

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



**RFP 41668
For
“Household Hazardous Waste Collection”**

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Article I. General Information

Section 1.01 Method of Source Selection

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code and Regulations allows for the use of Competitive Sealed Proposals (RFP) process when it is determined that that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government by the Procurement Department as permitted.

Section 1.02 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Public Works is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of assisting with the collection, transportation and disposal of household hazardous materials from the U.G permanent HHW site, with pickup of hazardous wastes that may have been illegally dumped throughout the Community, and with collection, disposal and transportation of HHW by various U.G. departments such as the Police and/or Fire Departments.

Offerors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. However, this encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County, including, through county programs, residents of Wyandotte County's unincorporated areas and the three cities within its borders: Bonner Springs, Edwardsville, and a portion of Lake Quivira. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Greater Kansas City Metropolitan area with a population of approximately 2.1 million. For clarity, the cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects. This RFP focuses exclusively on the City of Kansas City, Kansas and Wyandotte County, Kansas.

Section 1.04 Required Review

Offerors should carefully review this solicitation to fully understand the scope of work and for defects and questionable or objectionable matter. Comments or questions concerning this RFP must be made in writing and received by the procurement officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary addendums which will be shared publicly and with all notified potential bidders. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these issues have not been brought to the attention of the procurement officer, in writing, at least ten (10) days before the time set for opening.

Section 1.05 Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision of award of contract. The written communication must list the specific areas of protest and suggested remedies. Only timely protests or appeals will be considered, and the decision of the Purchasing Director on any protest or appeal shall be final binding with no further appeal.

Section 1.06 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax 913-573-5444 or email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins, thouchins@wycokck.org Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be followed up in writing by the interested party.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will determine the appropriate method to be used.

Section 1.07 *Amendments & Addendums*

Amendments and addenda will be issued to Offerors known to have the Request for Proposal and will also be made by available publicly on the Unified Government's website at least three (3) days prior to the due date of the RFPs.

Section 1.08 *Alternate Proposals*

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section 1.09 *Implied Requirements*

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. It will be at the sole discretion of the Unified Government to determine whether alternative proposals will be considered. Any products and services that are not specifically addressed in the Request For Proposal, but which are necessary to provide functional capabilities proposed by the Offeror must be included in the proposal.

Section 1.10 *Project Timetable & Contract Term*

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Issue RFP:	October 23, 2025
Last day for Questions:	November 6, 2025, at 11:00am CST
Responses to Questions:	November 10, or before
Proposals Due:	November 20, 2025, at 2:00pm CST
Proposal Evaluation Committee completes evaluation:	TBD
Notice of Award:	TBD
Contract Start	TBD

The length of the contract shall be a five-year contract. The first year of the contract will be for the calendar year of 2026. Each contract year thereafter will be from January 1 through December 31.

Prices shall remain fixed, and firm based upon the original bid for the first year of the contract. Years 2 through 5 will be subject to adjustment by mutual agreement by both parties on a fixed price adjustment. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 29-200(Cost or Pricing Data) of the Unified Government of Wyandotte County/Kansas City, Kansas Procurement Code.

During the term contract, the Unified Government may request additional services not anticipated at contract inception. If the Unified Government makes such a request for additional services, the Consultant shall submit a written scope of the additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement which may be duly entered into by the parties to this Agreement.

Section 1.11 *Location of Work*

There will be various locations in which services will be provided for household hazardous waste materials.

First, the work is to be performed at the Unified Government's permanent household hazardous waste site located at the U.G. Environmental Services plant at 2443S 88th Street, Kansas City, Kansas.

Second, the contractor may be called to various locations throughout Wyandotte County, Kansas to assist with the emergency pickup of illegally dumped materials.

Third, the contractor may need to go to various departments such as Building and Logistics, the Fire and/or Police Department to pick up household hazardous waste stored in various Unified Government facilities.

Section 1.12 *Proposals and Presentation Costs*

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the Offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.13 *Disclosure of Proposal Contents*

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act, K.S.A. 45-215 *et seq.*, requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the procurement officer does so, and if the procurement officer, in consultation with the Legal Department of the Unified Government agrees, in writing, to do so subject to the Kansas Open Records Act requirement. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for requesting confidentiality.

Section 1.14 *Cooperative Procurement*

By responding to this Request for Proposals, the Offeror agrees to participate in the Cooperative Procurement Program for cities, counties, and other public agencies located in the Kansas City metropolitan region as defined by Mid America Regional Council, and the selected contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The Offeror further understands and agrees that participation by other governmental entities is fully voluntary on the part of those governmental entities and the Unified Government bears no financial responsibility for any payments due the contractor by any such governmental entities that chose to participate in cooperative procurement under any contract resulting from this Request for Proposals.

Section 1.15 *Independent Contractor Relation*

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with

each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.16 Determination of Responsibility

Per § 29-198 (Responsibility of bidders and Offerors), of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas ("the Procurement Code"), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The determination of responsibility shall be governed by § 29-198 of the Procurement Code. The contract file shall contain the basis on which the award is made.

Section 1.17 Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this Request for Proposal.

Section 1.18 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and clarification of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one Offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.19 Award

The contract shall be awarded in whole or in part to the responsible Offeror whose proposal is determined to be the most advantageous to the Unified Government, taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section 1.05.

Section 1.20 **Notification of Award**

Written notice of award shall be sent to the successful Offeror.

- The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:
 - Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*)
 - If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (Form can be requested **from the Procurement Department**).
 - Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
 - Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
 - Come into compliance with Article XI of the Procurement Code regarding compliance with State and Federal anti-discrimination laws.

Contact the Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5465 for information regarding compliance requirements.”

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.
- The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Contactor Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$50,001.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (*Form will be provided by the Unified Government*).

Section 1.21 Right to Reject Proposals

The Unified Government reserves the right to accept or reject any proposals or alternate proposals. Offerors must comply with all of the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and Regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute an unacceptable reservation against a requirement or provision,

If no Offerors meet all the mandatory requirements of the Request for Proposals, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised scope through a subsequent Request for Proposals at a later date or may choose to negotiate with those submitting proposals.

Section 1.22 Mistakes in Proposals Discovered Prior to Award

At any time prior to the specified date and time for submission, Offeror may withdraw or modify a proposal. The established due date is defined as either the time and date announced for the receipt of proposals or of modifications to proposals or, if discussions have begun, it is the time and date by which best and final offers must be submitted; provided that only Offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. Any proposal modification must be in writing, executed by Offeror, and submitted prior to the proposal submission date.

After submittal of the response and prior to any evaluations of the submitted proposals, mistakes in proposals may only be corrected and accepted as an intended correct offer in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Section 1.23 Mistakes in Proposals Discovered after Award

Corrections to mistakes shall not be allowed after award of the contract unless permitted in the sole discretion of the Purchasing Department on behalf of the Unified Government.

Section 1.24 Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall become the Unified Government upon finalization.

Article II. Standard Proposal Information

Section 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP. Proposals must remain open and valid for at least one hundred twenty (120) days from the opening date. Electronic signatures are accepted.

Section 2.02 Site Inspection

The Unified Government may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

Section 2.03 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this Request for Proposal or that diminish the Unified Government's rights under any contract resulting from the Request For Proposal, whether provided by the contract or by Kansas Statute, shall be null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the Request for Proposal, the term or condition of the Request For Proposal will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Section 2.04 Discussions with Offerors

The Unified Government may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the Request for Proposal and proposal. Discussions will be limited to specific sections of the Request for Proposal identified by the procurement officer. Discussions may only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held.

Offerors with a disability needing accommodation during the discussion process should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.05 Prior Experience

In order for their offers to be considered responsive, Offerors must meet these minimum prior experience requirements:

- Experience with planning and organization of household hazardous waste events.
- Appropriate certifications to implement sorting, identifying, packaging, transporting and disposing of household hazardous waste identified by the Unified Government.
- Adequate certified trained and experienced technicians, chemist, employees, and supervision.
- Experienced staff to label, manifest, load, transport and dispose of household hazardous waste as identified by the Unified Government.
- Experience with treatment, storage, transportation, and disposal facilities for household hazardous waste.
- Experience and capacity to package and remove household hazardous waste on the same day as collection days are held at the permanent facility.
- Experience and capacity to collect and remove household hazardous waste from illegal dumping sites located within communities or at specific U.G. buildings.
- Experienced personnel to provide required reports.
- Experienced with working with 10 household hazardous waste events.

An Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Section 2.06 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of the procurement officer and at least two (2) Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this Request for Proposal.

Section 2.07 Contract Negotiations

After completion of the evaluation, including any discussions held with Offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The Offeror will be responsible for all travel and per diem expenses related to contract negotiations, and these expenses shall not be reimbursable.

Section 2.08 Failure to Negotiate

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the Unified Government, after a good faith effort, simply cannot come to terms,

The Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked Offeror.

Article III. Standard Contract Information

Section 3.01 *Contract Type*

Fixed Price With Adjustment

This contract shall be a five-year contract. The first year of the contract will be for the calendar year of 2026. Each contract year thereafter will be from January 1 through December 31.

Prices shall remain fixed, and firm based upon the original bid for the first year of the contract. Years 2 through 5 will be subject to adjustment by mutual agreement by both parties on a fixed price adjustment based on the current Consumer Pricing Index. The contract shall provide cost or pricing data for any price adjustments subject to the provisions of Section 29-200 (Cost or Pricing Data) of the Unified Government of Wyandotte County/Kansas City, Kansas Procurement Code.

Section 3.02 *Contract Approval*

This Request for Proposal does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the resulting contract under the Request for Proposals is approved by the Unified Government County Administrator, or the Administrator's designate. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 *Proposal as a Part of the Contract*

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Section 3.04 *Additional Terms and Conditions*

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the Request for Proposal and will not affect the proposal evaluations. Additionally, the Unified Government's General Conditions, contained in Article IV., below, are a required part of all Unified Government contracts. Offeror understands and agrees that in submitting a proposal in response to this Request for Proposals, it agrees to the Unified Government's General Conditions unless otherwise noted in the Offeror's proposal. It is the sole discretion of the Purchasing Department on behalf of the Unified Government to accept or reject the proposed change to the General Conditions.

Section 3.05 *Insurance Requirements*

The successful Offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful Offeror must secure the insurance coverage as required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. Offeror's failure to provide

evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Insurance Requirements

Upon award of this contract, the successful Offeror shall provide a Certificate of Insurance that contains the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The successful Offeror shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the Contractor to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The successful Offeror shall agree to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the Contractor's negligence arising out of performance by the Contractor of the agreement.

The Unified Government shall be named as an additional insured as described below. The following minimum coverage is required of any Offeror providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$1,000,000 per occurrence
Errors and Omissions	\$1,000,000
Commercial General Liability (CGL)	\$2,000,000
Environmental Liability/Pollution Liability	\$2,000,000

Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$1,000,000 per occurrence
Errors and Omissions	\$1,000,000
Commercial General Liability (CGL)	\$2,000,000
Environmental Liability/Pollution Liability	\$2,000,000

1. Provide proof of an MCS-90 transportation license and endorsement on the auto policy.
2. The “additional insured” provisions of the insurance policy shall read exactly as follows:
The Unified Government of Wyandotte County and Kansas City, Kansas shall be named as additional insured with respect to the work performed for the contract(s): Request for Proposal #R41668 Household Hazardous Waste Collection.
3. Cancellation Clause shall read exactly as follows:
Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail ten (10) days prior written notice of cancellation to the certificate holder.
4. Provide Request for Proposal number and the title in the “miscellaneous” are of certificate and address all certificates to the Uni to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

Section 3.06 *Bid Bond - Performance Bond*

(a) Bid Bond

Offerors must obtain a bid bond and submit it with their proposal. The amount of the bid bond for this contract is **\$5,000.00**. If an Offeror is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Unified Government. The time limit for negotiation or delivery of a contract is fourteen days from the date the Offeror receives notice from the procurement officer. Proposals submitted without a bid bond will be rejected.

(b) Performance Bond

Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with their proposal. The amount of the performance bond must be for \$30,000.00. If the contractor fails to satisfactorily perform the contract the bonding company which provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the Unified Government within thirty days of the date of the award of the contract. An Offeror's failure to provide the performance bond within the required time will cause the Unified Government to reject the proposal.

Section 3.07 *Proposed Payment Procedures*

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the Unified Government project point of contact.

Section 3.08 *Informal Debriefing*

When the contract is completed, an informal debriefing may be performed at the discretion of the Unified Government. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

Section 3.09 *Contract Personnel*

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the Unified Government project point of contact and/or designee. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.10 *Contract Changes - Unanticipated Amendments*

During the course of this contract, the Offeror may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Unified Government point of contact for the project will provide the successful Offeror with a written description of the additional work and request a time schedule and a schedule of hourly rates for the additional work that may be requested. Cost and pricing data must be provided to justify the cost of such amendments.

Successful Offeror will not commence additional work until the Unified Government project point of contact has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

GENERAL CONDITIONS

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

1. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and "_____", hereinafter called "Contractor."
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person

identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments

made by the Unified Government to CONTRACTOR.

10. *Discrimination in Delivery of Services Prohibited.* During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.

11. *Equal Opportunity and Affirmative Action.*

- a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
- b. CONTRACTOR will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of

this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.

- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

12. Representations.

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

13. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.

14. Severability. If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.

15. Entire Agreement. This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

16. Disclaimer of Liability. The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.

17. Termination for Default. If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this

Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements. Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;

- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

18. **Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

19. **Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided,

however, that in any event CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft and final reports and other documentation, including machine readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Article V. Background Information

Section 5.01 Background Information

Background information concerning this project is as follows:

Most of the work that will be done by this RFP will occur at the HHW permanent collection site located at 2443 South 88th Street Kansas City, Kansas. The site will be open on the 3rd Saturday of each month from April through October, between the hours of 8:30am and 1:00pm for the public.

The waste materials will be transported to the above Unified Government disposal site by individual residents. The collection process will use a drive-up system. Individual cars transporting household hazardous waste in their trunks will be directed to pull up to the unloading area, where UG staff will unload, 1) paint, oil, batteries, oil filters and antifreeze; and 2) other more hazardous chemicals defined as household hazardous waste, where they will be unloaded. The unloading of cars may be a joint effort between the contractor and UG personnel.

The project will be advertised through a series of public service announcements, such as the neighborhood newsletters and UG website. The purpose of this project is to provide the residents within the service area with a safe disposal option for household hazardous chemicals.

There will be occasional instances in which household hazardous waste materials will need to be picked up at various locations in Wyandotte County as a result of illegal dumping. In addition, there may be cases with collection, transportation, and disposal of HHW by various U.G. departments such as Building & Logistics, the Police and Fire Departments.

As an example of volume, attachment F is three separate KDHE Annual Reports.

Article VI. Project Scope

Section 6.01 Scope of Work

The Unified Government of Wyandotte County/Kansas City, Kansas is seeking professional services of a waste material contractor for the collection, transportation and disposal of Household Hazardous Waste

(HHW). The successful Contractor shall assist the Unified Government staff in the collection, segregation and packaging of HHW. The Contractor shall be responsible for the transportation and disposal of the HHW collected at the Household Hazardous Waste Collection Site as well as for collection, transportation and disposal of HHW from illegal dumping sites in Wyandotte County identified by the Unified Government, and collection, transportation and disposal of HHW from various U.G. departments such as Fire and/or Police.

Services at U.G. Permanent Site located at 2443 S. 88th Street, KCK:

- A. The Contractor shall provide all materials, supervisory labor, tools, equipment, expertise, insurance, licenses, and permits necessary to classify, sort, containerize, inventory, manifest, label and transport drums of household hazardous waste and be responsible for final disposition of such waste at approved facilities, consisting of containers of pesticides, flammable liquids, flammable gas, acids, alkaline, poisons, oxidizers, flammable solids, organic peroxide, metallic mercury, and other household hazardous wastes.
- B. U.G. personnel will bulk containers of paint, halogenated solvents, and non-halogenated solvents. Each waste category will be bulked separately. The Contractor shall provide all materials, supervisory labor, tools, equipment, expertise, insurance and permits necessary to inventory, manifest, label and transport drums of hazardous waste and be responsible for final disposition of such waste at approved facilities, consisting of drums of oil-based paint, halogenated solvents, and non-halogenated solvents.
- C. At the Unified Government's option, the Contractor will provide tours of their Treatment, Storage, Disposal Facilities (TSDF) in which the collected waste will be taken for treatment, fuel blending, recycling, or disposal by means of incineration, for at least two U.G. employees in order to evaluate the facilities methods of operation.
- D. Reports. Contractor will provide copies of all manifests and all other documents to the Solid Waste Coordinator or their designee prior to the date of waste shipment from the site. Contractor will submit a monthly report within 4 weeks of the end of each month in which an event is held. Contractor will submit a final report along with a yearly report within 6 weeks of the date of final waste shipment from the site for the year. Extensions may be granted only with the prior approval of the Solid Waste Coordinator. Contractor will provide reports tabulating the disposition of all materials accepted. Reports shall include the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists.

Collection, transportation and disposal of HHW from illegal dumping sites in Wyandotte County.

- A. The Contractor shall provide all materials, labor, tools, equipment, expertise, insurance, licenses, and permits necessary to collect, classify, sort, containerize, inventory, manifest, label and transport containers of household hazardous waste from illegal dumping sites that are occur throughout Wyandotte County, Kansas and be responsible for final disposition of such waste at approved facilities, consisting of containers of pesticides, flammable liquids, flammable gas, acids, alkaline, poisons, oxidizers, flammable solids, organic peroxide, metallic mercury, and other household hazardous wastes. The Unified Government department responsible will notify

the contractor of the location of the waste to be picked up. The contractor shall bill this Unified Government Department who requested the cleanup of the illegal dumping.

B. Reports. Contractor will provide copies of all manifests and all other documents to the Solid Waste Coordinator of all locations in which the Unified Government has had the Contractor pickup, transport and dispose of household hazardous waste that is illegally dumped in Wyandotte County. For the report purposes, Contractor will identify the Department who requested the services, each site, quantities gathered of each product per site, transportation method, and disposal method for each product per site. Contractor will submit a monthly report within 4 weeks of the end of each month in which there is activity. Contractor will submit a yearly report within 4 weeks of the end of each calendar year. Extensions may be granted only with the prior approval of the Solid Waste Coordinator. Contractor will provide reports tabulating the disposition of all materials accepted. If applicable, reports shall include the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists.

Collection, transportation and disposal of HHW from various U. G. Departments.

A. The Contractor shall provide all materials, labor, tools, equipment, expertise, insurance, licenses, and permits necessary to collect, classify, sort, containerize, inventory, manifest, label and transport containers of household hazardous waste from various U.G. departments such as Fire and/or Police and be responsible for final disposition of such waste at approved facilities, consisting of containers of pesticides, flammable liquids, flammable gas, acids, alkaline, poisons, oxidizers, flammable solids, organic peroxide, metallic mercury, and other household hazardous wastes. The applicable Unified Government department will notify the contractor of the location of the waste to be picked up, and the Contractor shall bill this Unified Government Department who had possession of the household hazardous waste to properly dispose of these materials.

B. Reports. Contractor will provide copies of all manifests and all other documents to the Solid Waste Coordinator of all locations in which the Unified Government has had the Contractor pickup, transport and dispose of household hazardous waste that is from various U.G. Departments. For the report purposes, Contractor will identify the Department who requested the services, each site, quantities gathered of each product per site, transportation method, and disposal method for each product per site. Contractor will submit a monthly report within 4 weeks of the end of each month in which there is activity. Contractor will submit a yearly report within 4 weeks of the end of each calendar year. Extensions may be granted only with the prior approval of the Solid Waste Coordinator. Contractor will provide reports tabulating the disposition of all materials accepted. If applicable, reports shall include the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists.

Management Plan

In order for the Unified Government to technically qualify a Contractor, all Contractors are requested to submit or provide the following information:

- A. Site Set-up – Contractors are requested to submit a diagram using the existing facility layout. The diagram should include traffic flow, positioning of tents, fire protection equipment, spill and other safety equipment. A detailed description of site activities including the receipt, segregation, packaging, testing loading etc., should be attached to the diagram. Please indicate organizational structure and staffing levels projected (chemist and technicians) for the Permanent Household Hazardous Waste Site. These staffing levels should coincide with the waste removal schedule outlined in Cost Worksheet for Permanent Facility, Illegal Dumping Sites. & U.G. Departments. (See attachment B for map).
- B. On-site Equipment List – Contractors are requested to provide a list of on-site equipment that should be available at the collection site and provide the items which are not supplied by the Unified Government. The list should include size, and number of trucks for transporting of waste on site, all fire prevention, safety, personal protective equipment and other equipment as the Contractor deems suitable or necessary to successfully complete this project.
- C. Spill and Fire Prevention Plan – The Contractors are requested to review and evaluate the present spill prevention and fire prevention plans tailored to the on-site activities at the permanent site. (see attachment E)
- D. Contingency Action Plan – Contractors are requested to review and evaluate the format for the contingency action plan and review and evaluate notification procedures to the participants of on-site emergencies and evacuation of the participants in the case of an onsite emergency. (see attachment E)
- E. Flammable Bulking Procedures – Since flammable solvents and/or paints may be bulked at the site, the Contractor is requested to review the Standard Operating Procedure (SOP) for bulking flammable liquids at the site. (see attachment C)
- F. Contractor Employee Training – Contractors are requested to provide a detailed training outline appropriate to each class of employee on the site and differentiate between the training levels. For example, Chemists versus, Technician versus Laborer. The role of each position during the on-site collection activities should be outlined.
- G. Employee Experience – Contractors are requested to provide a listing of the names of the employees that will be involved in the project, their Degree, certification level and approximate number of hours of field work that each of the employees has performed. In addition, please provide the number of employees guaranteed to attend each HHW event.
- H. Related Project Experience – All Contractors are requested to provide a list of at least ten (10) household hazardous waste events that were operated by your Company. The list should include names, contact names and telephone numbers of the contact person.
- I. Reference Letters – Contractors are requested to provide at least three (3) letters of reference from individuals responsible for household hazardous waste events and/or clean-sweep type of events performed.
- J. Transportation and Disposal Facility Lists – Contractors are requested to provide a complete listing of treatment, storage, transfer, transportation and disposal facilities which may be utilized throughout the course of this project. The transportation and disposal facilities should list the location, contact,

telephone and Federal EPA I.D. Number of each facility. The Unified Government will be considered the Generator. The Contractor will provide tours of any or all of the above said facilities upon the Unified Government's request.

- K. Firm Information – How long has the firm been in business? Is the firm financially set so that they can deliver on the proposal for the full length of the term of services desired? In similar projects implemented, does the firm have any violations, citations, or pending litigation?
- L. Response Time – What is the expected response time for the collection of illegally dumped waste after being notified by the Unified Government?

DELEGATION OF DUTIES.

The following responsibilities will be applicable, as indicated, for the selected Contractor and U.G.:

A. Contractor Responsibilities

1. Planning and assistance - provide experienced and trained staff to assist the U.G. in the execution of the project.
2. Mobilize/Demobilize labor and equipment necessary to perform the project.
3. Provide labor to direct the segregation, classification and packaging of HHW. Contractor is expected to handle the packaging of all waste materials at HHW events.
4. Provide labor to label, manifest, load, transport and dispose of HHW collected at the Household Hazardous Waste Site, at various sites identified by the Unified Government throughout Wyandotte County in which Household Hazardous Waste is illegally dumped, and at various U.G. Department buildings.
5. Provide supplies and equipment necessary to perform the project including, but not limited to, personal protective equipment, trucks, safety equipment, drums, absorbent, tables and chairs for packaging areas. Waste minimization efforts, i.e. Supply a can crusher unit for paint cans.
6. Site Cleanup.
7. The selected Contractor is expected to have packaged and removed household hazardous waste off the site on the same day as the event. Please Note: The Contractor staffing and ideas for expediting the movement and removal of the household hazardous waste on the same day as the event will be a major component of the evaluation of the proposal.
8. In order to protect the Unified Government from liabilities associated with the on-site activities, transportation and inherent CERCLA liabilities involving disposal, the Contractor should supply their own labor and transportation. It is preferred that the Contractor own their EPA permitted disposal, fuel blending, or recycling facility as to expedite the removal and disposal, fuel blending, or recycling process. Companies which can internalize all supervisory labor, packaging, transportation and disposal services will be highly favored in the proposal evaluation process. The Unified Government will evaluate and award the project based on the technical proposal and Contractor's ability to insure.

B. Unified Government's Responsibilities

1. Traffic control.
2. Surveys.
3. Tents.
4. Roll-off boxes.
5. Household Hazardous Waste Collection Site.
6. Provide Unified Government Employees to pre-sort and remove paint, oil, batteries, antifreeze, oil filters, and tires.
7. Movement of paints to a central location.

Cost Proposal

Contractors are requested to complete the attached cost proposals as outlined. The services that shall be requested from the Contractor, which will give them a more comprehensive idea of how their quote should be established, are outlined as follows:

A. Scope of Proposal:

1. Planning and Assistance - The Contractor shall, at the request of the Unified Government, provide staff experienced or trained to the satisfaction of the Unified Government to attend meetings with Unified Government to review proposed collection site procedures, or otherwise assist Unified Government staff in planning the collection project.
2. Mobilization and Demobilization - The cost of this section should include the movement of your projected team size plus supplies and equipment to and from the collection facility.
3. On-Site Labor - Contractor should provide the cost of on-site labor on a per hour basis for Chemists and Technicians.
4. Disposal, Transportation, and Supplies - Contractor should provide a price per container size requested (unless otherwise indicated) for transportation and disposal of the household hazardous waste. This disposal price should include supplies such as drums, adsorbent, labels manifests, etc.
5. All lab pack waste will be weighed by the Contractor prior to packaging. The resultant weight will be considered the "net weight". (This excludes the drum and adsorbent weight). Please keep this in mind when formulating your bid prices.
6. Illegally dumped household hazardous waste at sites identified by UG - Contractor should provide a price for the pickup, transportation and disposal of illegally dumped items at locations in Wyandotte County identified by the Unified Government. Contractor should indicate if the price quoted for disposal of materials calculated for the HHW permanent site will be those prices charged for disposal of items resulting from illegal dump sites. If not please specify what the charges will be and give bids for smaller quantities if deemed appropriate. Please include the expected response time for collection after notification from the Unified Government of illegally dumped household hazardous waste.

7. Quantities of HHW at various sites within the Unified Government such as the Police and Fire Departments. In these situations, the HHW will generally be located at specific buildings for storage by UG departments. Contractor should indicate if the price quoted for disposal of materials calculated for the HHW permanent site will be those prices charged for disposal of items stored in U.G. facilities. If not please specify what the charges will be and give bids for smaller quantities if deemed appropriate.

B. BID CONDITIONS

1. It is preferred that the Contractor own all of the disposal, fuel blending, or recycling facilities in which the waste is to be disposed or treated.
2. The preferred method of waste disposal is recycling, then fuel blending, then RCRA incineration.

C. COST WORKSHEET FOR PERMANENT SITE: **(Must complete)**

Item	Unit	Unit Cost
1. Planning & Assistance to UG	# Staff/\$ per hr.	\$
2. Mobilization & Demobilization. (7 events per year)	Per event	\$
3. On-Site Labor		
Chemist (Number required)=	Per hour	\$
Technician (Number required)=	Per Hour	\$
4. Analysis		
Per unknown lab pack container < 5 gallons	Per Test	\$
Fuel Blend Analysis	Per Waste Stream	\$
Full Analysis	Per Waste Stream	\$
TCLP Analysis	Per Waste Stream	\$

D. Cost Worksheet for Disposal Costs for Permanent Site: (Must complete)

Type Waste	Packing Method	Treatment	Drum Size	Drum Price	Unit Price
Flammable/non-pesticide aerosols	Loosepack	Fuel blend	55 gal.		
Flammable/non-pesticide aerosols	Loosepack	Fuel Blend	6 gal.		
Corrosive & pesticide aerosols	Loosepack	Incineration	55 gal.		
Corrosive & pesticide aerosols	Loosepack	Fuel Blend	55 gal.		
Flammable liquids (<10% sludge)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB<50 PPM)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB>50 PPM)	Bulk	Incineration	55 gal.		
Paint-related material (screwcap)	Bulk	Fuel Blend	55 gal		
Paint-related material (screwcap)	Bulk	Fuel Blend	Tubskid		
Flammable Liquids, Toxic	Labpack	Incineration	55 gal.		
Flammable Liquids, Toxic	Labpack	Incineration	6 gal.		
Flammable Solids	Labpack	Fuel Blend	55 gal.		
Flammable Solids	Labpack	Fuel Blend	6 gal.		
Spontaneously Combustible	Labpack	Incineration	55 gal		
Spontaneously Combustible	Labpack	Incineration	6 gal.		
Water Reactive	Labpack	Incineration	55 gal.		
Water Reactive	Labpack	Incineration	6 gal.		
Oxidizers	Labpack	Treatment	55 gal.		
Oxidizers	Labpack	Treatment	6 gal.		
Organic Peroxide	Labpack	Treatment	55 gal.		
Organic Peroxide	Labpack	Treatment	6 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	55 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	6 gal.		
Toxic Solids	Labpack	Incineration	55 gal.		
Toxic Solids	Labpack	Incineration	6 gal.		
Corrosive Acids	Labpack	Neutralize	55 gal.		
Corrosive Acids	Labpack	Neutralize	6 gal.		
Corrosive Caustics	Labpack	Neutralize	55 gal.		
Corrosive Caustics	Labpack	Neutralize	6 gal.		
Mercury Debris	Labpack	Retort	55 gal.		
Mercury Debris	Labpack	Retort	6 gal.		
Alkaline Batteries	Loosepack	Landfill	55 gal.		
Alkaline Batteries	Loosepack	Landfill	6 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	55 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	6 gal.		
Mercury Batteries	Loosepack	Recycle	55 gal.		
Mercury Batteries	Loosepack	Recycle	6 gal.		
Lead Acid Batteries	Loosepack	Recycle	Skid		

Helium Cylinders	Comp G	Incineration	CY		
Freon	Comp G	Incineration	CY		
PCB Ballasts	Loosepack	Landfill	55 gal.		
PCB Ballasts	Loosepack	Landfill	6 gal.		
Latex Paint- Non-recyclable	Bulk	Landfill	55 gal.		
Latex Paint- Non-recyclable	Loosepack	Landfill	55 gal.		
Latex Paint- Non-recyclable	Loosepack	Landfill	Tubskid		
Automotive oil (<25% sludge, <50ppm PCB)	Bulk	Fuel Blend	Tote		
Automotive Oil (Spec.)	Bulk	Fuel Blend	55 gal.		
Antifreeze (>50% ethylene glycol)	Bulk	Recycle	55 gal.		
Antifreeze (<50% ethylene glycol)	Bulk	Incineration	55 gal.		
Fluorescent Tubes (crushed)	Bulk	Landfill	55 gal.		
Fluorescent Tubes (whole)	Loosepack	Recycle	Box		

E. **Cost Worksheet for Illegal Dumping Sites** **(Must complete)**

Item	Unit	Unit Cost
1. Labor Costs for pickup	Per hour	
2. Transportation for pickup	(specify)	
3. Lab Analysis		
Unknown lab pack container < 5 gallons	Per Test	\$
Fuel Blend Analysis	Per Waste Stream	\$
Full Analysis	Per Waste Stream	\$
TCLP Analysis	Per Waste Stream	\$
4. Supplies (attach extra sheet if necessary)		\$
		\$
		\$
		\$
5. Disposal Costs: Is it the same as Table D? If not complete the next table F.		

F. Cost Worksheet for Disposal Costs for Illegal Dumping Sites.
(Only complete if different than quotes for Permanent Facility in Table D)

Type Waste	Packing Method	Treatment	Drum Size	Drum Price	Unit Price
Flammable/non-pesticide aerosols	Loosepack	Fuel blend	55 gal.		
Flammable/non-pesticide aerosols	Loosepack	Fuel Blend	6 gal.		
Corrosive & pesticide aerosols	Loosepack	Incineration	55 gal.		
Corrosive & pesticide aerosols	Loosepack	Fuel Blend	55 gal.		
Flammable liquids (<10% sludge)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB<50 PPM)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB>50 PPM)	Bulk	Incineration	55 gal.		
Paint-related material (screwcap)	Bulk	Fuel Blend	55 gal		
Paint-related material (screwcap)	Bulk	Fuel Blend	Tubskid		
Flammable Liquids, Toxic	Labpack	Incineration	55 gal.		
Flammable Liquids, Toxic	Labpack	Incineration	6 gal.		
Flammable Solids	Labpack	Fuel Blend	55 gal.		
Flammable Solids	Labpack	Fuel Blend	6 gal.		
Spontaneously Combustible	Labpack	Incineration	55 gal		
Spontaneously Combustible	Labpack	Incineration	6 gal.		
Water Reactive	Labpack	Incineration	55 gal.		
Water Reactive	Labpack	Incineration	6 gal.		
Oxidizers	Labpack	Treatment	55 gal.		
Oxidizers	Labpack	Treatment	6 gal.		
Organic Peroxide	Labpack	Treatment	55 gal.		
Organic Peroxide	Labpack	Treatment	6 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	55 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	6 gal.		
Toxic Solids	Labpack	Incineration	55 gal.		
Toxic Solids	Labpack	Incineration	6 gal.		
Corrosive Acids	Labpack	Neutralize	55 gal.		
Corrosive Acids	Labpack	Neutralize	6 gal.		
Corrosive Caustics	Labpack	Neutralize	55 gal.		
Corrosive Caustics	Labpack	Neutralize	6 gal.		
Mercury Debris	Labpack	Retort	55 gal.		
Mercury Debris	Labpack	Retort	6 gal.		
Alkaline Batteries	Loosepack	Landfill	55 gal.		
Alkaline Batteries	Loosepack	Landfill	6 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	55 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	6 gal.		
Mercury Batteries	Loosepack	Recycle	55 gal.		
Mercury Batteries	Loosepack	Recycle	6 gal.		

Lead Acid Batteries	Loosepack	Recycle	Skid		
Helium Cylinders	Comp G	Incineration	CY		
Freon	Comp G	Incineration	CY		
PCB Ballasts	Loosepack	Landfill	55 gal.		
PCB Ballasts	Loosepack	Landfill	6 gal.		
Latex Paint- Non-recyclable	Bulk	Landfill	55 gal.		
Latex Paint- Non-recyclable	Loosepack	Landfill	55 gal.		
Latex Paint- Non-recyclable	Loosepack	Landfill	Tubskid		
Automotive oil (<25% sludge, <50ppm PCB)	Bulk	Fuel Blend	Tote		
Automotive Oil (Spec.)	Bulk	Fuel Blend	55 gal.		
Antifreeze (>50% ethylene glycol)	Bulk	Recycle	55 gal.		
Antifreeze (<50% ethylene glycol)	Bulk	Incineration	55 gal.		
Fluorescent Tubes (crushed)	Bulk	Landfill	55 gal.		
Fluorescent Tubes (whole)	Loosepack	Recycle	Box		

G. Cost Worksheet for Various Unified Government Departments (Must complete)

Item	Unit	Unit Cost
1. Labor Costs for pickup	Per hour	
2. Transportation for pickup	(specify)	
3. Lab Analysis		
Unknown lab pack container < 5 gallons	Per Test	\$
Fuel Blend Analysis	Per Waste Stream	\$
Full Analysis	Per Waste Stream	\$
TCLP Analysis	Per Waste Stream	\$
4. Supplies (attach extra sheet if necessary)		\$
		\$
		\$
		\$
5. Disposal Costs: Is it the same as Table D? If not complete the next table H.		

**H. Cost Worksheet for Disposal Costs for Various Unified Government Departments.
(Only complete if different than quotes for Permanent Facility in Table D.)**

Type Waste	Packing Method	Treatment	Drum Size	Drum Price	Unit Price
Flammable/non-pesticide aerosols	Loosepack	Fuel blend	55 gal.		
Flammable/non-pesticide aerosols	Loosepack	Fuel Blend	6 gal.		
Corrosive & pesticide aerosols	Loosepack	Incineration	55 gal.		
Corrosive & pesticide aerosols	Loosepack	Fuel Blend	55 gal.		
Flammable liquids (<10% sludge)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB<50 PPM)	Bulk	Fuel Blend	55 gal.		
Oil-based paint (PCB>50 PPM)	Bulk	Incineration	55 gal.		
Paint-related material (screwcap)	Bulk	Fuel Blend	55 gal		
Paint-related material (screwcap)	Bulk	Fuel Blend	Tubskid		
Flammable Liquids, Toxic	Labpack	Incineration	55 gal.		
Flammable Liquids, Toxic	Labpack	Incineration	6 gal.		
Flammable Solids	Labpack	Fuel Blend	55 gal.		
Flammable Solids	Labpack	Fuel Blend	6 gal.		
Spontaneously Combustible	Labpack	Incineration	55 gal		
Spontaneously Combustible	Labpack	Incineration	6 gal.		
Water Reactive	Labpack	Incineration	55 gal.		
Water Reactive	Labpack	Incineration	6 gal.		
Oxidizers	Labpack	Treatment	55 gal.		
Oxidizers	Labpack	Treatment	6 gal.		
Organic Peroxide	Labpack	Treatment	55 gal.		
Organic Peroxide	Labpack	Treatment	6 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	55 gal.		
Toxic Liquids, Flammable	Labpack	Incineration	6 gal.		
Toxic Solids	Labpack	Incineration	55 gal.		
Toxic Solids	Labpack	Incineration	6 gal.		
Corrosive Acids	Labpack	Neutralize	55 gal.		
Corrosive Acids	Labpack	Neutralize	6 gal.		
Corrosive Caustics	Labpack	Neutralize	55 gal.		
Corrosive Caustics	Labpack	Neutralize	6 gal.		
Mercury Debris	Labpack	Retort	55 gal.		
Mercury Debris	Labpack	Retort	6 gal.		
Alkaline Batteries	Loosepack	Landfill	55 gal.		
Alkaline Batteries	Loosepack	Landfill	6 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	55 gal.		
Ni-Cad/Lithium Batteries	Loosepack	Recycle	6 gal.		
Mercury Batteries	Loosepack	Recycle	55 gal.		
Mercury Batteries	Loosepack	Recycle	6 gal.		

Lead Acid Batteries	Loosepack	Recycle	Skid	
Helium Cylinders	Comp G	Incineration	CY	
Freon	Comp G	Incineration	CY	
PCB Ballasts	Loosepack	Landfill	55 gal.	
PCB Ballasts	Loosepack	Landfill	6 gal.	
Latex Paint- Non-recyclable	Bulk	Landfill	55 gal.	
Latex Paint- Non-recyclable	Loosepack	Landfill	55 gal.	
Latex Paint- Non-recyclable	Loosepack	Landfill	Tubskid	
Automotive oil (<25% sludge, <50ppm PCB)	Bulk	Fuel Blend	Tote	
Automotive Oil (Spec.)	Bulk	Fuel Blend	55 gal.	
Antifreeze (>50% ethylene glycol)	Bulk	Recycle	55 gal.	
Antifreeze (<50% ethylene glycol)	Bulk	Incineration	55 gal.	
Fluorescent Tubes (crushed)	Bulk	Landfill	55 gal.	
Fluorescent Tubes (whole)	Loosepack	Recycle	Box	

Section 6.02 *Deliverables*

The contractor will be required to provide the following deliverables:

- [a] The Unified Government of Wyandotte County/Kansas City, Kansas is seeking professional services of an experienced waste material Contractor for the collection, transportation and disposal of Household Hazardous Waste (HHW)
- [b] The successful Contractor shall assist the Unified Government staff in the collection, segregation and packaging of HHW.
- [c] The Contractor shall be responsible for the collection, packaging, and transportation of HHW collected at the Household Hazardous Waste Permanent Collection Site on the same day as each event.
- [d] The Contractor shall be responsible for collection, transportation and disposal of HHW from illegal dumping at sites in Wyandotte County identified by the Unified Government.
- [e] The Contractor shall be responsible for collection, transportation and disposal of HHW from various Unified Government departments such as Fire and/or Police.
- [f] The Contractor shall be responsible to provide the Unified Government with detailed reports as specified in this RFP.

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE. ELECTRONIC SIGNATURES ARE ACCEPTED.

A respondent **may** submit a complete copy of its response in the following format One (1) original along with a flash drive in .PDF format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheet, pictures, charts or diagrams require the functionality of a non-word processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – RFP 41668 Household Hazardous Waste Collection

One (1) original and a flash drive of your proposal and supplementary material should be submitted to:

**Office of the Unified Clerk, Municipal Office Building
701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the respondent's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

**Below is an example of the information required on your Proposal package.
You may use this as a label if you wish.**

Unified Government of Wyandotte County/Kansas City, KS
Attn: Unified Government Clerks Office
701 N. 7th Street, Room 323
Kansas City, Kansas 66101

REQUEST FOR PROPOSAL
Household Hazardous Waste Collection

RFP R41668

OPENING DATE/TIME:
November 20, 2025 - 2:00 PM

Section 7.01 Proposal Format and Content

The Unified Government discourages overly lengthy and costly proposals, however, in order for the Unified Government to evaluate proposals fairly and completely, Offerors should follow the format set out herein and provide all of the information requested.

Section 7.02 Electronic Filing Requirements

A respondent may submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement> You may either submit a hardcopy through any mailing service of your choice, drop off a hardcopy in a sealed and labeled envelope to the Unified Government City Clerk's Office, 701 N 7th Street, Suite 323, Kansas City KS 66101, or an electronic copy through the eProcurement website. You do not need to do more than one. Emailed submissions will NOT be accepted.

Section 7.03 Introduction

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government Offeror. Proposals must be signed by a company officer empowered to bind the company. An Offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Section 7.04 Understanding of the Project

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Section 7.05 Methodology Used for the Project

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.06 Management Plan for the Project

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.07 Experience and Qualifications

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

1. title,
2. resume,
3. location(s) where work will be performed, and
4. itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

Section 7.08 Cost Proposal

Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Article VIII. Evaluation and Selection

Section 8.01 Selection Criteria

(a) Understanding of the Project – 20%

Proposals will be evaluated against the questions set out below.

1. How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the Offeror identified pertinent issues and potential problems related to the project?
3. How well has the Offeror demonstrated that it understands the deliverables the Unified Government expects it to provide?
4. How well has the Offeror demonstrated that it understands the Unified Government's time schedule and can meet it?

(b) Methodology Used for the Project — 20%

Proposals will be evaluated against the questions set out below.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. How well does the methodology interface with the time schedule in the RFP?

(c) Management Plan for the Project — 25%

Proposals will be evaluated against the questions set out below.

How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

1. How well is accountability completely and clearly defined?
2. Is the organization of the project team clear?
3. How well does the management plan illustrate the lines of authority and communication?
4. To what extent does the Offeror already have the hardware, equipment, and licenses necessary to perform the contract?
5. Does it appear that the Offeror can meet the schedule set out in the RFP?
6. Has the Contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
7. Is the proposal practical, feasible, and within budget?
8. How well have any potential problems been identified?
9. Is the proposal submitted responsive to all material requirements in the RFP?

(d) Experience and Qualifications — 25%

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
4. How knowledgeable are the Offeror's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the firm:

1. How well has the firm demonstrated experience in completing similar projects on time and within budget?
2. How successful is the general history of the firm regarding the timely and successful completion of projects?
3. Has the firm provided letters of reference from previous clients?
4. How reasonable are the firm's cost estimates?
5. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?

(e) Contract Cost — 10%

Overall, a minimum of 10% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

Converting Cost to Points:

The lowest cost proposal will receive the maximum number of points allocated to cost.

Article IX. Attachments

Attachment A:	Proposal Form
Attachment B:	HHW Layout Map
Attachment C:	Bulking Procedures
Attachment D:	Kansas City, KS Environmental Services Household Hazardous Waste Permit
Attachment E:	Emergency Contingency Plan for Hazardous Waste
Attachment F:	3 KDHE Annual Reports

Attachment A

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS
RFP 41668 Household Hazardous Waste Collection**PROPOSAL FORM**
AUTHORIZED SIGNATURE

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of 120 days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

E-mail Address: _____

Federal Tax ID Number: _____

City of Kansas City, Kansas - WPCD
Segregation and Storage Areas

Kansas Department of Health and Environment
Bureau of Air and Waste Management

Flammable Liquid Bulking Procedures

The following procedures are to be used for bulking oil based paints, and flammable or combustible solvents at the household hazardous waste collection facilities.

1. All bulking of such materials should be conducted outdoors to prevent accumulation of explosive vapors. A minimum of two persons should be present whenever bulking takes place.
2. Flammable materials which meet the criteria of the disposal firm and do not present a safety hazard will be selected to be bulked. All flammable materials to be bulked must meet the following guidelines:

a) pH of >5 and <10	d) non-reactive
b) non-pathogenic	e) free of sulfides or cyanides
c) non-radioactive	f) free of solids
3. Examples of additional chemicals which should not be bulked include carbon disulfide, chloroform, pyridine, ethers, and organic peroxides. The bulking of chlorinated solvents such as methylene chloride should be limited to the degree established by the disposal contractor.
4. Flammable materials should be bulked into a DOT 17E (closed head) 55 gallon metal drum. The small bung opening should be loosened to vent the drum. A copper cable should be attached to the drum, and grounded to the earth or to a conducting body that is grounded to the earth. An ohm meter should be used to verify conductivity.
5. A non-sparking funnel should be used. All other hand tools to be used should also be non-sparking. Any auxiliary electrical equipment such as ventilation fans or radios must be suitable for use in Class I, Division I atmospheres.
6. An explosimeter air monitor should be used when bulking flammable materials. The LEL sensor should be set at 20% of the lower explosive limited (LEL) for the calibrating gas. If the warning alarm sounds, bulking activities must cease until the area is adequately ventilated to remove explosive vapors.
7. Two 10 pound fire extinguishers (ABC rated not less than 20B) for flammable liquids, and an eye wash will be available in

the event of a spill.

7. During the actual pouring of flammable liquids, all personnel will wear the following:
 - a) a Breathe - easy powered air purifying system or respirator with organic vapor/acid gas cartridges
 - b) splash resistant aprons or coveralls
 - c) neoprene boots with steel toes
 - d) neoprene or Nitrile gloves
 - e) splash shield or goggles
8. After the drum is filled to within three inches of the top, the drum should be sealed with the original bungs. All hand tools used should be non-sparking. Full drums should be moved immediately to the storage area within the building.

**Kansas City, Kansas
Water Pollution Control Division**

**Household Hazardous Waste
Permit Application**

EXHIBIT A

Kansas City, Kansas Water Pollution Control Division
Solid Waste Transfer Station Permit Application
Household Hazardous Materials Collection Program
for Kansas City, Kansas
March 18, 1994

Index

- 1.0. Introduction
- 2.0. Facility Description and Location
- 3.1. Specific Waste Determination
- 3.2. Segregation
- 3.3. Packaging
- 3.4. Removal
- 4.0. Security
- 5.0. Inspections
- 6.1. Facility Construction and Equipment
- 6.2. Facility Operations
- 6.3. Contingency Plan
- 7.0. Traffic
- 8.0. Personnel Training
- 9.0. Facility Closure

Appendix/Attachments

- I. The site in Relationship to the Service Area
- II. The facility, WWTP, and Surrounding Area
- III. Street and Traffic Flow Pattern
- IV. Segregation and Storage Areas
- V. Waste Receipt Log
- VI. Unknown Household Hazardous Waste Receipt
- VII. Procedure for Off-Site Handling of Explosive and Leaking containers
- VIII. Household Hazardous Waste Log Sheet
- IX. Household Hazardous Waste Distribution Form
- X. Inspection Log
- IX. Equipment Inspection Log
- XII. Spill Clean-up Procedures
- XIII. Contingency Plan
- XIV. Types and Properties of Household Hazardous Materials
- XV. Flammable Liquid Bulking Procedures
- XVI. Other
 - A. Deffenbaugh Contractual
 - B. City of Kansas City, Kansas Use Permit
 - C. Hazardous Waste Storage Building Blueprint

2.0 Facility Location and Description

The permanent household hazardous materials collection facility (HHW) is located at the Kansas City, Kansas Wastewater Treatment Plant #20 at 2443 S 88th st., Kansas City, Kansas. The POTW complex is comprised of one common outfall. Also at the facility, is an administration building with a laboratory which is fully functional, but not in use by the POTW at this time.

The HHW site is composed of two 20' X 12' (240 sq. ft.) prefabricated concrete storage buildings (Van-Dorn Type), connected with an 18' X 20' canopy. The administration building will be used as a storage/office area, and at least three covered areas, each structures will be in a paved area of approximately 10,000 ft squared adjacent to the public assess roadway/reception area. Two lanes of traffic will be easily accomadated. The hazardous material storage buildings specifications are provided below. These specification have been reviewed and approved by the City of Kansas City, Kansas. Electrical and water utilities have been provided for the site. Construction activities have been in accordance with existing fire, electrical, plumbing, and building codes. Blueprint elevations show the site to be approximately 2 feet above the 100 year flood plain elevation along the Kansas River,

The activities at the facility will include the following:

1. Receipt of residential household hazardous materials from the public.
2. Segregation of these materials according to their DOT hazard classification.
3. Bulking of motor oils, solvents, and oil based paints.
4. Recycling usable products including latex paints and motor oils.
5. Packaging of non-recyclable household hazardous materials.

6. Storage of these items until disposal of the waste by a licensed hazardous waste disposal contractor.

The facility layout is viewed in the attachments contained at the end of permit application narrative. Attachment I displays the site in relationship to the area that the facility will service. Attachment II shows the facility, the wastewater treatment plant and its immediate surrounding area. Attachment III depicts the streets and traffic flow pattern through the facility. Attachment IV depicts the actual locations of the areas within the proposed facility where household hazardous materials will be segregated and stored.

Since the HHW facility is located adjacent to the wastewater treatment plant on City property, the site will be visible and easily located. The nearest residential area is approximately 1 mile from the collection and storage buildings. The 1 acre complex is zoned as Heavy Industrial Use and is adjacent to residential properties separated by other heavy industrial properties.

The site is flat. Grading was conducted in such a fashion as to allow participation runoff to drain away from the storage buildings in all directions. A complete HHW complex contour map would be available at KDHE request.

There are no wells or surface waters on the POTW complex. There are storm water basins located on 88th street which will require isolation dykes as a preventative step to insure that no chemicals will migrate off-site during collection in the event of a spill.

The hazardous materials site has exclusive water and electric utilities. The site can be easily isolated from other utility services on the POTW complex. The attached schematic show disconnects and valves for utility shutoff.

Traffic control, parking, and signage are shown in the 8-1/2 x 11 attachment. Drainage was described above. All surface runoff from the site flows to one of two storm water catch basins located approximately 200 feet west of the site at the curb line of the main access road.

The HHW Collection Site will be isolated with a 6' fence and separate gates for access. There will be a pedestrian gate located between the administration and HHW storage buildings to allow access to and from the POTW facility for employees only.

3.1. Specific Waste Determination

The Kansas City, Kansas Household Hazardous Materials Program will receive household hazardous wastes from non-regulated urban and rural residential sources within Wyandotte County. Commercial and industrial generators will be excluded from using the facility per

special use permit conditions.

Limitations placed on waste accepted can be somewhat disconcerting to residents who come to the site. We do use 10 gallons/80 pounds as a general guideline, but only as a guideline. We would rather take the waste than risk improper disposal. However, we must be aware of the possibility of commercial waste being brought to the site. We do advertise types of wastes not accepted.

The household hazardous materials to be received at the permanent facility will primarily consist of the following (Appendix XIV lists types and properties in more detail):

Pesticides:

Herbicides
Rat and mouse poisons

Home and garden pesticides

Paints:

Enamel or oil based paints
Thinner and turpentine
Wood preservatives

Rust preventative paints
Furniture strippers
Stains/finishes

Auto Products:

Antifreeze
Brake Fluid
Carburetor Cleaner

Transmission fluid
Waste oil
Cleaning Solvents

Household Products:

Oven cleaners
Photographic chemicals
Drain cleaners
Floor and furniture cleaners
Mothballs
Ammonia based cleaners

Toilet cleaners
Disinfectants
Rug and upholstery cleaners
Bleach cleaner
Pool chemicals
Abrasive cleaners or powders

The following materials will NOT be accepted at the facility:

Explosives	Ammunition
Infectious and radioactive wastes	Compressed gas cylinders
Asbestos	Dioxins and precursors
Tetrachlorophenols	Kepone
2,4,5-TP and acid derivative	

All efforts will be made to provide the participant with alternative disposal options for any household hazardous materials not accepted, however, should ammunition and explosives be brought to the facility, separate procedure (See Attachment VII) will be followed to assure proper and safe disposal. In the case of other materials, the resident will be asked to store them at home, until such time as other disposal alternatives are developed by the Water Pollution Control Division. Staff will continue to work to further

broaden disposal options for the public. In order to reduce the amount of non-acceptable materials brought to the site, public education materials will emphasize that if the resident does possess any of these materials, then the Water Pollution Control Division should be contacted for disposal options.

When a resident arrives at the site, a waste receipt card will be given to list the type and amounts of household hazardous materials brought to the facility (See Attachment V). These cards will be available to the public at various city and county agencies and can be completed prior to arrival or while waiting. While there would be a recommended maximum amount of material to be accepted, we feel it would be wise to be as accommodating as possible.

The primary method of waste characterization will be through original container labeling. In the event that a label is missing, the participant will be asked as to the type of material or usage of the material. Other methods of identification or characterization include use of a halogen meter or chemical screening by using the HAZ-CAT chemical classification system. If an unknown material is received and cannot be identified, it will be overpacked separately and logged as an unknown and held for contractor analysis (See Attachment VI). The WPCD may, at its discretion, refuse acceptance of unknown materials and ask the participant to store the unknown material at home until re-contacted by the WPCD for disposal options.

3.2. Segregation

All household hazardous waste received at the facility will remain in the original container, and will be segregated according to hazard class, and then overpacked in DOT specified lined fiber or metal open top, lock rim containers with vermiculite or similar absorbent material. The storage area will be constructed with containment systems. Any corroded or leaking containers will be overpacked in five gallon drums prior to placement in 55 gallon drums.

Wastes that pose special hazards such as pressure or heat sensitive wastes will be overpacked separately in five gallon drums and segregated by hazard class and stored and disposed of on an individual basis. The facility will be mechanically vented so that extreme heat or excessive vapor does not accumulate. Explosive wastes will not be stored in the facility, but will be handled as outlined in Appendix VIII.

All incompatible wastes, ignitable and reactive wastes will be stored apart from other household wastes and will not be mixed or handled in such a way that explosion or reaction may result.

The length of time containers will be stored prior to transportation and disposal by the hazardous waste disposal

contractor will not exceed 90 days regardless whether or not the 1,000 kilogram limit has been reached at the HHW collection facility.

Our hazardous waste storage buildings are specifically designed with 9 individual epoxy coated sump compartments in each building. Storage building "A" will be used for Flammable, Corrosive, Poison, Oxidizer and Peroxide storage, which will be segregated over individual sumps to prevent mixing in the event of a rupture in one or more drums. Storage Building "B" will be used for non-flammables and less hazardous materials such as latex paint storage.

3.3. Packaging

Containers and absorbent material used in packaging household hazardous waste materials will be per contractor's and DOT's requirements.

All incompatible wastes will be held in segregated storage areas in-overpacked storage drums. Only compatible wastes will be stored in the same storage spill containment area (ie. sumps). Containers will always be closed during storage and will be handled and stored in such a manner as to prevent rupture and leaking of the containers. Containers will also be stored for protection against excessive heat or cold. Containers will be labeled "Household Hazardous Waste" and identified as to their hazard class. A three part copy household hazardous waste log sheet containing hazard class, date packed, generic name of the material and the amount contained will be attached to each storage drum. One copy will remain attached to the container, another copy will be filed at the hazardous waste facility, while the remaining copy will be filed at the Water Pollution Control Department (See Attachment VIII).

Waste oil, after being screened using a halogen meter, will be bulked in a storage tank located on a concrete pad outside of the building. The tank will have secondary containment with an audible leak alarm, an emergency pressure relief vent and equipped with liquid level gauges to preclude any over-fill. These waste oils will be picked up by a local oil reclaiming company. Bulking in 55 gallon drums will provide an alternative option. In this event appropriate diking and cover will be provided.

Waste antifreeze will be bulked in 55 gallon drums and will be recycled if possible.

Oil based paint and solvents will be bulked into 55 gallon drums for disposal through fuel-blending.

All personnel involved in packing household hazardous materials or bulking oil and solvents on the site will wear protective clothing,

i.e., Tyvek suits, gloves, goggles including half face respirators if deemed necessary, and (See Attachment XV) receive training by the contractor and other suitable sources.

The storage buildings are not currently planned to have heaters for winter operation. Storage will be controlled to avoid the possibility of container breakage due to freezing.

Containers will be properly labeled and dated.

3.4. Removal

The City of Kansas City, Kansas will contract with a registered, HDHE approved hazardous waste hauler (Request for Proposals are currently being solicited), to assist in packaging, transporting and disposing of the materials using a 90-day cycle from the time the materials are collected regardless whether or not the 1,000 kilogram limit has been reached at the HHW collection facility. All wastes will be packaged, labeled, and manifested in accordance with K.A.R. 28-31-3(d) and (e). An EPA identification number for Kansas City, Kansas's permanent household hazardous materials collection facility will be obtained.

Household waste not classified as hazardous will be recycled as follows:

1. Used motor oil will be tested with a halogen meter and picked up by a local used oil reclaiming company.
2. Latex paint will be kept in the original container, and/or bulked for distribution to community groups such as Operation Brightside. Containers with minimal amount of latex paint will be bulked in 5 gallon containers. Bulked latex paint will be given away to additional community sources as developed. Any cans of latex paint not recycled will be filled with absorbent and disposed of at a sanitary landfill.
3. Pesticides and herbicides will be made available to licensed governmental agencies that use these products i.e., Wyandotte County Noxious Weeds Department, KCK Public Works Department (Parks and Recreation Division), and possibly non-profit group.

Documentation of disposal of the hazardous waste will be done through manifests from the hazardous waste contractor. These manifests will be maintained by the WPCD on-site. All recycled household waste will be documented by a household materials distribution form, which will include quantity and type of material and the organization receiving it (See Attachment IX).

Shipments of waste will occur periodically through the annual operational period of April through November. Transportation and

disposal is contracted to Burlington Environmental Inc. The Contractor will be required to incinerate all acceptable waste with the exception of fuel blending materials at RCRA & KDHE approved facilities. EPA ID applications will be in progress for Kansas and other States as needed. A waste oil generator number will be obtained if needed for proper transport and disposal.

4.0. Security

The 1 acre Household Hazardous Waste (HHW) is completely enclosed by a security fence. The WWTP #20 is staffed 24 hours per day, however, WWTP personnel will not be allowed access to the household hazardous materials facility unless authorized WPCD staff are present. The buildings will be locked when not in operation and the keys will be retained by WPCD staff. Access for emergencies during non-operational hours will be arranged through the use of exterior lock boxes. This is being coordinated with the fire district. Signs reading: "Restricted Access - Authorized Personnel Only" will be posted on all gates of the site to be visible from all direction of entry or access to the facility. Additionally, "No Smoking" signs will be posted on both the inside and outside building walls.

5.0. Inspections

Inspections will be made weekly during normal working hours by WPCD staff or daily when the facility is in use. Any facility deterioration or malfunctions resulting in unsafe conditions will be remedied by the WPCD. A hard copy of the site inspection log will be kept at the facility to record all inspections. The log will include (1) date, (2) name of authorized person doing the inspection, (3) notation of any observations made, and (4) date and notation of corrective action taken if needed (See Attachment X).

All permanent on-site monitoring equipment and fire or spill response equipment will be inspected on a weekly basis and prior to site opening or when packing or bulking materials and noted on a household hazardous waste equipment inspection log. This log will be maintained for a minimum of three years (See Attachment XI). The facility will be periodically monitored during non-working hours by WPCD staff who will comply with the Emergency Contingency Plan in the event the sensor alarms are activated, or there is evidence of a release of materials.

6.1 Facility Construction and Equipment

The permanent household hazardous waste facility shall meet all the current building, electrical, mechanical, ventilation and uniform fire code requirements of the City of Kansas City, Kansas. A building permit will be issued at time of completion.

The two 12' x 20' prefabricated concrete storage buildings will be

designed to provide effective storage areas for flammable, reactive, toxic, and corrosive materials. Each will contain large compartmented sumps below a grated floor that provide liquid spill capacity in excess of 25% of the liquid storage capacity. Building will be constructed so as to minimize ramps at door ways. No sewer connections will be installed. Included in the appendix is a blueprint of the storage building which has been prepared by a Kansas registered professional engineer.

Each storage building's preliminary technical specifications and requirements are as follows:

Building #1 Designated Locker/Paint Storage Area:

*Nominal Interior Dimensions: 11'W x 19'4"L x 8'H.

*Nominal Exterior Dimensions: 12'W x 20'4"L x 9'5"H.

*Design loading:

Floor - 250 PSF

Roof - 40 PSF

Wind - 110 MPH

Seismic - Zone 4

* Structural design and manufacture will conform to requirements of ACI 318-83.

*Sump - Epoxy coated 10" thick structural precast with 8" deep pans for spill containment. Ribs located two foot on center.

*Floor - Steel grating

*Walls - 4" lightweight structural concrete with bristle rake exterior finish and smooth interior. (Two (2) hour fire resistance).

*Roof - 4" lightweight structural concrete with built in slope for drainage and 2" overhang on all sides. (Two hour fire resistance).

*Concrete compressive strength shall be 500 PSI at 28 days.

*Reinforcing steel - ASTM A615, Grade 60

*Welded Wire Fabric - Shall conform to ASTM A185.

*Connections - All panels shall be securely fastened together with 1/4" thick (minimum) weld plates. Steel is to be structural quality, hot rolled carbon complying with ASTM A283, Grade C. Weld plates shall be prime painted.

*All joints shall be sealed with a fire rated sealant.

*Doors and frames - The building will be equipped with two insulated steel doors 4'0" x 7'0" x 1-3/4". Doors and frames shall be 1-1/2 hour fire rated U.L. labeled. Doors are equipped with hold-open closures, heavy duty rated locksets keyed alike, fire rated weather stripping, heavy duty ball bearing hinges. Doors painted white. (unless owner specifies color).

*Hazard Labeling installed on doors - DOT and NFPA 704 Signs

*Air inlet vent equipped with louver and U.L. classified fire damper having a one and one-half hour fire protection rating located within 12" from floor. All air inlet vents will be

equipped with bird screens. One air inlet vent per compartment.

*Exhaust vent equipped louver and U.L. classified fire damper having a one and one-half hour fire protection rating located within 12" from ceiling on opposite side from inlet vent. One exhaust vent with mechanical fan per compartment.

*Electrical - Locker compartment to have one light fixture and 3 standard plug-in receptacles. Paint/Latex room will have 2 light fixtures. All light and exhaust fan switches will be standard interior switches. Electrical, fixtures, and exhaust fans will not be explosion proof but wired according to National Electric Code.

*8 foot Concrete Fire wall to separate locker room and paint storage room approx. 1/3:2/3

Building #2 Designated Hazardous Materials Storage Area:

*Nominal Exterior Dimensions: 12' x 20'4" x 9'5"

*Nominal Interior Dimensions: 11' x 19'4" x 8'

*Design loading:

Floor - 250 PSF

Roof - 40 PSF

Wind - 110 MPH

* Structural design and manufacture will conform to requirements of ACI 318-83.

*Sump - Epoxy coated 10" thick structural precast with 8" deep pans for spill containment. Ribs located two foot on center.

*Floor - Steel grating

*Walls - 4" lightweight structural concrete with bristle rake exterior finish and smooth interior. (Two (2) hour fire resistance).

*Roof - 4" lightweight structural concrete with built in slope for drainage and 2" overhang on all sides. (Two hour fire resistance).

*Concrete compressive strength shall be 500 PSI at 28 days.

*Reinforcing steel - ASTM A615, Grade 60

*Welded Wire Fabric - Shall conform to ASTM A185.

*Connections - All panels shall be securely fastened together with 1/4" thick (minimum) weld plates. Steel is to be structural quality, hot rolled carbon complying with ASTM A283, Grade C. Weld plates shall be prime painted.

*All joints shall be sealed with a fire rated sealant.

*Doors and frames - The building will be equipped with two insulated steel doors 4'0" x 7'0" x 1-3/4". Doors and frames shall be 1-1/2 hour fire rated U.L. labeled. Doors are equipped with hold-open closures, heavy duty rated locksets keyed alike, fire rated weather stripping, heavy duty ball bearing hinges. Doors painted white. (unless owner specifies color).

*Hazard Labeling installed on doors - DOT and NFPA 704 Signs

- *Air inlet vent equipped with louver and U.L. classified fire damper having a one and one-half hour fire protection rating located within 12" from floor. All air inlet vents will be equipped with bird screens.
- *Exhaust vent equipped louver and U.L. classified fire damper having a one and one-half hour fire protection rating located within 12" from ceiling on opposite side from inlet vent.
- *Explosion proof exhaust fan shall move air 1 cu.ft/min/sq.ft. of floor space. Weather proof exterior switch shall be located between the doors.
- *Electrical - Building shall be equipped with 3 explosion proof 200 watt. incandescent light fixture with weather proof exterior switch located between the doors. Service main entrance box shall be exterior weather proof. Electrical will be according to National Electrical Code.
- *Grounding halo around the Interior perimeter.
- *Canopy to extend from Building #1 to Building #2 so that interior span between buildings is approx. 16' wide and canopy height from door sill shall be approx. 10'.
- *The electrical system will be Class I, Division I rated wiring including the following:
 - Electrical entrance located on exterior or building.
 - Switches for exhaust fan and lights located by each door on the exterior of the building.
 - Eight explosion-proof 200 watt lights.
 - Explosion-proof ventilation system.
- *Grounding halo around perimeter of interior.
- *Hazard labeling installed on door.
- *Each building weight is approximately 58,000 pounds.

The office area will be separate from the hazardous material storage buildings in the administration building and used as a training facility and for unknown classifications in the lab. Washing and sanitary facilities are also provided in this building.

Secondary containment is provided integral with the building construction as described above. Waste oil secondary containment is provided by an exterior metal shell containment tank.

Communication with 911 emergency dispatch will be by portable hand held radios and by telephone. A minimum of two fire extinguishers will be provided on site at all times. Commercial spill control and neutralization chemicals along with adsorbents compatible with materials will be present at the facility. A permanent eye wash and drenching shower will be installed in the locker-room side of building #1. Handwashing will be provided by outside water supply bibs and inside the locker-room area. A commercial first-aid kit will be permanently provided on-site. The appropriate personal protective gear provided on-site will include splash suits, eye protection, appropriate gloves, and respirators. A field portable

gas detector and halogen meters will be available on site.

Decontamination equipment and neutralization chemicals will be on site. This includes soda ash, absorbent materials and other items as necessary from the main laboratory.

6.2. Facility Operation

The KCK Household Hazardous Materials facility will be open to the public on the third Saturday of each month from the hours of 8:30 a.m. to 1:00 p.m.

The site will have signs designating route of travel to the household hazardous material facility. At the unloading area, or prior to unloading, the participant will be given a waste receipt card to list name, address, type and quantity of materials brought. If after reviewing the waste receipt card, the participant's material is accepted, the material will then be reviewed by staff for final acceptance for disposal. The accepted material will be unloaded by staff and will be separated as to disposal method or hazard class and then set into storage. The bulking of waste oil and antifreeze will be done immediately after screening. Flammable liquids will be bulked in ground drums in an appropriate area.

To prevent spillage, the handling of materials will be kept to a minimum. Original containers will not be stacked outside of storage areas and all lids will be tightened to minimize spills.

The packing of the material for contractor disposal may take place at any time, however, if the volume of material is too great, the material will be separated and stored in the appropriate area and held until repacking can begin. In any event, all packing should be completed within 48 hours after the conclusion of a collection day.

Aisle space will be kept uncluttered for any remedial or emergency response. All ignitable and reactive waste will be separated from incompatible substances. Accidental ignition or reaction will be reduced by eliminating smoking, cutting and welding, and spark and radiant heat. "No Smoking" signs will be posted at the facility. Before entering either building the ventilation exhaust fans will be activated for a minimum of five minutes for removal of harmful vapors or fumes and potential explosive atmospheres.

To provide worker protection and fire safety from flammable gases at this site, the following procedures will be taken:

1. All containerized drums of flammable materials will be grounded to reduce the possibility of sparks. This will be accomplished by the use of commercial grounding cables secured to the perimeter of the storage area and earth grounded. The common grounding cables will be hard grounded.

copper #6 wire grounded to the building. These grounding cables will be in place and on all metal storage containers. They will be used during bulking and filling operations to prevent sparks from igniting flammable liquids. An explosimeter will be used when bulking flammable liquids.

2. To prevent spills, all materials will be placed immediately into designated spill containment storage areas. If a spill occurs, the appropriate remediation will take place in a timely manner. This action will include neutralization if necessary, then absorption, decontamination and cleanup. Any spilled material in the storage area will be controlled by the containment system.
3. Cleanup will be by use of the appropriate absorbent and or neutralizing agent as necessary. If a spill occurs outside the containment system, then spill booms or diking material will be used to prevent the material from leaving the concreted or paved areas. All contaminated material will be cleaned up and put into the appropriate storage containers for disposal. Attachment XII lists specific written clean-up procedures for spills.

6.3. Contingency Plan

Attachment XIII contains Kansas City, Kansas WPCD Emergency Contingency Plan for the Household Hazardous Materials Collection Facility. This plan would be used if an emergency situation would occur and would serve as the procedure to be followed by facility personnel. A copy of this contingency plan will be distributed to local police and fire departments, hospitals, emergency medical service and the Local Emergency Planning Committee. In addition, informational materials will be developed to familiarize police, fire departments and Emergency Response Teams with the layout of the facility and the properties of the waste handled and any injuries or illnesses associated with these materials in the event of an emergency.

Evacuation of the site will involve all personnel egressing to the nearest exit and assembling at the administration building to be accounted for. An air horn will be used for notification purposes and the site supervisor will determine if the situation warrants an evacuation. The participants will be instructed to use a third lane (nearest the curb) for emergency evacuation purposes only.

Appropriate notification has been coordinated with police and fire officials. Providence Medical Center is identified as care provider in the case of an emergency.

7.0. Traffic

All participant traffic will proceed through the south entrance of the HHW grounds from 88th street to the household hazardous materials facility (One Way & Do Not Enter signs will be posted). Once wastes have been received and logged, participants will exit by using the north gate on to 88th street, north to K-32. (See Attachment III). Workers and emergency crews will arrive via the North entrance.

During collection hours, visitors will not be allowed to enter the storage facility. Only authorized WPCD staff, hazardous waste contractor personnel and other authorized personnel will be allowed into the separation and storage buildings. During non-working hours, weekends, and holidays the site will be closed and secured to prevent entry.

8.0. Personnel Training

WPCD staff involved with the program will have completed the 24-hour OSHA training course, an 8-hour toxicology course and will participate in an 8-hour training session conducted by the hazardous waste contractor prior to the first collection date. On-going, in-house training will also be conducted concerning household hazardous materials and their characteristics, emergency procedures, emergency contingency plan. Other training will include procedures for using, inspecting, repairing and calibrating facility emergency and monitoring equipment, instruction on using the communication system and implementing the provisions of the emergency contingency plan. Records documenting training will be maintained at the facility.

Two or more KCK staff members are currently completing a variety of the following courses: 40-hour OSHA training course (HAZWOPPER Training by EPA), Chemical Safety Audits (Environmental Response Training Program by EPA), Standard First Aid & Adult CPR (American Red Cross), Industrial Hygiene & Toxicology course (KCKCC), Hazard Communication Seminar (All WPCD Employees).

As unsupervised work is not allowed when handling hazardous waste, all WPCD employees working on site will have a minimum training of 24 hours in hazwopper 1910.120, 8 hours of toxicology and 8 hours hands on contractor training. Future training needs will either be handled by contractor personnel or through an approved 40-hour OSHA course as necessary.

9.0 Facility Closure

In the event the facility is closed permanently, Water Pollution Control Division will notify the appropriate Kansas Department of Health and Environmental official at least 180 days before the date the facility is expected to close. Within 90 days after receiving

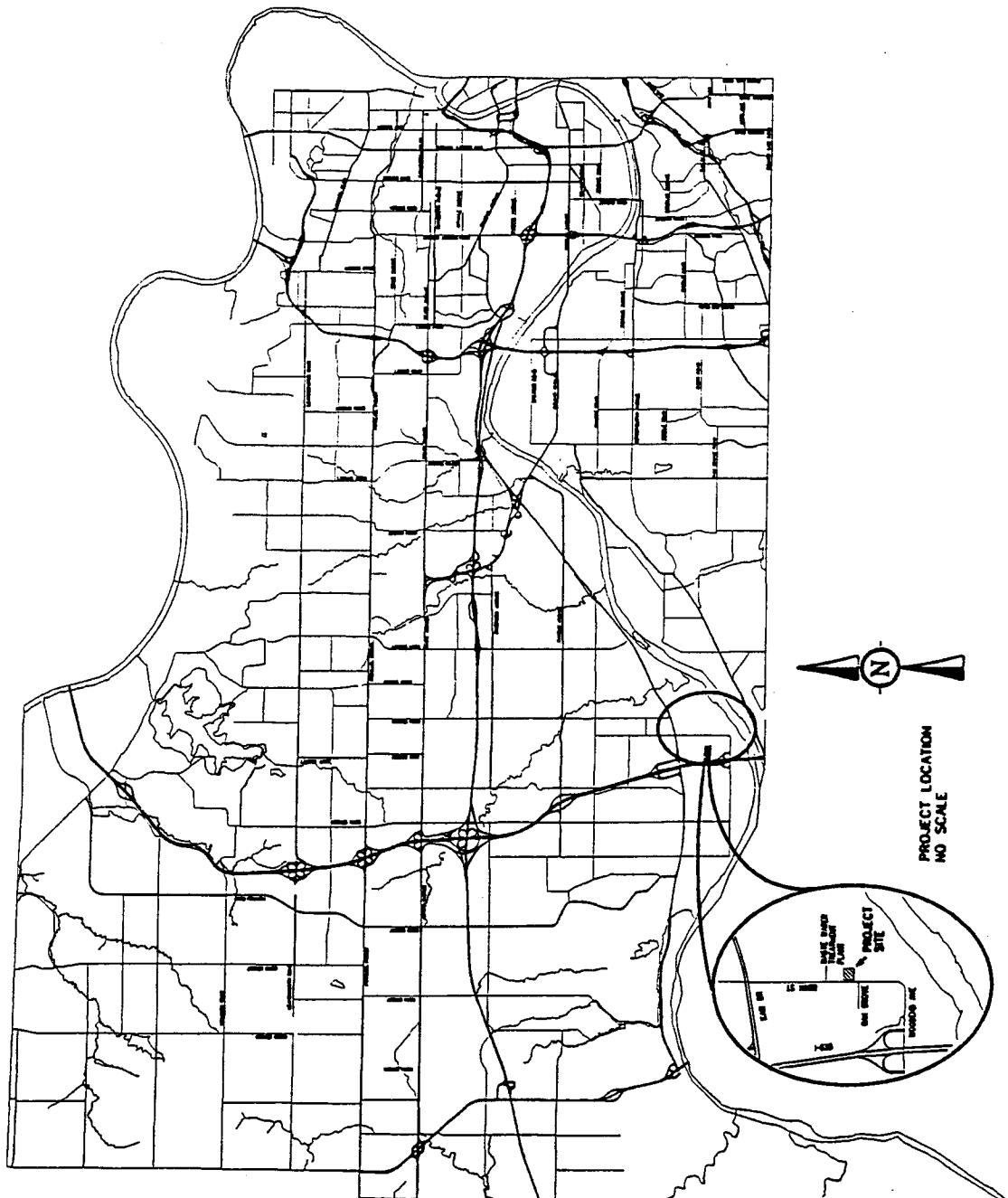
the final volume of waste or 90 days after notice of closure, which ever is later, all household hazardous waste will be removed by the hazardous waste contractor. The WPCD will comply with all provisions of the State's closure plan prior to notifying the State that a certification of closure can be issued.

Kansas City, Kansas Water Pollution Control Division
Attachments Index

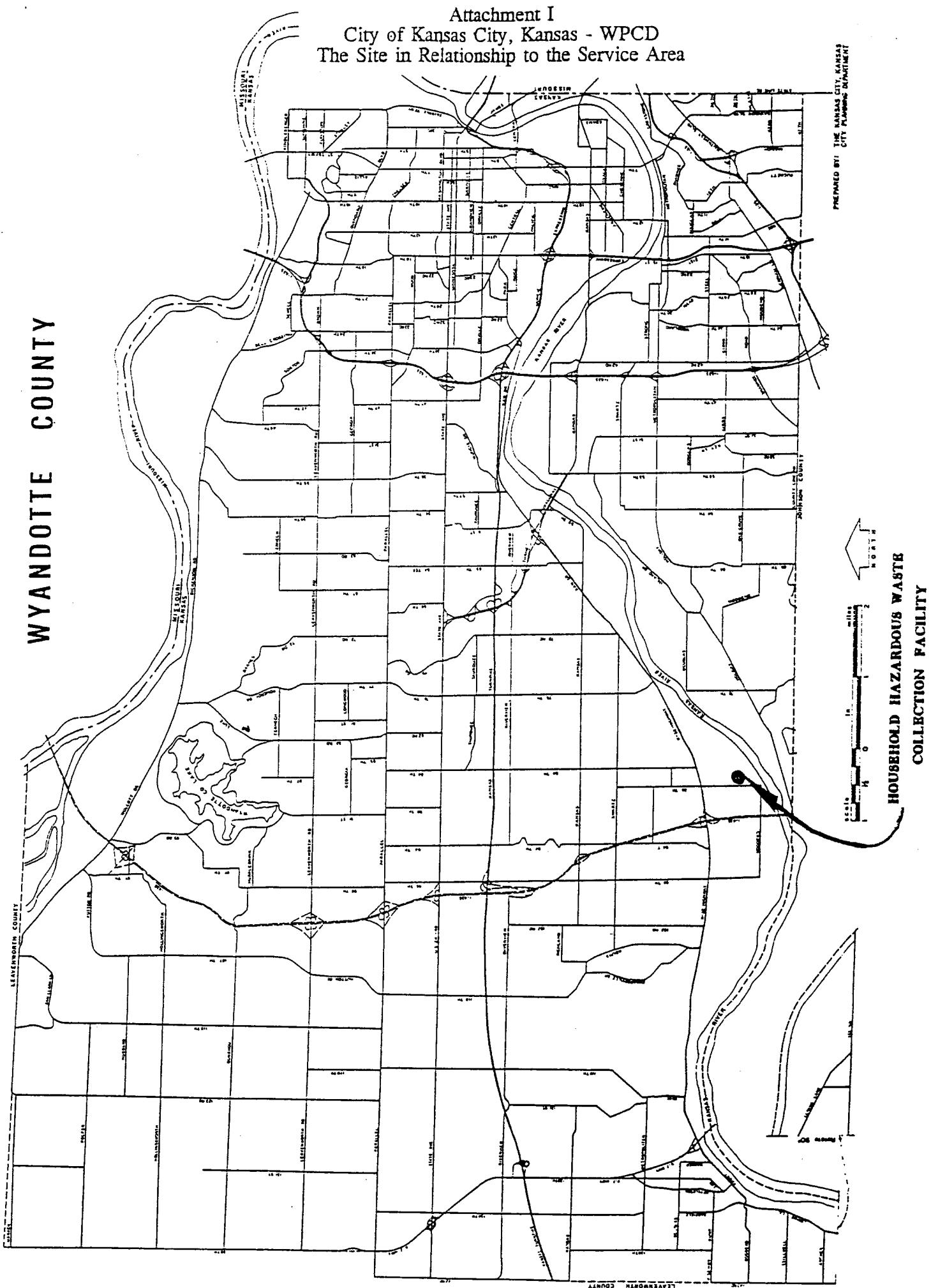
Attachment I	The Site in Relationship to the Service Area
Attachment II	The Facility, WWTP, and Surrounding Areas
Attachment III	Street and Traffic Flow Pattern
Attachment IV	Location of the Areas within the Facility where Household Materials will be Segregated and Stored
Attachment V	Waste Receipt Log
Attachment VI	Unknown Household Hazardous Waste Receipt
Attachment VII	Procedure for Off-Site Handling of Explosives and leaking containers
Attachment VIII	Household Hazardous Waste Log Sheet
Attachment IX	Household Hazardous Waste Distribution Form
Attachment X	Inspection Log
Attachment XI	Equipment Inspection Log
Attachment XII	Spill Clean-up Procedures
Attachment XIII	Contingency Plan
Attachment XIV	Types and Properties of Household Hazardous materials
Attachment XV	Flammable Liquid Bulking Procedures

Attachment I
City of Kansas City, Kansas - WPCD
The Site in Relationship to the Service Area

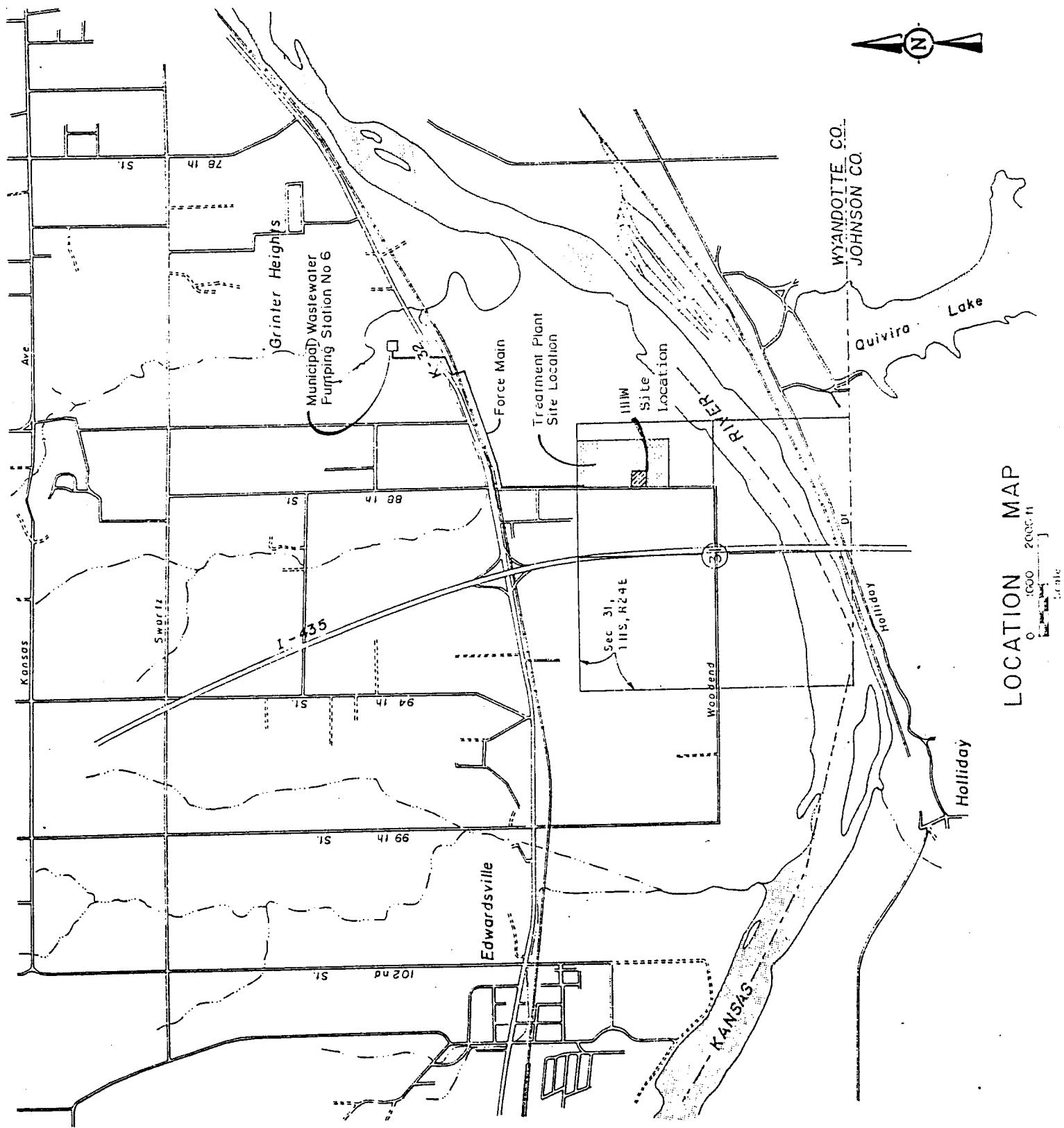
PUBLIC WORKS DEPARTMENT WATER POLLUTION CONTROL DIVISION
CITY OF KANSAS CITY, KANSAS
HOUSEHOLD HAZARDOUS WASTE
COLLECTION FACILITY



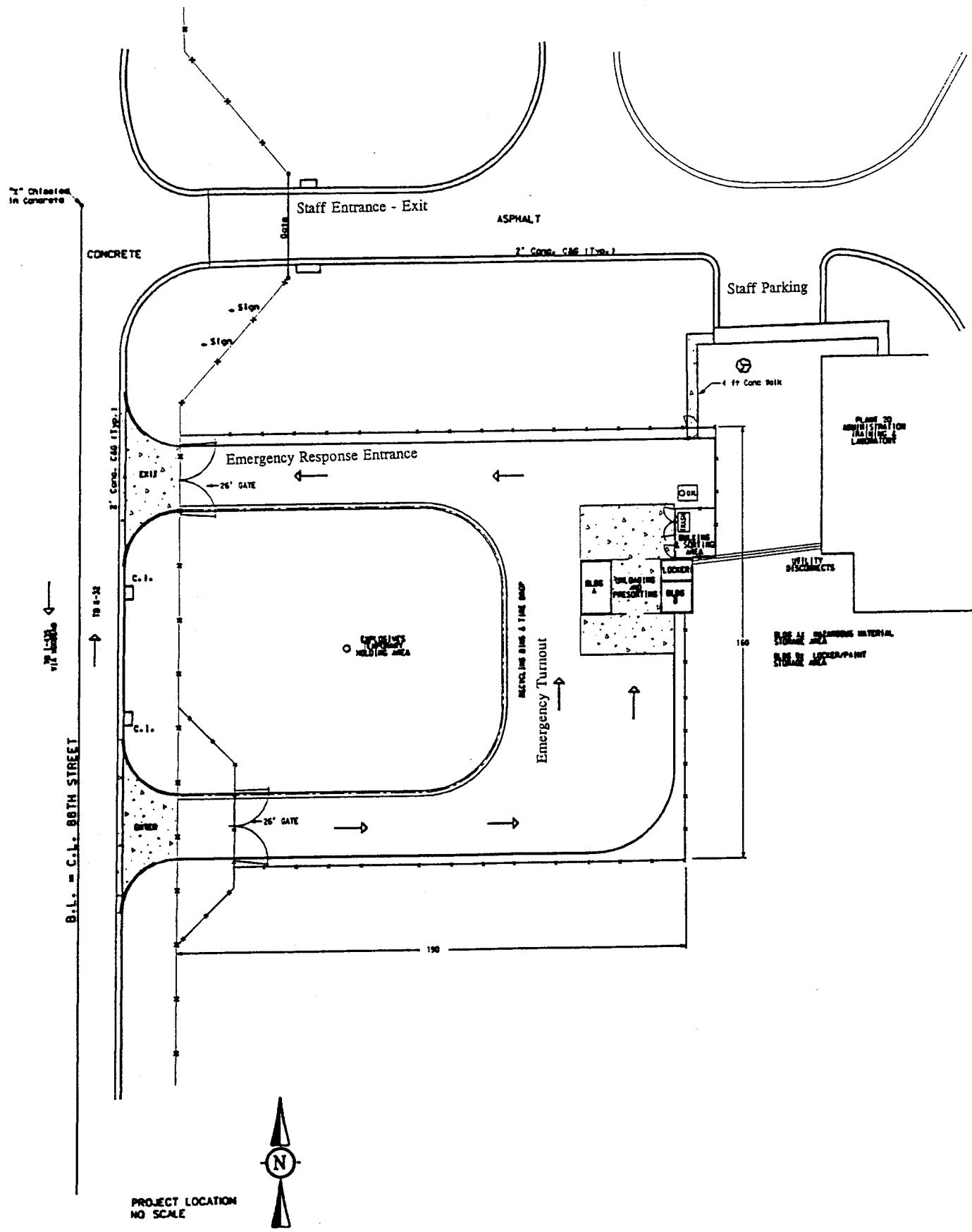
Attachment I
City of Kansas City, Kansas - WPCD
The Site in Relationship to the Service Area



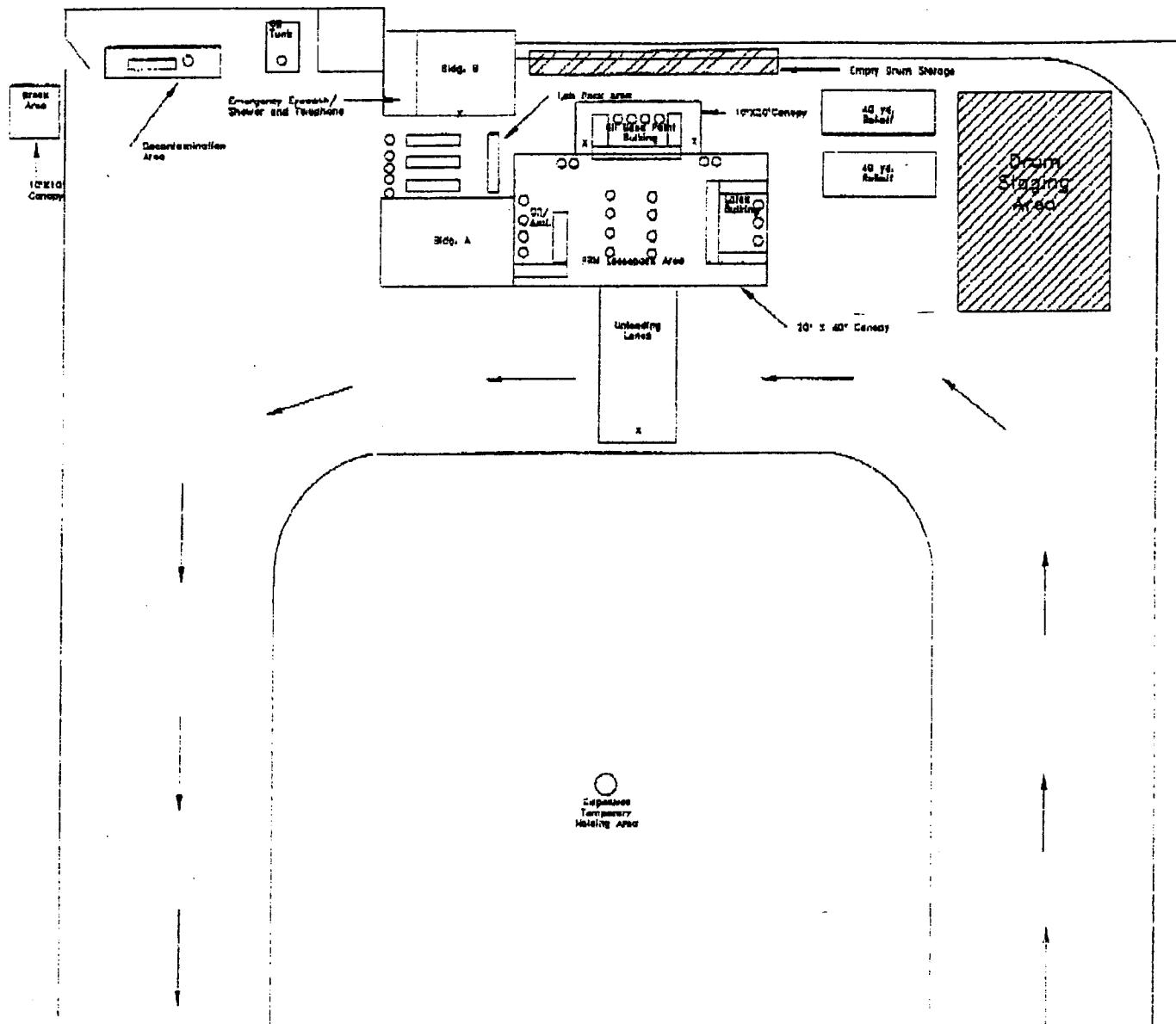
Attachment II
City of Kansas City, Kansas - WCPD
The Facility, WWTP, and Surrounding Areas



Attachment III
City of Kansas City, Kansas - WPCD
Street and Traffic Flow Pattern

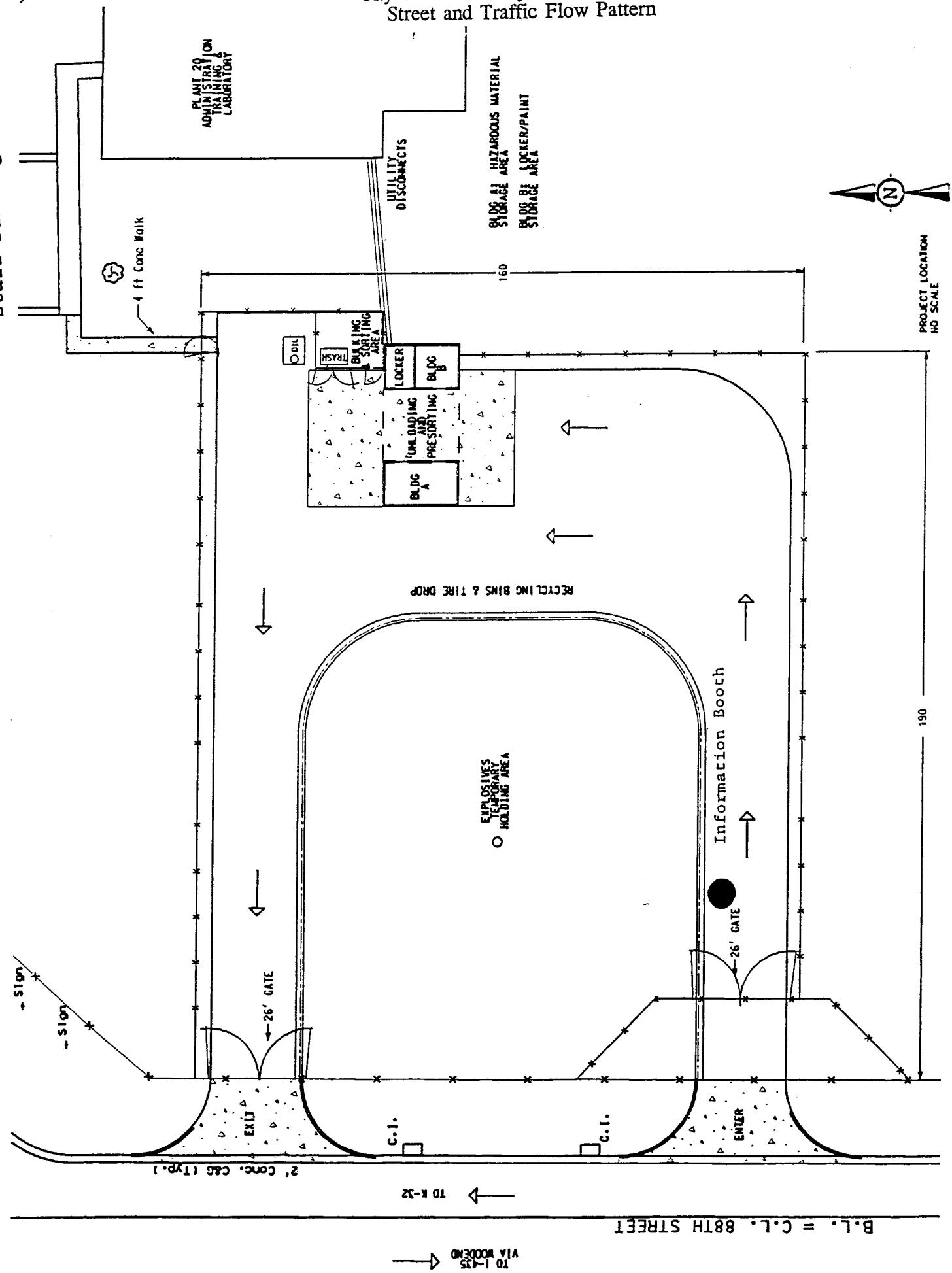


**City of Kansas City, Kansas
Household Hazardous Waste
Collection Facility**

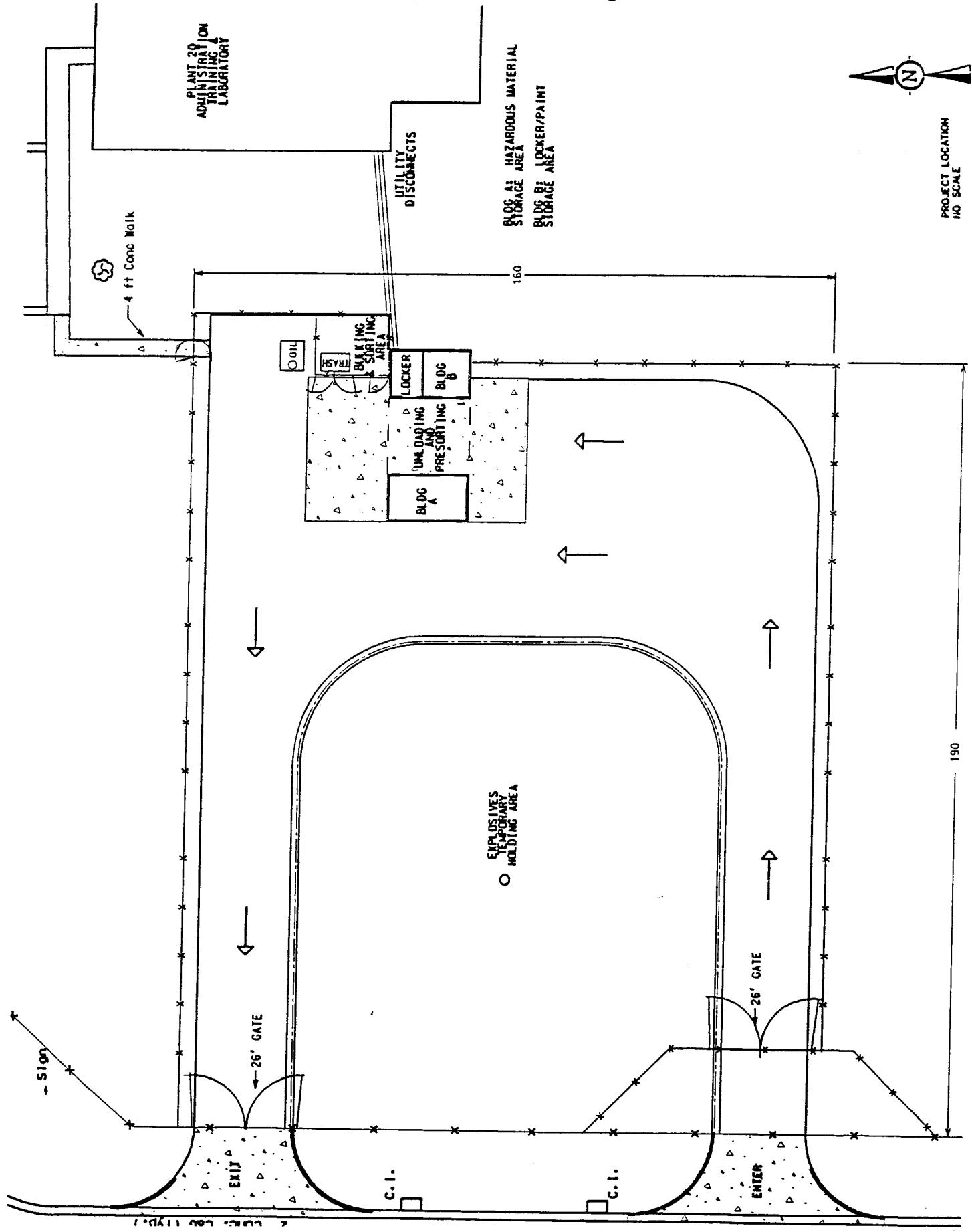


Attachment III
 City of Kansas City, Kansas - WPCD
 Street and Traffic Flow Pattern

Staff Parking



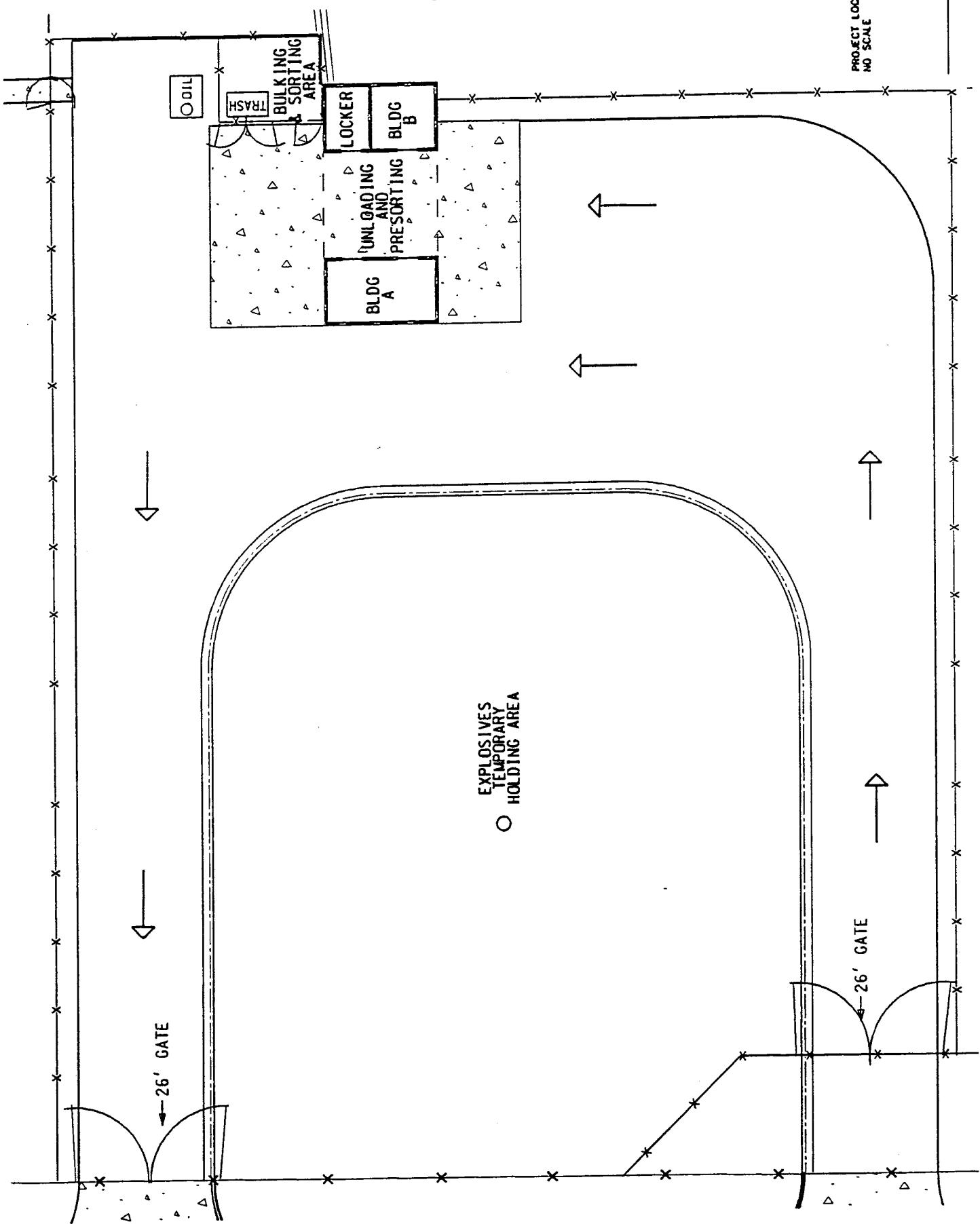
Attachment IV
City of Kansas City, Kansas - WPCD
Segregation and Storage Areas



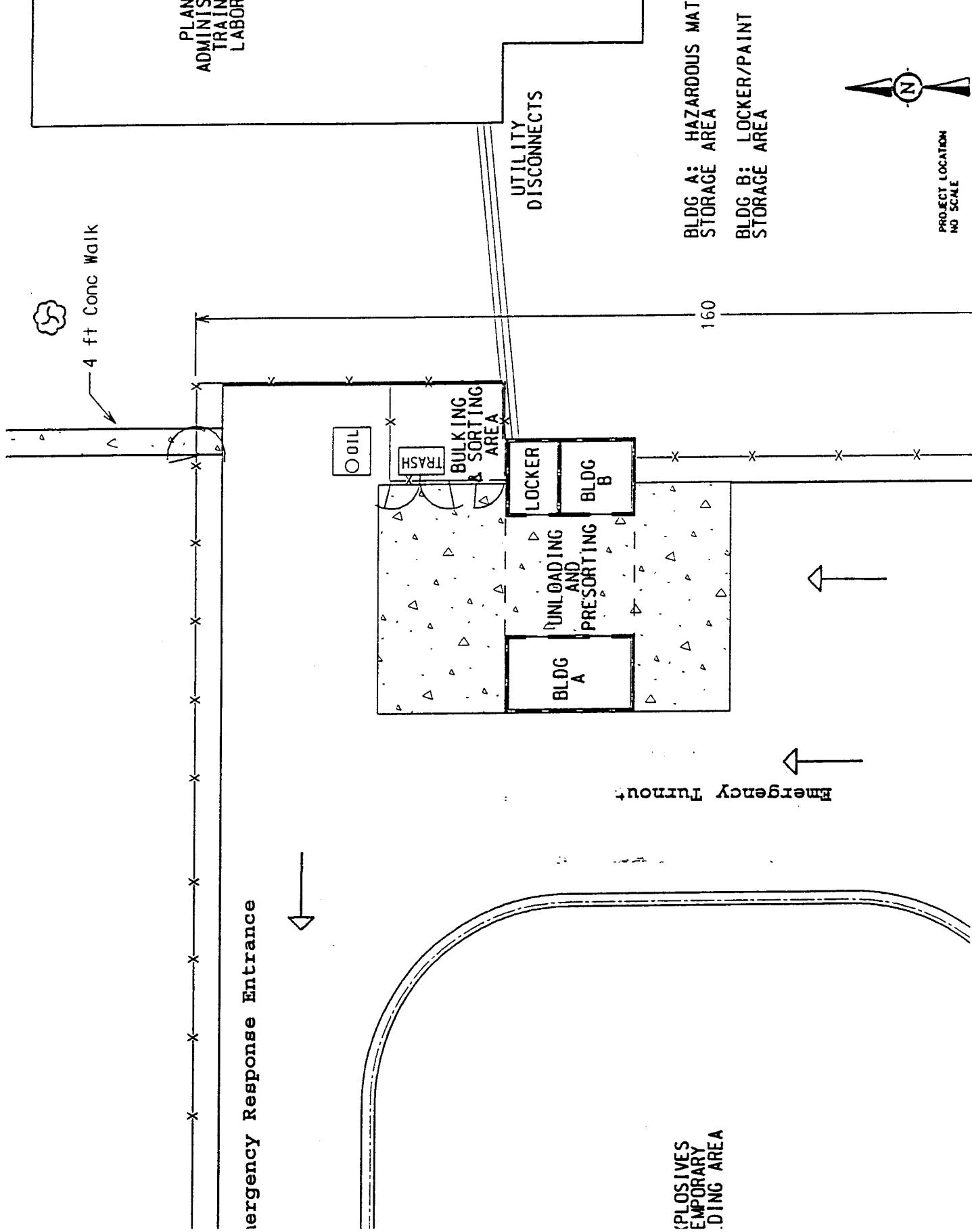
Attachment IV
City of Kansas City, Kansas - WPCD
Segregation and Storage Areas



PROJECT LOCATION
NO SCALE



Attachment IV
City of Kansas City, Kansas - WPCD
Segregation and Storage Areas



Attachment V

Household Hazardous Material Waste Receipt Log

Date: _____

Time: _____
#: _____

City or Township you reside in: _____

Drivers Licenses #: _____ or Utility Bill showing Wyandotte county address.

Material	Check each item	Approximate Amount
----------	-----------------	--------------------

Paint/Solvent:

Oil Base
Latex
Mixture
Paint Thinner

Automotive:

Waste Oil
Antifreeze
Carburetor

Cleaner

Old Fuel

Pesticides:

Herbicides:

Household Cleaners:

Other:

If you have any unknown materials, please notify site personnel and provide information you have concerning the household waste:

Comments on the program and recommendations:

** I confirm that the material delivered to this collection site is from a household and not generated from a business enterprise.

Signature: _____

Attachment VI

Unknown Household Hazardous Waste Receipt

Date: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

To help with determination, please answer the following questions:

How were waste materials used? _____

Inside home or in Yard? _____

Spray or applied dry? _____

Sprayed on: vegetable garden, flowers, lawn, trees, bushes? _____

Cleaning? Specify _____

What do you know about the materials? _____

Phone number where you can be reached if more information is needed
or if disposal is prohibited.

Work: _____ Home: _____

Date: / /94

Attachment VII

Kansas City, Kansas Water Pollution Control Division
Household Hazardous Materials Collection Facility

Procedure for Off-Site Handling of Explosives and Leaking Containers

At the entrance of the facility grounds, an inspection station will be established with a sign posted to notify the public to identify to staff all explosive, reactive or leaking materials being transported for collection at the facility. This entry inspection station will be staffed by WPCD employees who will evaluate the state and condition of the material subject to collection. If the materials are suitable for collection, the participant will be directed to the acceptance line. If a leaking container or explosive is transported to the facility, the following actions will be implemented.

1. If an explosive device is identified at the inspection station, the participant will be escorted to a designated area which will be identified as the "Special Handling Area", located at the Treatment Plant #20 entrance. This staging area will have a sign requesting the driver to stop, leave the vehicle, and will be escorted to the site manager. Notification will be made by the entry site inspection personnel by two-way radio to WPCD site manager who will be summoned to evaluate the material. If the site manager's evaluation is that the material is an explosive, the police department's bomb squad serving the area will be notified through 911 dispatch. The squad will proceed to the site and remove and dispose of the device per their standard operating procedures.
2. Leaking containers declared or discovered at the inspection station will be handled in a similar manner as above. The participant will be escorted to the "Special Handling Area". The entry inspection staff will immediately notify the site manager who will determine if the material can be safely overpacked. If the material can be safely handled, the participant will be allowed to enter the line for normal disposal. If it is determined that the material represents a hazard or will require special handling, the site manager will coordinate as necessary, through other appropriate agencies and private clean-up contractors to appropriately contain and manage the material for safe storage. All applicable and appropriate decontamination procedures will be followed and any contaminated materials will be properly disposed of.

Attachment VIII
Household Hazardous Waste Log Sheet

Hazard Class: _____

Date Packed: _____ Container #: _____ Log Sheet #: _____

Items: (Include generic name and quantity)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

(USE ADDITIONAL SHEETS AS NECESSARY)

Attachment IX

Household Materials Distribution Form
Record of Materials Distribution for Reuse

<u>Container #</u>	<u>Description</u>	<u>Material/ Quantity</u>	<u>Address</u>	<u>Phone#</u>
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Attachment X

Household Hazardous Waste Site Inspection Log
Weekly Inspection Sheet

Date: _____

Time: _____

Inspector's Name: _____

<u>Item</u>	<u>Acceptable</u>	<u>Unacceptable</u>
1. Container Storage	_____	_____
2. Containers Sealed	_____	_____
3. Labels Intact	_____	_____
4. Segregation Adequate	_____	_____
5. Evidence of Leaks	_____	_____
6. Unloading Areas Clean	_____	_____
7. Building Secure	_____	_____
8. Exterior Storage Containers Sealed	_____	_____
Evidence of Leaks	_____	_____
Pad Drained/Valve Closed	_____	_____
9. Any noticeable observations	_____	_____
	_____	_____
10. Repairs or remedial action taken	_____	_____
	_____	_____
11. Signature	_____	_____

(RETAIN FILE FOR 3 YEARS FROM INSPECTION DATE)

Attachment XI

Household Hazardous Waste Equipment Inspection Log
Weekly Inspection Sheet

Date: _____

Time: _____

Inspector's Name: _____

<u>Item</u>	<u>Acceptable</u>	<u>Unacceptable</u>
1. Entry Alarm	(_____)	(_____)
2. Ventilation	(_____)	(_____)
3. Fire Extinguishers	(_____)	(_____)
4. Spill Shower	(_____)	(_____)
5. Building Structure	(_____)	(_____)
6. Smoke Detector	(_____)	(_____)
7. Containment Drain	(_____)	(_____)
8. Any noticeable observations		
9. Repairs or remedial actions taken	_____	_____
10. Signature	_____	_____

(RETAIN FILE FOR 3 YEARS FROM INSPECTION DATE)

Attachment XII

Spill Cleanup Procedures

In the event of an on-site spill during normal working hours or open hours, on-site staff should immediately identify the material involved.

1. If the material is determined as non-hazardous:
 - A. Contain the material with appropriate spill containment equipment provided on-site. Absorb the material and dispose of in appropriate non-hazardous waste disposal stream.
 - B. Clean the spill area with a standard soap and water wash, mark area until dry.
2. If the material is determined to be hazardous:
 - A. Notify the site manager or senior site personnel a spill has occurred. Collection operations will cease until the appropriate remediation actions have been completed.
 - B. The material will then be evaluated as to its hazard class, the appropriate personal protective equipment will be placed on and an attempt will be made to contain the material on-site.
 - C. The material will then be evaluated as to its compatibility with the appropriate absorbent and neutralizing agent.
 - D. After the material has been contained, neutralized and solidified, cleanup of all solidified material and spill containment materials and equipment will be done. All contaminated material will be put in a separate storage container. The container will be designated as hazardous material and will be held for contractor disposal.
 - E. Decontaminate the spill area to remove any residues. Wash the area as necessary and air dry. Decontaminate all cleanup tools and equipment as specified by the nature of the material. Decontaminate all personnel protective clothing and dispose with the spill waste as hazardous materials.
3. If the quantity of material or nature of the material poses a hazard beyond the site staff or personnel and ability to mitigate, evacuate the area to include egressing to the nearest exit and assembling at the administration building to

be accounted for, report the incident to 911 as a hazardous material incident, and request EPA TAT Team assistance. A current list of hazmat clean-up contractors will be at the site in case of a major clean-up.

The permanent site will have a reference library to aid in identifying materials for neutralizing and containment including the following resources materials: "Dangerous Properties of Industrial Materials"; 1991 Emergency Response Guidebook (DOT P5800.5); and the Household Hazardous Waste Reference Guide, etc.

Attachment XIV

Types and Properties of Household Hazardous Materials

EPA list of other household items that may be hazardous:

A. Household Cleaners

1. Drain Openers
 - a. Potassium Hydroxide
 - b. Sulfuric Acid
 - c. Hydrogen Chloride; Hydrochloric Acid; Muriatic Acid
2. Toilet Bowl Cleaners
 - a. Hydrogen Chloride; Hydrochloric Acid; Muriatic Acid
 - b. Sodium Acid Sulfate
3. General Purpose Cleaners
 - a. Oxalic Acid
 - b. Sodium Hydroxide
 - c. Ethyl Alcohol
4. Disinfectants
 - a. Sodium Salt of O-phenyl, Dowicide A; Natriphene
 - b. Pine Oil
 - c. Isopropyl Alcohol; Isopropanol
 - d. Ethanol; Ethyl Alcohol

B. Automotive Products

1. Lubricating Fluid
 - a. Petroleum Distillates
 - b. Lead
2. Radiator fluids and Additives
 - a. Morpholine; Tetrahydro-1, 4-Oxazine
 - b. Potassium
3. Waxes, Polishes and Cleaners
 - a. Petroleum Distillates
 - b. Phosphoric Acid
4. Grease and Rust Solvents
 - a. Phosphoric Acid
 - b. Potassium Hydroxide; Caustic Potash

5. Body Putty

- a. Toluene; Toluol
- b. Butyl Acetate
- c. Styrene; Vinyl Benzene

6. Transmission Additives

- a. Xylene; Xylol; Dimethylbenzene

C. Home Maintenance and Improvement Products

1. Paints

- a. Xylene; Xylol; Dimethylbenzene
- b. Toluene; Toluol
- c. Propane
- d. Vinyl Acetate
- e. Amyl Acetate
- f. Vinyl Toluene; Methyl Styrene

2. Paint Removers and Strippers

- a. Hydrogen Chloride; Hydrochloric Acid; Muriatic Acid
- b. Methylenechloride, Dichloromethane

3. Stains, Varnishes, and Sealants

- a. Mineral Spirits
- b. Petroleum

D. Miscellaneous

1. Batteries

- a. Sulfuric
- b. Mercury
- c. Mercuric Oxide
- d. Potassium Hydroxide
- e. Sodium Hydroxide
- f. Silver Oxide
- g. Silver
- h. Lead
- i. Lead Peroxide
- j. Lead Sulfate

2. Fingernail Polish Removers

- a. Acetone
- b. Ethyl Acetate

3. Pet Products

- a. Petroleum Distillates
- b. 2 Chloro-1- (2,4,5-Trichlorophenyl)
- c. Vinyl Dimethyl Phosphate - active ingredient in flea collars

4. Pool Chemicals

- a. Sodium Dichloro-S-triazinetrione

5. Photo Processing Chemicals

- a. Silver
- b. Selenium
- c. Sulfuric Acid
- d. Heptane

6. Electronic Items

- a. Electrical Solder
- b. Lead
- c. Silver
- d. Switches
- e. Mercury
- f. Floodlights
- g. Mercury Vapor

EPA list of household Hazardous wastes and their hazardous components:

A. Household Cleaners

1. Drain Openers

- a. Sodium Hydroxide; Lye; Caustic Soda

2. Oven Cleaners

- a. Sodium Hydroxide; Lye, Caustic Soda

3. Wood and Metal Cleaners and Polishes

- a. Petroleum Distillates
- b. Petroleum Naphtha
- c. Turpentine
- d. Isopropyl Alcohol; Isopropanol

B. Automotive Products

1. Oil and Fuel Additives

- a. Xylene; Xylol; Dimethylbenzene
- b. Petroleum Distillates
- c. Mineral Spirits
- d. Methyl Alcohol; Methanol
- e. Ethyl Ether
- f. Secondary Butyl Alcohol; Secondary Butanol

- 2. Grease and Rust Solvents
 - a. Petroleum
 - b. Cresylic Acid, Cresol

- 3. Carburetor and Fuel Injection Cleaners
 - a. Toluene; Toluol
 - b. Methyl Ethyl Ketone; Butanone
 - c. Methanol; Methyl Alcohol
 - d. Methyl Chloride; Chloromethane
 - e. Xylene; Xylol; Dimethylbenzene
 - f. Acetone
 - g. Diacetone Alcohol

- 4. Air Conditioning Refrigerants
 - a. Freon 12; Dichlorodifluoromethane
 - b. Freon 22

- 5. Starter Fluids
 - a. Petroleum Distillates
 - b. Ethyl Ether

- C. Home Maintenance and Improvement Products
 - 1. Paint Thinners
 - a. Mineral Spirits
 - b. Acetone
 - c. Petroleum Distillates
 - d. Methanol; Methyl Alcohol
 - e. Toluene; Toluol
 - f. Methyl Ethyl Ketone; MEK; Butanone
 - g. Turpentine
 - h. Isopropyl Alcohol; Isopropanol
 - i. Methyl Isobutyl Ketone; Isopropylactone
 - 2. Paint Strippers and Removers
 - a. Acetone
 - b. Toluene; Toluol
 - c. Petroleum Distillates
 - d. Methanol; Methyl Alcohol

3. Adhesives

- a. Methyl Ethyl Ketone; MEK; Butanone
- b. Petroleum Distillates
- c. Acetone
- d. Butyl Acetate
- e. Mineral Spirits
- f. Xylene; Xylol, Dimethylbenzene
- g. Petroleum Naphtha
- h. Tetrahydrofuran
- i. Isobutylacetate
- j. Toluene; Toluol
- k. Acrylic Acid
- l. Hexane; N-Hexane
- m. Allyl Isothiocyanate; Ally Isosulfocyanate; Mustard Oil
- n. Cyclohexane
- o. Formaldehyde
- p. Ethylene Dichloride; 1,2-Dichloroethane
- q. Ethylidene Dichloride; 1,1-Dichloroethane

4. Lawn and Garden Products

- a. Herbicides
 - 1) 2,4-D
 - 2) Silvex*
 - 3) 2,4,5-T
- b. Pesticides
 - 1) Acrolein
 - 2) Aldicarb
 - 3) Aldrin
 - 4) Arsenic Acid
 - 5) Aziridine
 - 6) Ethyleneimine
 - 7) Chlordane
 - 8) Creosote
 - 9) 2,4-D
 - 10) DDD
 - 11) DDT
 - 12) Dieldrin
 - 13) Dimethoate
 - 14) Dinoseb
 - 15) Disulfoton
 - 16) Endosulfan
 - 17) Eudrin
 - 18) Heptachlor
 - 19) Lindane
 - 20) Methoxychlor
 - 21) Methyl Parathion
 - 22) Pharathion

- 23) Pentachlorophenol*
- 24) Phorade
- 25) Silvex*
- 26) 2,4,5-T*
- 27) Toxaphene
- 28) Trichlorophenol*
- 29) Warfarin

5. Fungicides/Wood Preservatives

- a. Pentachlorophenol*
- b. Trichlorophenol

Attachment XV

Kansas Department of Health and Environment
Bureau of Air and Waste Management

Flammable Liquid Bulking Procedures

The following procedures are to be used for bulking oil based paints, and flammable or combustible solvents at the household hazardous waste collection facilities.

1. All bulking of such materials should be conducted outdoors to prevent accumulation of explosive vapors. A minimum of two persons should be present whenever bulking takes place.
2. Flammable materials which meet the criteria of the disposal firm and do not present a safety hazard will be selected to be bulked. All flammable materials to be bulked must meet the following guidelines:

a) Ph of >5 and <10	d) non-reactive
b) non-pathogenic	e) free of sulfides or cyanides
c) non-radioactive	f) free of solids

Examples of additional chemicals which should not be bulked include carbon disulfide, chloroform, pyridine, ethers, and organic peroxides. The bulking of chlorinated solvents such as methylene chloride should be limited to the degree established by the disposal contractor.

3. Flammable materials should be bulked into a D.O.T. 17E (closed head) 55 gallon metal drum. The small bung opening should be loosened to vent the drum. A copper cable should be attached to the drum, and grounded to the earth or to a conducting body that is grounded to the earth. An ohm meter should be used to verify conductivity.
4. A non-sparking funnel should be used. All other hand tools to be used should also be non-sparking. Any auxiliary electrical equipment such as ventilation fans or radios must be suitable for use in Class I, Division I atmospheres.
5. An explosimeter air monitor should be used when bulking flammable materials. The LEL sensor should be set at 20% of the lower explosive limited (LEL) for the calibrating gas. If the warning alarm sounds, bulking activities must cease until the area is adequately ventilated to remove explosive vapors.
6. Two 10 pound fire extinguishers (ABC rated not less than 20B) for flammable liquids, and an eye wash will be available in

Household Hazardous Waste Collection Facility Emergency Contingency Plan

Operated By:

Public Works Department of
Unified Government of Wyandotte County/Kansas City, Kansas

Site Location:

2443 S. 88th Street
Kansas City, Kansas 66106
913-573-5311

Section A. Purpose, Scope, & Responsibilities.

The primary purpose of this Emergency Contingency Plan is to prevent injury to county personnel and members of the community should an emergency occur (a major fire, spill, etc.) at the Kansas City, Kansas Household Hazardous Waste Facility. This plan is designed to provide instructions to the Public Works Department staff on procedures to follow and to organize community resources in dealing with such an emergency.

The plan is designed to be readily amended and updated. It is intended to be flexible and to meet any contingency arising at the facility. Requests for changes to the plan may be submitted to the site manager.

The Public Works Department or designated representative is responsible for updating and approving minor changes in the information/personnel structure of this plan as needed.

Section B. Organizational Structure.

1. Facility and Chemical Advisors

Sharon Cook and/or Diana Miles

Responsibilities:

Provides advice on facility construction, site improvements, operations, and is available for guidance on materials received.

2. Site Managers

Sharon Cook and/or Diana Miles

Responsibilities:

Coordinate and direct all aspects of this plan in the event of an emergency. Handles communications with outside agencies or contractors. Directs on-site activities.

3.	<u>Site Coordinators</u>	Sharon Cook and/or Diana Miles
	<i>Responsibilities:</i>	Day to day coordinator of site activities. Ensures all functions are completed in a safe and efficient manner. Works with the contractor on disposal of waste.
4.	<u>Traffic Control</u>	Sharon Cook
	<i>Responsibilities:</i>	Supervises and directs traffic through facility.
5.	<u>Spill/Fire Control Officer</u>	Sharon Cook
	<i>Responsibilities:</i>	Directs staff as a first line of defense to extinguish or control a fire or spill until if needed, a local response team arrives.
6.	<u>Public Relations</u>	Dave Reno
	<i>Responsibilities:</i>	Handles all formal communications with news media including official news release to local television stations, social media, and online or mailed newsletters.

Section C. Emergency Check List.

In the case of an emergency incident, the following action is to be taken:

1. Are all non-assisting personnel evacuated and accounted for? Are assisting personnel accounted for?
2. Have the appropriate personnel been notified and are appropriate actions being taken to minimize the release, spill, or fire?
3. If necessary, have the fire departments, police departments, or hospitals been notified?
4. Is the cause under control?
5. Are communications and security established?
6. Have injured individuals been attended to?
7. Are utilities secured?
8. Are areas of danger isolated and marked?
9. If necessary, have the utilities been notified?
10. Have the total damages been assessed?
11. Have other counties, city, state, and federal agencies been notified?
12. In the event of an emergency that requires evacuation, have all site employees been notified and have they been directed to safe evacuation or staging areas?

Section D. Essential Phone Numbers:

1.	Fire Department	911
2.	Police Department	911
3.	Emergency Preparedness Coordinator	911
4.	Medical (Hospital/Ambulance)	911

Notification List Phone Numbers:

1.	Sharon Cook Solid Waste Program Coordinator	913-573-8430 (work) 913-433-6851 (cell)
2.	Diana Miles Solid Waste Manager	913-573-5452 (work) 913-378-7935 (cell)
3.	Troy Shaw Interim Executive Director of Public Works	913-573-5416 (work)
4.	Utility Contacts: Board of Public Utilities Kansas Gas Service Atmos Gas Service U.G. Water Pollution Control	913-573-9522 888-482-4950 866-322-8667 913-573-1300

Section E. Fire Control

In the event site personnel discover a fire at the household hazardous materials storage facility, they are to immediately call 911 and report the incident, giving location and materials involved. If the fire is minor and there is no danger to staff, the fire will be extinguished by using the dry chemical fire extinguishers that are located at the site. If the fire is small and generates dangerous gases, only respirator-fitted or supplied air personnel will attempt to extinguish the fire. If there is a major fire in the storage area, all personnel are to be evacuated to a safe area. This would include all Unified Government Public Works Department personnel and any other persons that might be endangered.

To ensure employees' familiarity with fire extinguisher operation, location of fire exits, etc., impromptu fire drills will be staged. All permanent employees are to be trained in the proper use of a fire extinguisher.

Kansas City, Kansas Fire Department Stations numbers 19 and 20 serve the area and would be the primary responders in the case of a major fire. Also, in the event of a major fire or other environmental or health threat, the Unified Government's emergency plan

would be activated. The site supervisor and any site staff should report to the fire department command post to provide support information as required. They will give technical advice as to the type of materials at the facility.

Section F. Spill Control.

In the event of an on-site spill during normal working hours, on-site staff should immediately identify the materials involved. If the material is of a non-hazardous nature, use the appropriate absorbent to clean up the material and dispose of the materials as a non-hazardous solid waste.

The material will then be evaluated as to its hazard class and its compatibility with the appropriate absorbent and neutralizing agents. Identification of the hazardous material and the proper absorbent and neutralizing agent will be made through various means including knowledge of on-site personnel, reference documents, and consultant with the EPA and KDHE. During times when the staff is packing materials the site manager or trained representative will be available for identification.

