site clean-up within 48 hours of the collection and meet with the collection sponsor and site owner to ensure that the site is in as good condition as it was prior to the collection.
7. Collect, ship and manage the waste in accordance with all federal and state laws and regulations, including, but not limited to 25 Pa. Code Sections 272.501 through 272.551.
8. Within 30 days after the household hazardous waste collection event, the collection sponsor will be provided with copies of the hazardous waste manifests generated at the collection event. In addition, the selected contractor will also provide a Record of Operations form to the sponsor and to the Department of Environmental Protection.
9. Minimize the amount of household hazardous waste that is disposed through recycling or reusing the collected material as much as possible.

10. Provide public education material at the collection event that emphasizes pollution prevention in the home, source reduction through alternative, less toxic materials, or reuse and recycling of household hazardous waste.
11. All facilities used to manage the waste collected at the household hazardous waste collection must be approved by the Department of Environmental Protection.
12. Provide management alternatives to collection participants that bring unacceptable waste to the collection including contacting other companies having the necessary expertise, permits and licenses to manage the unacceptable wastes if human health and safety or the environment would be adversely impacted if the participant were to leave the event with the waste.
13. Latex paint shall be recycled to the greatest extent practical.
14. Hardening and disposing of oil-based paint shall be forbidden and may result in a notice of violation. Oil-based paint managed in this manner shall constitute a breach of contract, result in denial of payment for the invoice belonging to that collection and may result in termination of the contract.
15. Any bulking of materials at a collection event shall be done in a manner that, to the maximum extent possible, eliminates spilling and spraying of the material that is being bulked.
16. The collection contractor shall be ready to begin collection operations a minimum of 15 minutes prior to the advertised start of the collection, unless approved otherwise by the collection sponsor.
17. PPE that is to be disposed may not be placed directly on the ground prior to disposal. PPE that is to be disposed shall be directly placed into the proper disposal container.
18. Precautions shall be made to protect any releases of materials to waters of the Commonwealth. The operator shall specifically address open storm drains in the area of the collection and at a minimum cover or have absorbent material and booms readily available in the nearest practical location to the storm drain.
19. Creeks or streams within 300 feet of the collection site shall be taken into account in the site specific safety plan. The safety plan must specify the manner by which any spill will be prevented from reaching the stream or the grounds around the stream.
20. Prospective vendor shall complete the HHW Cost Sheet. The HHW Cost Sheet shall be uploaded as a separate attachment.

Offeror Response

I-9. Requirements

A. Emergency Preparedness.

1. Neither pesticide nor household hazardous waste collections are mission-critical to the Commonwealth in the event of a terror threat, pandemic, etc. The contractor is not expected to continue work under this contract during this type of emergency. The contractor is expected to resume operations under this contract immediately after the emergency is over.
2. The contractor is expected to meet regulations under Chapter 25 PA Code, Article VII (relating to hazardous waste management), and other OSHA and DOT safety regulations.

B. Regulatory Compliance, Permits, Licenses, Insurance

1. All work must be in complete compliance with all local, county, state and federal ordinances, rules, regulations and laws.
2. Contractor shall be licensed and permitted to handle, transport and dispose of hazardous waste as described herein. Contractor and subcontractor(s) shall, without additional expense to the Commonwealth, obtain and maintain current all licenses and permits necessary for compliance with federal, state and local laws, regulations, rules and standards. These shall include EPA identification numbers and any permits necessary for transportation of hazardous waste in Pennsylvania and any other states through which wastes will be transported. The contractor must be licensed as a Pennsylvania Hazardous Waste Hauler.
3. A contractor must be licensed by the Pennsylvania Department of Environmental Protection (DEP) to provide collection, packaging, transportation and disposal services for hazardous materials within the Commonwealth of Pennsylvania. Contractors who are not approved by DEP to dispose of hazardous materials may agree to deliver those materials to a named site that is approved by DEP to dispose of hazardous materials.
4. A contractor must possess appropriate identification numbers and all necessary permits issued by the U.S. Environmental Protection Agency (EPA) to provide collection, packaging, transportation and disposal services for hazardous materials within the Commonwealth of Pennsylvania. Contractors who are not approved by the EPA to dispose of hazardous materials may agree to deliver those materials to a named site that is approved by EPA to dispose of hazardous materials.
5. A contractor must follow all U.S. D.O.T. requirements with regards to packaging and labeling of shipping containers, placarding of vehicles, and completion of all necessary transportation documentation.
6. A contractor must collect, package, transport and dispose of pesticides, whether classified as hazardous materials or as materials other than hazardous, in accordance with applicable State and Federal law, and in compliance with the written description provided by PDA.
7. Insurance requirements of all state and federal hazardous waste management laws must be met.

C. The Proposal, Cost and Price Analysis, and DEP HHW Specifications must include all work and costs associated with the proper disposal of pesticides. Any omissions either intentional or unintentional will be the responsibility of the successful contractor.

D. The Pennsylvania Department of Agriculture will not permit the Contractor to collect, package, transport or dispose of pesticides through CHEMSWEEP without prior approval of PDA. All holders of pesticides desiring to utilize CHEMSWEEP for the disposal must make prior arrangements through PDA. No payment will be authorized for any pesticide collection and/or disposal without prior approval of PDA.

E. Responding offerors are free to propose other methods to accomplish the pesticide collection, packaging, transportation and disposal as per the objectives in Part I-6.

I-10. Objections and Additions to Standard Contract Terms and Conditions.

The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

Offeror Response