

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ADVANCED CHEMICAL TRANSPORT, INC dba ACTENVIRO**

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Advanced Chemical Transport, Inc dba ACTEnviro, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing household hazardous waste management services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment 1 – List of HHWCFs with State Hazardous Waste Identification Numbers
- Attachment 2 – Schedule of Temporary and Satellite Collections for 2023
- Attachment 3 – Contractor Schedule for 2023
- Attachment 4 – Reuse Quality Assurance Policy
- Attachment 5 – ACTEnviro_Recycling and Disposal Work Plan
- Attachment 6 – ACTEnviro_Fee Proposal
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TWO MILLION THREE HUNDRED DOLLARS (\$2,300,000.0). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [Month and day] , 2023, through [Month and day] , 2024.

5. Termination

This Agreement may be terminated by Contractor or by the [Title of County Department Head] or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively

referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents,

inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents,

employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status,

religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no

employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising

out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Elizabeth Rouan, Household Hazardous Waste Program
Coordinator
Address: 2000 Alameda de las Pulgas, Suite 100, San Mateo, CA 94403
Telephone: 650-655-6202
Mobile: 650-464-0659
Facsimile: 650-525-9418
Email: erouan@smcgov.org

In the case of Contractor, to:

Name/Title: Marc Winkler, Strategic Account Manager, Household Hazardous
Waste Specialist
Address: 967 Maybury Road, San Jose, 95133
Telephone: 916-299-4228
Mobile: 916-693-4496
Facsimile: 916-233-2228
Email: mwinkler@actenviro.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

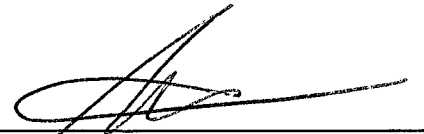
Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

a.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **ADVANCED CHEMICAL TRANSPORT, INC dba ACTENVIRO**


Contractor Signature

7/3/23
Date

Kevin Canaban
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. PROGRAM SERVICES

The County's HHW Program provides services to residents and very small quantity generators to safely manage and properly dispose of household and business-generated hazardous waste. Public outreach efforts and educational campaigns are also implemented by Program staff. During the Calendar Year 2022, these Programs assisted approximately 6,779 households and 209 local qualifying businesses in managing their unwanted hazardous products and wastes.

1.1. Collection Programs

The Contractor (s) will provide services that support operations at the County HHW Collections. These programs include:

1.1.1. Household Hazardous Waste (HHW)

Collections for residents at Permanent HHW Collection Facilities (HHWCFs) and Temporary HHWCFs in over 10 locations throughout the County. All collections are appointment-based, with a maximum volume limit of 10 gallons/50 pounds.

1.1.2. Very Small Quantity Generator (VSQG)

Collections for qualified businesses at the primary Permanent HHWCF twice a month. All collections are appointment-based, with a maximum volume limit of 27 gallons/220 pounds per month.

1.1.3. Door-To-Door (DTD)

Collections for the most vulnerable population on an as-needed basis as time allows. All collections are appointment-based and operated as a traditional DTD in conjunction with the primary Permanent HHWCF.

1.2. Collection Facilities

Program staff submits and maintains all permits for the HHWCFs to authorizing agencies, including the written agreements, Permit-by-Rule notifications, Operations Plans, and other compliance documents as required.

All contractor services shall be performed at the County's HHWCFs. The County reserves the right to add and/or eliminate collection facilities at any time and will provide a minimum of 45-day notice.

The current List of HHWCFs with State Hazardous Waste Identification Numbers is attached (Attachment 1).

Each facility operates by appointment-only, with one-way traffic flow, waste handling processes, and related tasks and activities to maintain operational compliance and consistency.

1.2.1. Permanent and Satellite HHW Collection Facilities

The primary Permanent HHWCF in San Mateo currently operates with weekly collections as a full-service, County-owned and -operated, and centrally located collection facility. In addition, two satellite HHWCFs are open for monthly collections at solid waste facilities in South San Francisco and Pacifica.

1.2.2. Temporary HHW Collection Facilities

Saturday events at Temporary HHWCFs rotate in eight (8) cities, including Daly City, East Palo Alto, Foster City, Half Moon Bay, La Honda, Menlo Park, Portola Valley, and Redwood City.

1.3. Collection Schedule

The schedule of collection events is determined annually as a calendar year. This event schedule is an estimate only, and the County is not obligated to any specific quantity of collections, events and/or waste pick-ups or labor needs. The County reserves the right to add or delete collections and/or pick-ups as needed. The County may also cancel and/or reschedule events due to severe inclement weather, unhealthy air quality, or other conditions.

In 2022, 175 HHW collection events occurred, including 140 at the primary facility in San Mateo, 18 at the satellite facilities, and 17 at the temporary facilities. A Schedule of Temporary and Satellite Collections for 2023 is attached (Attachment 2).

Based on the above Collection Schedule as the backbone of the collection activities, a separate Schedule for Contractor Work is developed to include requested shipments, equipment, and supplies and supplement labor at each event. In general, the labor may include a project manager, site supervisor, chemist, and/or technician(s) at the following events:

- Weekly Shipments from primary Permanent HHWCF
- Weekly HHW collections at primary Permanent HHWCF, as needed
- Twice monthly VSQG collections at primary Permanent HHWCF
- Monthly collections at the satellite Permanent HHWCFs, as needed
- Shipments from the satellite Permanent HHWCFs, as needed
- Saturday collections at Temporary HHWCFs (frequency varies by location)

The Contractor Schedule for 2023 is attached (Attachment 3).

1.4. Collection Volumes

In Calendar Year 2022, the final designation by waste management method for the total volume of household hazardous products and wastes received is summarized in Table 1.

Table 1. Percent of Waste Collected by Management Method, Calendar Year 2022

Management Method	Percent
Reuse	1%
Recycle	8%
Product Stewardship	25%

Reutilize (fuel blending)	13%
Destructive incineration	46%
Landfill	0%
Neutralized/Stabilized	7%

Also, in 2022, approximately 537,440 pounds of hazardous products and waste were diverted from the landfill and environment. The total waste volume by waste category in pounds is shown in Table 2.

Table 2. Total Volume of Waste Collected, in pounds, by Waste Category, Calendar Year 2022

Waste Category	Volume (in pounds)
Latex Paint (Recycled/PaintCare)	133,847
Oil-Based Paints (PaintCare)	32,320
Bulked Flammable Liquids	71,234
Loose Pack Flammables (PRM)	85,074
Acids	11,928
Aerosols	28,458
Caustics	24,587
Poisons	28,542
Household Batteries (Recycled)	20,652
Car Batteries (Recycled)*	0
Mercury (Reclaimed)	210
Oxidizers	2,464
Propane	9,730
Fluorescent Tubes	7,267
Other/Miscellaneous	80,877
Total Pounds	537,190

*Included as Sealed Lead Acid, Rechargeable (Household Batteries)

2. COMPLIANCE AND SAFETY RECORD

The Contractor shall perform these services in full compliance with all applicable Federal, State, and local laws, rules, regulations, and orders, including, but not limited to, the Resource Conservation and Recovery Act (RCRA), Occupational Safety and Health Act (OSHA), and regulations, rules and orders of the United States Environmental Protection Agency (EPA), the Department of Transportation (DOT), the State Department of Toxic Substance Control (DTSC) and the California Highway Patrol (CHP).

2.1. Health and Safety Plan and Program

The Contractor shall conduct activities safely and healthfully in accordance with the firm's Health and Safety Plan and Program, which includes safety policies and procedures.

2.2. Training Requirements

All Contractor employees involved in the transportation and handling of County hazardous waste shall be licensed and in good standing with the California Department of Health Services (DHS) and shall have received documented training in compliance with applicable Federal and State requirements.

2.2.1. Required Training of Contract Staff

All Contractor employees shall have certification of such training available for verification and inspection while on-site for any collection event and/or shipment.

2.2.2. Contractor Training for County Staff

The Contractor will conduct the following training for County staff, as requested by the County:

- 40-hour OSHA HAZWOPER
- 8-hour refresher
- DOT HM181
- Lab Packing

2.3. Certifications, Licenses

The Contractor shall be a current certified hazardous waste hauler in each jurisdiction of activity, except for reusable product shipments.

2.4. Business Continuity Plan

The Contractor shall prepare and maintain a Business Continuity Plan that details how the Contractor shall be prepared to provide continued services to the County during unexpected and potentially disruptive events such as emergencies, natural hazards, and other unplanned disruptions of the Contractor's operations.

3. TECHNICAL AND OPERATIONAL SUPPORT

Throughout the contract term, the Contractor shall be available to answer the County's questions regarding the management of hazardous products and waste.

3.1. Key Personnel

The Contractor shall designate specific key personnel as the County's primary contact and service team for this contract and all related matters or concerns. These individuals shall

have the knowledge, experience, and technical expertise to work on various hazardous materials and waste projects, particularly in HHW and related hazardous waste collection events.

Key individuals listed and identified to perform the work may not be substituted with other personnel or reassigned to another project without the County's prior approval. In the event of an unexpected staff departure, the Contractor must notify the County immediately and provide support to fill the key personnel's responsibilities. The Contractor shall prioritize backfilling this position as soon as possible.

3.2. Operational and Strategy Meetings

The Contractor will attend operational and strategy meetings and participate in conference calls with program staff and other appropriate parties throughout the term of the contract. The County reserves the right to choose the time, location, and day of the above-referenced meeting coordinated by the Program Coordinator.

3.3. Very Small Quantity Generator (VSQG) Appointments

The Contractor will staff a toll-free telephone line and email address to provide information to qualifying San Mateo County businesses on the County's VSQG Program. The Contractor shall return all calls and emails within 24 hours during regular business hours.

The County will provide a web-based system for scheduling appointments for qualified VSQGs businesses to drop off waste at the primary Permanent HHW Facility in San Mateo on dates and times specified by the County. The Contractor must use this platform once it becomes available. County Program staff shall train Contractor personnel on this system.

The Contractor may charge an Administrative Appointment Fee for each VSQG appointment made. The County HHW Program will set disposal rates and fees charged to the VSQG businesses on a per-gallon and/or per-pound basis by waste stream. The Contractor will forward all confirmed VSQG appointments to County Program Staff by 3:00 pm on the day prior to the VSQG collections.

The County will invoice VSQG businesses for waste received, including the Administrative Appointment Fee. This Fee will be paid to the Contractor via Invoice to the County (see Section 6).

3.4. Equipment and Supplies

The Contractor will provide necessary equipment and supplies for all temporary event collections, including but not limited to spill kits/emergency response supplies, waste containers, vermiculite, absorbent, tents, etc., as needed to operate the events safely. The Contractor may provide necessary equipment and supplies for all permanent and satellite collections as requested. Contract staff will arrive on-site with their own PPE, including but not limited to steel-toed shoes, safety glasses, Tyvek coveralls, and gloves.

The Contractor's staff shall have documentation to accurately track an accurate inventory of equipment and supplies delivered, such as a Work Detail, Work Authorization, or Work Order. Contract staff shall provide a copy of this document(s) to County staff prior to their departure.

3.5. Supplemental Labor

All Contractor staff is expected to arrive on-site at the HHW Collection Facility on time based on the schedule.

The Contractor shall not provide more staff than requested/needed for the scheduled event without the expressed written request from the County. Additional staff shall be allowed when the Contractor's staff is in training. Such excess staff shall not be invoiced to County.

Under the County Site Supervisory staff, the Contractor will be responsible for providing an adequate number of qualified personnel to support collection events. This personnel should possess the minimum education, certifications, training and/or experience for each role:

3.5.1. Site Supervisor

The Site Supervisor should County Site Supervisory staff be unavailable, the Contractor will provide site Supervisory personnel who must possess a minimum of two years of experience supervising events and staff, and collecting, sorting, inspecting, identifying, packaging, labeling, transporting, disposing, and documenting the various hazardous product and waste materials collected during the events. And experience segregating known waste, testing and characterizing unknown waste, and sampling, profiling, and manifesting all waste for transportation and disposal. In addition, the site supervisor will conduct a safety meeting with all staff before each event and oversee event operations. The safety meeting shall include communication procedures, spill procedures, evacuation, first aid, etc.

3.5.2. Chemist

The Chemist must possess the training/education and two years of experience in segregating known waste, testing and characterizing unknown waste, and sampling, profiling, packaging, labeling, and manifesting all waste for transportation and disposal.

3.5.3. Technician:

The Technician must possess one year of experience collecting, sorting, inspecting, identifying, packaging, and labeling hazardous waste for disposal during collection events.

Contractor staff will set up and tear down the site, direct traffic, unload cars, screen wastes, deliver wastes to appropriate sorting areas, package PaintCare Program products, and consolidate motor oil. The Contractor will be responsible for providing staff to consolidate solvent-based wastes and flammable liquids. Contractor staff may also be assigned to check for County residency, hand out and collect surveys, and distribute informational and educational materials.

All Contractor employees involved in the transportation and handling of County hazardous waste shall be licensed and in good standing with the California Department of Health Services (DHS) and shall have received documented training in compliance with applicable Federal and State requirements. The Contractor's personnel should possess the minimum training based on their roles:

	Project Manager/Site Supervisor	Chemist	Technician
40-hour HAZWOPER w/current 8hr refresher	X	X	X
General Safety training (OSHA)	X	X	X
DOT training	X	X	X
Respirator Clearance	X	X	
Identify unknown chemicals	X	X	
General HHW operations	X	X	X

All Contractor employees shall have certifications of such training available while on-site for any collection event. In addition, all contract staff shall attend the safety meeting, which includes information regarding communication procedures, spill procedures, evacuation, first aid, etc.

Contractor employees must follow the County safety protocols and procedures and conduct the events in compliance with each site's Operations Plans.

If the labor provided by the Contractor doesn't meet the minimum experience or qualifications listed above, the Contractor will provide additional staff at no cost to supervise and train their staff until they meet the minimum requirements for each position. The County will train the Contractor's personnel on on-site operations and procedures.

The project manager will be available on-site or on-call during each collection event. The staffing plan should name the Site Supervisor/Project Manager for each collection site. It should also include a list of personnel by job title at each collection site and the times they will be on-site.

The contracted labor is included in the Technical and Operational Detail Worksheet Template in the Fee Proposal Appendix D.

4. RECYCLING AND DISPOSAL WORK PLAN

The Contractor shall submit a Recycling and Disposal Work Plan (Appendix C) for County approval describing procedures for identifying, categorizing, packaging, consolidating, labeling, manifesting, transporting, reusing, recycling, treating, and disposing of hazardous products and wastes collected by the County from households and VSQGs. This Plan must identify the Contractor's arrangements for the ultimate disposition and management method for all the County's waste streams, as well as describe how the Contractor will address each of the following:

4.1. Considerations for Climate Change

As available, the Contractor shall strive to minimize the total distance traveled from all County HHWCF shipments to primary, secondary, and final Treatment Storage and Disposal Facility (TSDF) destination sites.

As available, the Contractor shall utilize modern transport vehicles designed to operate as electric or another clean fuel vehicle with emission control technology in compliance with federal, state, and local air quality regulations.

Climate change considerations will not be scored.

4.2. Wastes Accepted and Not Accepted

In general, acceptable and unacceptable wastes include but are not limited to those listed below.

4.2.1. Acceptable wastes

Paints, thinners, gasoline, stains, wood preservatives, adhesives, bleaches, polishes, household cleaners, automotive fluids, aerosol cans, batteries, fluorescent lamps, pool, garden and hobby chemicals, and similar household products with hazardous properties.

4.2.2. Unacceptable wastes

Asbestos, railroad ties, radioactive waste, explosives (including ammunition and marine flares), compressed gas cylinders (except propane, butane, and MAPP tanks less than 5 gallons in size), infectious, biological, pharmaceutical and sharps wastes, wastes in containers greater than 5 gallons in size, electronic waste, or appliances.

4.3. Waste Receiving and Segregation

The Contractor will be ready to accept wastes from the public at the time and location specified by and at the discretion of the County based on the annual HHW Schedule of Collections. The Contractor will segregate products and wastes as follows:

4.3.1. Reuse

All collected materials received via collections must be assessed for reuse, per the Program's Reuse Quality Assurance Policy (Attachment 4). The Contractor will set aside reusable items that are well-marked and currently available for over-the-counter purchase in accordance with the Policy. As maximal products are accumulated, all reusable materials are diverted to the Give Away Program at the primary Permanent HHWCF in San Mateo.

4.3.2. Non-Reusable Items

The Contractor will segregate non-reusable items as hazardous waste into compatible hazardous waste categories for diversion to product stewardship, recycling, fuel-blending, incineration, etc. in accordance with federal and state regulations.

4.3.3. Unknowns and Waste Characterization

The Contractor will test and identify unknown wastes and determine the hazard class for subsequent packaging, transportation, and disposal based on "Haz Cat" and other waste characterization techniques.

For any new or unanticipated waste stream that requires a new profile and/or is not already priced, the Contractor shall work cooperatively with Program staff to determine the most cost-effective management method. If needed, such wastes may be stored at the primary Permanent HHWCF until the profile, management method, and price has been determined and approved by the County. Shipment must occur within the one-year accumulation limit allowable for HHWCFs.

4.3.4. Non-Hazardous Wastes

The Contractor shall line and cover the County-provided debris bins to prevent hazardous waste from being disposed of in the containers while unattended. Non-hazardous waste generated at the collection facilities will be accepted for disposal by the local transfer station and/or landfill at no cost to the Contractor.

4.4. Waste Packaging

The Contractor shall assist in reducing costs to the County by maximizing reuse and product stewardship programs and minimizing the number of drums and containers sent for disposal by optimizing efficient handling methods. In addition, the Contractor shall package all other wastes as efficiently as possible and transport waste streams for recycling, treatment and/or disposal.

The Contractor shall provide bulking for compatible hazardous materials before final disposal options are used. In addition, the Contractor will have technicians available to consolidate oil/solvent base paint and solvents as required. The County will notify the Contractor of circumstances that may prevent bulking of waste at specific sites.

If needed, the Contractor may complete waste inventories and drum inventories and provide Quality Assurance/ Quality Control coordination to ensure acceptance of the waste by the recycling and treatment disposal sites.

The Contractor shall not lab pack materials that can be managed as a non-hazardous waste. Non-hazardous waste shall be recycled or disposed of as non-hazardous waste.

4.5. Adherence to Waste Management Method Hierarchy

The County reserves the right to select the waste management method for all waste streams and to approve all sites to which wastes will be taken. The County prefers to reuse and recycle as much material as possible. Methods used for the management of the waste shall adhere to the disposal hierarchy established by the State Public Resources Code (PRC) Section 40051 and the CalRecycle Strategic Directives as follows:

4.5.1. Reuse

The Contractor will set aside reusable items well-marked and currently available for over-the-counter purchase in accordance with the Program's Reuse Quality Assurance Policy. The County may choose to accept or reject such items for the Reuse Program. The Contractor will manage rejected items as HHW or non-hazardous waste as appropriate.

4.5.2. Stewardship

The Contractor shall package all PaintCare Products in accordance with standard PaintCare Program guidelines for shipping directly to PaintCare via a PaintCare transporter. In addition, the Contractor shall package all intact and/or eligible thermostats in accordance with standard ThermostatCare Program guidelines for shipping directly to ThermostatCare via the ThermostatCare shipper. The Contractor shall optimize new stewardship programs as available and applicable to hazardous waste streams managed through the collection programs.

4.5.3. Recycle

For all such wastes not re-directed to the Reuse Program and available Product Stewardship Programs, the Contractor shall recycle as much as possible. All recyclable waste streams must be recycled. These materials include auto and household batteries,

mercury, and mercury-related items such as fluorescent lamps, propane and metal tanks, antifreeze, motor oil, oil filters, and other recyclable materials.

4.5.4. Energy Recovery (Fuel Blending)

For all wastes not re-directed to the Reuse Program, Product Stewardship Programs and if recycling is not an option, the Contractor shall manage waste by energy recovery (ex. fuel blending, waste-to-energy).

4.5.5. Incinerate

For all wastes not re-directed to the Reuse Program, Product Stewardship Programs, and if recycling or energy recovery is not an option, the Contractor shall manage the waste by destructive incineration.

4.5.6. Neutralize/Stabilize

Neutralization/Stabilization is a preferred management method over landfill disposal. The Contractor shall only opt for landfill disposal as a last resort when no other options are available or viable.

4.5.7. Landfill

Incineration is a preferred management method over landfill disposal. The Contractor shall only opt for landfill disposal as a last resort when no other options are available or viable.

4.6. Transportation and Disposal

The Contractor will provide a vehicle suitable to pick up the types and volumes of waste from each collection facility as scheduled by County staff. The County may cancel and/or reschedule waste shipments and pick-ups due to severe inclement weather, unhealthy air quality, or other condition. This schedule is an estimate only, and the County is not obligated to any specific quantity of waste shipments or pick-up needs. The County reserves the right to add or delete shipments, and pick-ups will provide the Contractor advanced notice as needed.

The Contractor shall weigh, transport, and handle County hazardous waste in accordance with the terms of the operation and contingency plans approved by the Environmental Protection Agency (EPA), State, County, and Municipal agencies as a condition of the Contractor's permit to operate. The Contractor will load wastes into the truck for transportation to a permitted treatment, storage, or disposal facility at the County's request.

The Contractor and all transporters and disposal facilities to be used must be fully permitted and licensed to perform services by all applicable local, state, and federal agencies. The Contractor shall be a current certified hazardous waste hauler in each jurisdiction of activity.

The County shall not be responsible for additional costs incurred as a result of a TSDFs refusing to take waste from the Contractor. In addition, the Contractor must provide certificates of destruction as proof of treatment/disposal following the ultimate disposition of the wastes.

4.6.1. Shipments

The specific Schedules for Contractor Work include weekly shipments of accumulated wastes from the primary HHWCF in San Mateo. The specific shipments from the satellite Permanent HHWCFs and shipments of low-volume waste streams from the primary HHWCF in San Mateo will be scheduled as needed.

At the Temporary HHWCFs immediately following the termination of receiving and processing wastes, the collection sites will be completely cleared of equipment, vehicles, and personnel by the time specified by and at the discretion of the County, including the shipment of all hazardous wastes.

Contract staff and transport vehicles are expected to arrive on-site at the HHWCF on time based on the schedule. The Contractor shall weigh all containers to be shipped on-site prior to removing wastes with a portable scale at each HHWCF.

4.6.2. Technical Materials and Manifest

The Contractor will provide waste profiles and any other necessary paperwork for permits, variances, and TSDf acceptance.

The Contractor shall prepare and provide pre-printed Uniform Hazardous Waste Manifests for each shipment for County signature. The County will not be responsible for paying additional costs due to manifest errors.

The Contractor shall submit manifest copies to the State Department of Toxic Substances Control on behalf of the County Program Staff to meet the requirements in the California Code of Regulations section 66262.23(a)(4)

The Contractor will provide a 24-hour emergency response telephone number on manifests as required.

4.6.3. Recycling and Disposal

The Contractor shall recycle and dispose of all County waste as described in the approved Recycling and Disposal Work Plan. Any deviations from these waste management procedures shall not be pursued without prior discussion and concurrence from County Program staff.

5. WASTE DATA TRACKING AND REPORTING

The Contractor shall provide a Waste Data Tracking System that allows the County to monitor all shipments from the County facilities to primary, secondary, and final TSDFs. In addition, this system shall enable the County to track the location of the County's wastes at any time in the Contractor's system. This system may be a password-protected online client tool or portal for County access.

The system shall also include access to County HHWCF generator data, profiles, and documentation of waste received at the Contractor facility(s), shipments to final destinations, and waste management methods. The system shall include access to all hazardous waste manifests and shipping documents as well as certificates of destruction as proof of treatment/disposal following the ultimate disposition of the wastes.

The system shall include access to waste data reports, such as summaries of facility-specific shipments, waste volumes, and management methods. All data and reports shall be available for export and/or download.

6. INVOICING

The Contractor may not charge the County any additional costs not included in the Fee Proposal (Appendix D). Special fees or surcharges may only be charged for shipments or line items included in this Appendix.

For any new or unanticipated waste stream that requires a new profile and/or is not already priced, the Contractor shall work cooperatively with Program staff to determine the most cost-effective management method that adheres to the hierarchy prior to shipment and invoicing.

The Contractor shall include the VSQG Administrative Appointment Fees on the invoice to the County. In addition, copies of all completed hazardous waste manifests and shipping documents must be received prior to full payment. The County will not be responsible for paying additional costs due to manifest errors.

7. PERFORMANCE GOALS

The overall goals for the Contractor are to provide continued technical and operational support to the County's HHW Program in ensuring residents and VSQG Businesses safely manage and properly dispose of their household and business-generated hazardous waste as requested in this Scope of Work. The performance of these goals shall be monitored by County staff for damages and penalties as needed.

Immediate goals during the contract transition and goals for the contract term are listed below.

7.1. Contract Transition

The Contractor's immediate goals under this agreement are to be fully prepared for all scheduled work by the start of the contract term, including:

- Held Operational and Strategy Meetings with Key Personnel and County Program Staff
- Prepared County HHWCF waste profiles for approval
- Entered County HHWCF information accurately in Waste Tracking System
- Provided access to Waste Tracking System to County Program Staff
- Delivered any Equipment and Supplies as needed to County HHWCF
- Trained County Program staff as needed, ex. Lab Packing
- Received County training on the VSQG appointment process for key personnel

7.1.1. Contract Term Goals

The Contractor's ongoing goals to be addressed in a timely manner under this agreement are to:

- Ensure all on-site contract staff adhere to all applicable safety and compliance laws and regulations
- Ensure regular communications between Contractor and Program Staff address any issues and/or concerns to manage expectations
- Confirm all VSQG Appointments are correct and sent to Program Staff prior to collection
- Deliver equipment and supply requests accurately and completely
- Provide additional training as needed to County staff

- Create new waste profiles as needed prior to shipping within the facility accumulation limit
- Ensure all requested supplemental labor, driver, and truck arrive on-site at the scheduled time and location for events and/or waste shipments
- Ensure all on-site laborers, drivers, and trucks are fully prepared to work with PPE, training certifications, and proper shipping, equipment, supplies, and/or labor documents as needed
- Ensure the waste tracking system monitors all County waste as it is managed in accordance with the approved Work Plan
- Submit complete and accurate invoices

7.2. Performance Measures and Liquidated Damages

Performance measures will be used to ensure that the Contractor is providing adequate services to the County. When performance issues impact the safety and compliance standing of the HHW operations, delay or impede providing continued services, these measures will also be associated with Liquidated Damages.

The parties understand and agree that damages for certain breaches of this agreement will be difficult to calculate. Accordingly, the parties agree upon certain amounts to be paid as liquidated damages for specific breaches described below. The County will deduct these amounts from any money due to the Contractor under this agreement. Table 3 shows each Performance Measure and the associated Damage Incident and Penalty.

If the Contractor is assessed damages for the same Performance Measure twice within 60 days, the Contractor shall submit a plan to improve performance to the County within 15 days of the last occurrence.

Table 3. Performance Measure, Damage Incident, and Penalty

Performance Measure	Damage Incident	Penalty
Required Documentation	Contractor fails to submit documentation as required (includes, but is not limited to, shipping documents and manifests, VSQG appointments documentation, and records of safety training)	15-day cure period, after which \$249 per day
Communications	Contractor fails to provide advanced notice to County for service impacts resulting from disruptive events, such as incinerator shutdowns causing rescheduling or canceling collection events or waste pick-ups.	\$249 per occurrence with immediate service within 48 hours or next scheduled event or pick-up

Arrival of Staff and/or Driver	Contract staff and/or driver no-show	Twelve (12) hours of credit per no-show contract staff per incident at the normal hourly wage rate of the no-show staff
Timeliness of Staff and/or Driver	Contract staff and/or driver more than 15 minutes late without notifying the County	Labor credit at twice the number of hours difference between the scheduled start time and the actual arrival time. For example, two (2) hours credit per late person (1) hour late at the normal hourly wage rate of the late staff.
Preparation of Staff and/or Driver for Work	Contract staff and/or driver arrives unprepared for work, including, but not limited to, improper dress, lack of PPE, without training records.	Shall be considered a no-show if the contract staff does not report back within one (1) hour of the scheduled start time prepared for work.
Proficiency of On-site Personnel	The County finds Contract technicians lacking proficiency in technician duties for their roles.	The assigned technician will be paid at a rate of 80% of the technician's hourly rate or shall be replaced, as determined by the County.
	Unsatisfactory performance of Contractor technicians	Four (4) hours of labor credit per unsatisfactory performer at the hourly wage rate of the unsatisfactory performer.
Equipment/Supplies	Contractor fails to provide advanced notice to County of limited equipment and/or supplies due to impacts resulting from unforeseen events, such as global supply chain disruptions	\$249 per occurrence
Manifest Errors	Contractor fails to correct errors on the hazardous waste manifests	The County shall be refunded the e-manifest charge for each manifest corrected.
Recycling and Disposal Plan	Contractor fails to notify the County and/or adhere to the approved Recycling and Disposal Plan	Waste that is not managed in accordance with the approved Recycling and Disposal Plan will have liquidated damages assessed for each waste container managed in conflict with the plan.

Invoices	Contractor fails to submit invoices when due 30 days after the date of service.	7-day cure period, after which \$249 per day
	Contractor fails to submit accurate and complete invoices	Program Staff will provide a list of issues to the Contractor. Correct invoices must be resubmitted within 15 days, after which \$249 per day

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall submit regular invoices detailing the work performed at each household hazardous waste event within thirty (30) days of completion to County for reimbursement. A copy of all Manifests, Bill of Ladings, Equipment and Supply documentation, and Labor Work Order/Detail/Authorizations shall be attached to each invoice.

All services will be invoiced in accordance with Attachment 6, which includes the Standard Pricing Assumptions for ACTenviro.

Invoices will be approved by the Household Hazardous Waste Program Supervisor and paid within thirty (30) days of receipt of the invoice. Contractor shall submit regular invoices to EH_Invoices@smcgov.org

Processing time may be delayed with improperly addressed and/or incorrectly taxed invoices, or if Contractor fails to notify County of a change of remittance address in a timely manner.

Any applicable statement of liquidated damages, in accordance with Section 7.2 of Exhibit A, will be submitted to the Contract and shall be reimbursed as credit in the next invoice.

County shall have the right to withhold payment if County determines the quality or quantity of work is unacceptable.

The term of this agreement is _____ 2023 through _____ 2026. Payment for services under this agreement shall not exceed TWO MILLION THREE HUNDRED THOUSAND DOLLARS (\$2,300,000.0).

**San Mateo County
Household Hazardous Waste Program**

EPA ID Numbers

September 21, 2022

**PERMANENT HHW
COLLECTION FACILITIES:**

CAH 111 001 158
San Mateo County Environmental Health
32 Tower Road
San Mateo, CA 94402

**SATELLITE HHW
COLLECTION FACILITIES**

CAH 111 000 094
San Mateo County – Environmental Health
1046 Palmetto Ave
Pacifica, CA 94044

CAH 111 000 878
San Mateo County / EHS
500 East Jamie Court
South San Francisco, CA 94080

**TEMPORARY HHW
COLLECTION FACILITIES:**

CAH 111 001 213
San Mateo County
333 90th Street
Daly City, CA 94015

CAH 111 001 419
San Mateo County Environmental Health
Services
2415 University Ave,
East Palo Alto, CA 94063

CAH 111 000 148
City of Foster City / City Hall
610 Foster City Blvd
Foster City, CA 94404

CAH 111 001 500
Half Moon Bay High School
1 Lewis Foster Drive
Half Moon Bay, CA 94019

CAH 111 000 785
San Mateo County
765 Portola Road
Portola Valley, CA 94028

CAH 111 001 045
San Mateo County – La Honda Corp Yard
59 Entrada Way
La Honda, CA 94020

CAH 111 000 674
CTY of San Mateo
333 Burgess Drive
Menlo Park, CA 94025

CAH 111 000 381
San Mateo County Environmental Health
1400 Broadway
Redwood City, CA 94063

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)



a. Employs fewer than 15 persons.



b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: **Kathy Hewett**

Name of Contractor(s): **Advanced Chemical Transport (DBA ACTenviro) Inc**

Street Address or P.O. Box: **967 Maybury Rd**

City, State, Zip Code: **San Jose CA 95133**

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Kathy Hewett

Title of Authorized Official:

Director of Human Resources

Date:

06/28/2023

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



SAN MATEO COUNTY HEALTH
**ENVIRONMENTAL
HEALTH SERVICES**

Environmental Health Services
Household Hazardous Waste Program
2000 Alameda de las Pulgas, Suite #100
San Mateo, CA 94403
Phone: (650) 372-6200 | Fax: (650) 627-8244
smchealth.org/hhw

**2023 HOUSEHOLD HAZARDOUS WASTE
TEMPORARY COLLECTION EVENTS**

Events occur on **Saturdays**. Times vary by location. **You must make an appointment online at smchealth.org/hhw-appt, or by calling (650) 372-6200.** The event address is disclosed after the appointment is made.



SOUTH SAN FRANCISCO

January	7 th
February	4 th
March	4 th
April	1 st
May	6 th
June	3 rd
July	1 st
August	5 th
October	7 th
November	4 th
December	2 nd

REDWOOD CITY

January	28 th
March	25 th
May	13 th
July	22 nd
September	23 rd
November	18 th

EAST PALO ALTO

August	12 th
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LA HONDA

July	8 th
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FOSTER CITY

August	26 th
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PACIFICA (8:30a-12:15p)

March	18 th
April	15 th
May	20 st
June	17 th
July	15 th
August	19 th
September	16 th
December	16 th

DALY CITY

March	11 th
June	10 th
September	9 th
December	9 th

MENLO PARK

January	21 st
June	24 th
October	21 st

HALF MOON BAY

July	29 th
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PORTOLA VALLEY

October	14 th
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Weekly events also occur in San Mateo.



SAN MATEO COUNTY HEALTH

ENVIRONMENTAL HEALTH SERVICES

Environmental Health Services
Household Hazardous Waste Program
2000 Alameda de las Pulgas, Suite #100
San Mateo, CA 94403
Phone: (650) 372-6200 | Fax: (650) 627-8244
smchealth.org/hhw

2023 PROGRAMA DE EVENTOS DE ENTREGA GRATUITO DE DESECHOS TÓXICOS DEL HOGAR

¿Tiene Ud. químicos para las plagas o jardín, pintura que sobra, tanques de gas propano, productos de limpieza y otros residuos o químicos peligrosos?

Haga una cita en smchealth.org/hhw-appt-espanol, o por llamar al (650) 372-6200.

La dirección y hora del evento dan a conocer después de hacer la cita.

También hay eventos de entrega que ocurren semanalmente en la ciudad de San Mateo.

SOUTH SAN FRANCISCO	
Enero	7
Febrero	4
Marzo	4
Abril	1
Mayo	6
Junio	3
Agosto	5
Octubre	7
Noviembre	4
Diciembre	2

REDWOOD CITY	
Enero	28
Marzo	25
Mayo	13
Julio	22
Septiembre	23
Noviembre	18

EAST PALO ALTO	
Agosto	12

LA HONDA	
Julio	8

FOSTER CITY	
Agosto	26

PACIFICA	
Marzo	18
Abril	15
Mayo	20
Junio	17
Julio	15
Agosto	19
Septiembre	16
Diciembre	16

DALY CITY	
Marzo	11
Junio	10
Septiembre	9
Diciembre	9

MENLO PARK	
Enero	21
Junio	24
Octubre	21

HALF MOON BAY	
Julio	29

PORTOLA VALLEY	
Octubre	14

Attachment 3_2023 Schedule for Contractor Work

SATURDAY TEMPORARY HHW EVENT - FULL SERVICES					
Onsite Labor:	1	Project Manager	Required Equipment and Supplies:	20	55 DM O/T
	1	Chemist		6	55 DF OT
				2	30 DF O/T
				2	15 DF O/T
3 to 5	Technicians	1 or 2		Class B with lift gate	
		1		Drum Dolly	
		1		Pallet Jack	
Truck:	1	Driver		6	5 Gal Buckets
Location:	Various			2 or 3	UN Box Kits
				8	Paint-Care Containers W/Lids
				5	Vemiculite
Arrival Time:	7:00 a.m.			3	Absorbent
				Recommended	Spill Kit
				As Normal	Diamonds and Placards (3,8, 6.1,5.1 & Dangerous)
Month	Date	Day	Collection Appointment Hours	Location	Shipment Time
January	21	Saturday	8:30 a.m. – 12:15 p.m.	MENLO PARK	Post-Event
January	28	Saturday	8:30 a.m. – 12:15 p.m.	REDWOOD CITY	Post-Event
March	11	Saturday	8:30 a.m. – 12:15 p.m.	DALY CITY	Post-Event
March	25	Saturday	8:30 a.m. – 12:15 p.m.	REDWOOD CITY	Post-Event
May	13	Saturday	8:30 a.m. – 12:15 p.m.	REDWOOD CITY	Post-Event
June	10	Saturday	8:30 a.m. – 12:15 p.m.	DALY CITY	Post-Event
June	24	Saturday	8:30 a.m. – 12:15 p.m.	MENLO PARK	Post-Event
July	8	Saturday	8:30 a.m. – 12:15 p.m.	LA HONDA	Post-Event
July	22	Saturday	8:30 a.m. – 12:15 p.m.	REDWOOD CITY	Post-Event
July	29	Saturday	8:30 a.m. – 12:15 p.m.	HALF MOON BAY	Post-Event
August	12	Saturday	8:30 a.m. – 12:15 p.m.	EAST PALO ALTO	Post-Event
August	26	Saturday	8:30 a.m. – 12:15 p.m.	FOSTER CITY	Post-Event
September	9	Saturday	8:30 a.m. – 12:15 p.m.	DALY CITY	Post-Event
September	30	Saturday	8:30 a.m. – 12:15 p.m.	REDWOOD CITY	Post-Event
October	14	Saturday	8:30 a.m. – 12:15 p.m.	PORTOLA VALLEY	Post-Event
October	21	Saturday	8:30 a.m. – 12:15 p.m.	MENLO PARK	Post-Event
November	18	Saturday	8:30 a.m. – 12:15 p.m.	REDWOOD CITY	Post-Event
December	9	Saturday	8:30 a.m. – 12:15 p.m.	DALY CITY	Post-Event

Waste Category	Container Type	Packing Method(s)	CalRecycle Disposition Waste Management Method(s)	Container Management Method(s)	Cost Per Pound Solids	Cost Per Gallon Liquids	Cost Per Unit, If applicable		
Reclaimable	Antifreeze	55DM	BU	RC	RN	\$.22/lb	\$1.90/gal	\$95.00	
	Auto-type batteries (motor vehicles)	CW	EA	RC	RC	\$.25/lb	N/A	N/A	
	Motor Oil/Oil Products	55DM	BU	RC	RN	N/A	\$1.90/gal	\$95.00	
	Used Oil Filters (recyclables only)	55DM	LO	RC	RN	\$.35/lb	N/A	\$105.00	
	Latex Paint - not recyclable	55DM	BU	LF	LF	\$.16/lb	\$1.90/gal	\$95.00	
Universal Waste	Mercury (metallic)	5DF	LP	RC	RC	\$12.00/lb	N/A	\$380.00	
	Mercury containing waste (other)	5DF	LP	RC	RC	\$12.00/lb	N/A	\$380.00	
	Fluorescent Lights - Straight/Linear (per foot)	CF	LO	RC	RC	\$.74/lb	N/A	\$.17/ft	
	Fluorescent Lights - Crushed	CF	LO	RC	RC	\$1.40/lb	N/A	\$350.00	
	Fluorescent Lights - CFL's; Circular; U-Tubes (per unit)	CF	LO	RC	RC	\$.74/lb	N/A	\$1.25ea	
	Other Lights - HIDs	ea	LO	RC	RC	\$3.25ea	N/A	\$3.25ea	
	Rechargeable Batteries (Nickel-Cadmium)	55DM	LO	RC	RN	\$1.29/lb	N/A	N/A	
	Other batteries (Alkaline)	55DM	LO	RC	RN	\$1.29/lb	N/A	N/A	
	Small Sealed Lead Acid Batteries (non-automotive)	55DF	LO	RC	RN	\$.25/lb	N/A	N/A	
	Mercury Batteries	5DF	LO	DI	RC	\$35.00/lb	N/A	N/A	
	Lithium Batteries	5DF	LO	DI	RC	\$8.75/lb	N/A	N/A	
	Compressed Gas Cylinders	Propane tanks (Camping Stove)	EA	LO	RC	RN	\$5.50	N/A	\$5.50
		Propane Tanks (BBQ Type)	EA	LO	RC	RC	\$7.00	N/A	\$18.00
		MAPP Gas cylinders	EA	LO	RC	RN	\$16.50	N/A	\$16.50
Butane Canisters		EA	LO	RC	RN	\$16.50	N/A	\$16.50	
Refrigerant (Freon) Gases		EA	LO	RC	RN	\$8.00	N/A	\$35.00	
Fire Extinguishers		EA	LO	RC	RN	\$18.00	N/A	\$18.00	
Stewardship	Oil-Based Paint/Care Products	CYB	LO	FB	RC	N/A	N/A	N/A	
	Latex Paint/Care Products	CYB	LO	RC	RC	N/A	N/A	N/A	
	Mercury Thermostats	5DF	LO	RC	RC	N/A	N/A	\$250.00	
Other HHW	Other - photographic waste (fixer/developer)	30DF	BU	RC	RN	N/A	\$3.00/gal	\$150.00	
	Other - non-hazardous, Class 9/Non-RCRA, Solid	55DM	LO	WTE	RN	\$1.85/lb	N/A	\$300.00	
	Other - non-hazardous, Class 9/Non-RCRA, Liquid	55DF	LO	WTE	RC	N/A	\$15.00/gal	\$300.00	
	Non-PCB Ballasts	55DM	LO	RC	RN	\$.45/lb	N/A	N/A	
PCB-Containing	PCB Ballasts	55DM	LO	LF	LF	\$1.25/lb	N/A	\$245.00	
	PCB - containing paint	55DM	BU	DI	DI	N/A	\$2.00/gal	\$750.00	
	Other PCB waste	55DM	LO	DI	DI	\$3.00/lb	\$3.00/gal	\$550.00	
OPTIONAL: Prices will not be included in the Proposal Evaluation	Empty - Contaminated Drums	EA	LO	RC	RN	N/A	N/A	\$35.00	
	Used Cooking Oil/Grease	55DM	BU	FB	RN				
	Railroad Ties/Treated Wood	CYB	LO	LF	RC	\$1.00/lb	N/A	\$480.00	
	Cannabis Related Waste	55DM	LO	DI	DI	N/A	N/A	\$450.00	
	E-Cigs/Vape Pens	5DF	LO	DI	DI	\$12.00/lb	N/A	\$300.00	
	Explosives (Marine Flares)	5DF	LP	DI	DI	N/A	N/A	\$480.00	
	Asbestos	55DM	LO	LF	LF	\$1.50/lb	N/A	\$150.00	
	Unknowns (requiring waste characterization via hazcatting)	55DM	LO	DI	DI	TBD	TBD	TBD	
	Other:	55DM	LO	DI	DI	COST + 25%	COST + 25%	COST + 25%	

\$380.00 min charge

\$380.00 min charge

\$250.00 min charge

\$300.00 min charge

Trans not included

Additional Optional Items	Unit	Unit Cost
Duct Tape (specify size)	Roll	\$8.00
Spray Adhesive (specify size)	Ea	\$20.00
20x100 Visqueen (6 mil thickness)	Ea	\$230.00
Tarps 16x20 (specify thickness and material)	Ea	\$140.00
Tarps 20x30 (Specify thickness and material)	Ea	\$190.00
Tarps 30x40 (specify thickness and material)	Ea	\$200.00
Dumpster Liners	Ea	\$95.00
Directional Signs (on site-specify)	Ea	N/C
Directional Signs (off site-specify)	Ea	N/C
Traffic Cones	Ea	N/C
Absorbent Pads (assorted)	Bags	\$130.00
Packing lists w/envelope	Ea	N/C
Tyvek (various sizes)	Box	\$260.00
Safety Glasses	Ea	N/C
Face Shields	Ea	\$9.00
Chemical Resistant Gloves	Pair	\$12.00
Cotton Glove Liners	Pair	N/C
Labpack Gloves (Nitrile)	Box	\$28.00
pH paper	Box	\$25.00
Stretch Wrap (specify size)	Roll	\$15.00
Oxidizer paper	tubes	\$10.00
Drum markers	Box	\$18.00
Drum Dolly	Ea	N/C
Unloading Carts	Ea	N/C
Bung Wrench	Ea	N/C
Speed Wrench	Ea	N/C
Socket Wrench	Ea	N/C
Paint tools (spatula, can openers)	Ea	N/C
Equipment Truck (specify size/driver?)	Ea	\$ 350.00
Sorting Tables (specify)	Ea	N/C
Forklift (includes delivery)	1 day	\$ 750.00
Security Guard	per hour	\$ 57.00
Other (write in below, specify, add units):		

DISPOSAL PRICING

Attachment 6

INSTRUCTIONS:		Container Type	Packing Method(s)	CalRecycle Disposition, Waste Management Method(s)	Container Management Method(s)	Cost Per Pound, Solids	Cost Per Gallon, Liquids	Cost Per Unit, if applicable	
		Enter the appropriate code in the columns to the right for each Waste Category below. CODES:					Preferred pricing is per pound for solids and per gallon for liquids. Only include a per unit cost if necessary and specify the unit, for example, 'per cylinder.'		
ENTER ONE LINE FOR EACH WASTE CATEGORY, CONTAINER, PACKING AND MANAGEMENT METHOD TO SHOW PRICING DIFFERENCES. EXAMPLE BELOW:		DF= FIBERBOARD OR PLASTIC DRUM	BU=BULKING	RU= REUSE	DI= DESTRUCTIVE INCINERATION	\$	\$	\$/specified unit	
		DM= STEEL DRUM	PA=PALLETIZE	PS=PRODUCT STEWARDSHIP	LF= LANDFILL (I), (II), OR (III) = LANDFILL CLASS I, II, OR III				
		CF=FIBER OR PLASTIC CYLINDERS	LO=LOOSE PACK	RC= RECYCLE	RC= RECYCLE				
		CM=METAL BOXES, INCLUDING ROLL-OFFS	LP=LAB PACK	FB= FUEL BLENDING	RN= RECONDITION				
				WTE=WASTE-TO-ENERGY					
				DI= DESTRUCTIVE INCINERATION					
				TR= TREATMENT/NEUTRALIZE					
EXAMPLE:				ST= STABILIZATION/ SOLIDIFY/ LANDFILL		\$	\$	\$/specified unit	
				LF= LANDFILL (I), (II), OR (III) = LANDFILL CLASS I, II, OR III					
		Waste Category	Container Type	Packing Method(s)	CalRecycle Disposition, Waste Management Method(s)	Container Management Method(s)	Cost Per Pound, Solids	Cost Per Gallon, Liquids	Cost Per Unit, if applicable
		Acid - Inorganic Acid	DF	LP	DI	DI	\$A	\$B	
		Acid - Inorganic Acid	DF	LP	TR	RC	\$C	\$D	
		Acid - Inorganic Acid	DF	LO	ST	RC	\$E	\$F	

Waste Category	Container Type	Packing Method(s)	CalRecycle Disposition, Waste Management Method(s)	Container Management Method(s)	Cost Per Pound, Solids	Cost Per Gallon, Liquids	Cost Per Unit, if applicable
Flammable and Poison	Flammable Solid (includes Road Flares/Fusees)	5DM	LO	DI	\$5.85/lb	N/A	\$380.00
	Flammable Liquid	55DM	LO	FB	\$1.00/lb	N/A	\$185.00
	Bulked Flammable Liquid (0 - 10% sludge)	55DM	BU	FB	N/A	\$2.57/gal	\$165.00
	Bulked Flammable Liquid (11 - 30% sludge)	55DM	BU	FB	N/A	\$3.70/gal	\$185.00
	Bulked Flammable Liquid (31 - 50% sludge)	55DM	BU	FB	N/A	\$4.30/gal	\$215.00
	Bulked Flammable Liquid - Paint Related Material	55DM	BU	FB	N/A	\$4.30/gal	\$215.00
	Oil-Based Paint related	CYB	LO	FB	\$.73/lb	N/A	\$550.00
	Cyanide	5DF	LP	DI	\$30.00/lb	\$30.00/gal	\$300.00
	Poison Liquids (non-aerosols)	55DM	LO	WTE	\$1.85/lb	\$15.00/gal	\$285.00
	Poison Solids (non-aerosols)	CYB	LO	WTE	\$1.11/lb	N/A	\$780.00
	Water Reactives	5DF	LP	DI	\$25.00/lb	N/A	\$250.00
	Reactive	5DF	LP	DI	\$25.00/lb	N/A	\$250.00
Labpacks	Non-Reactive	55DF	LO	WTE	\$1.85/lb	\$15.00/gal	\$300.00
	Reactive	55DM	LP	DI	\$2.29/lb	N/A	\$395.00
Acid	Inorganic Acid	55DF	LO	ST	\$2.29/lb	N/A	\$275.00
	Organic Acid	55DF	LO	DI	\$2.42/lb	N/A	\$395.00
Base	Inorganic Base	55DF	LO	ST	\$2.29/lb	N/A	\$275.00
	Organic Base	55DF	LO	DI	\$2.42/lb	N/A	\$395.00
Oxidizers	Neutral Oxidizers	55DF	LO	DI	\$2.88/lb	N/A	\$525.00
	Organic Peroxides	5DF	LO	DI	\$20.00/lb	N/A	\$200.00
	Oxidizing Acid	55DF	LP	DI	\$2.88/lb	N/A	\$525.00
	Oxidizing Base	55DF	LP	DI	\$2.88/lb	N/A	\$525.00
	Ammonium Nitrate Fertilizers	55DF	LO	DI	\$2.88/lb	N/A	\$525.00
Aerosols	Aerosols, corrosive	55DM	LO	DI	\$1.92/lb	N/A	\$240.00
	Aerosols, flammable	CYB	LO	FB	\$1.73	N/A	\$650.00
	Aerosols, poison	55DM	LO	DI	\$1.92/lb	N/A	\$240.00
	Pepper Spray	5DF	LO	DI	\$10.83/lb	N/A	\$325.00

\$380.00 Min charge

\$300.00 min charge

\$250.00 min charge

\$250.00 min charge

\$200.00 min charge

\$325.00 Min charge

Attachment 3_2023 Schedule for Contractor Work

Wednesday Shipment-Only from San Mateo			
Onsite Labor:		1 Project Manager or Chemist	
Truck:		1 Driver	
Location:		San Mateo County PHHWCF, 32 Tower Road,	
Arrival Time:		8:00 a.m.	
Month	Date	Day	Haz Waste Shipment Time
January	11	Wednesday	Upon Arrival
January	25	Wednesday	Upon Arrival
February	8	Wednesday	Upon Arrival
February	22	Wednesday	Upon Arrival
March	8	Wednesday	Upon Arrival
March	22	Wednesday	Upon Arrival
April	12	Wednesday	Upon Arrival
April	26	Wednesday	Upon Arrival
May	10	Wednesday	Upon Arrival
May	24	Wednesday	Upon Arrival
May	31	Wednesday	Upon Arrival
June	14	Wednesday	Upon Arrival
June	28	Wednesday	Upon Arrival
July	12	Wednesday	Upon Arrival
July	26	Wednesday	Upon Arrival
August	9	Wednesday	Upon Arrival
August	23	Wednesday	Upon Arrival
August	30	Wednesday	Upon Arrival
September	13	Wednesday	Upon Arrival
September	27	Wednesday	Upon Arrival
October	11	Wednesday	Upon Arrival
October	25	Wednesday	Upon Arrival
November	8	Wednesday	Upon Arrival
November	22	Wednesday	Upon Arrival
November	29	Wednesday	Upon Arrival
December	13	Wednesday	Upon Arrival
December	20	Wednesday	Upon Arrival
December	27	Wednesday	Upon Arrival

Attachment 3_2023 Schedule for Contractor Work

Wednesday VSQG and Shipment from San Mateo				
Onsite Labor:		1 Chemist		
		1 to 2 Technicians		
Truck:		1 Driver		
Location:		San Mateo County PHHWCF, 32 Tower Road, San		
Arrival Time:		8:00 a.m.		
Month	Date	Day	VSQG Appointment Hours	Shipment Time
January	4	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
January	18	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
February	1	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
February	15	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
March	1	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
March	15	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
April	5	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
April	19	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
May	3	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
May	17	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
June	7	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
June	21	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
July	5	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
July	19	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
August	2	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
August	16	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
September	6	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
September	20	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
October	4	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
October	18	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
November	1	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
November	15	Wednesday	9:00 a.m. - 1:00 pm	Post-Event
December	6	Wednesday	9:00 a.m. - 1:00 pm	Post-Event

San Mateo County Household Hazardous Waste Program

Product Give-Away Quality Assurance Plan

This Quality Assurance (QA) Plan applies to San Mateo County Household Hazardous Waste (HHW) Program Product Give-Away. This QA Plan is designed to ensure that reusable, household hazardous products or materials that are collected by the program are evaluated to verify that the product containers, contents and labels are as they originated from the product's manufacturers. HHW Program staff shall use the following protocol to ensure that the products selected for reuse and distribution are appropriately labeled, uncontaminated and appear as they originated from the product manufacturer.

Suitability of Products:

Products selected for reuse and distribution must meet the following basic criteria:

- The product or material must be in its original manufacturer container with the original manufacturer label that is intact, fully legible and relatively clean.
- The container must be in good condition, is sturdy, fully sealed and not leaking, with little or no rust, dents, or other damage to its integrity.
- The container may have minor damage, such as dents or scratches, provided that the container maintains its integrity.
- Any valves, caps or lids must appear functional.
- The product material must not appear to be contaminated, compromised or impaired.
- The product material in the container must be agreeable with the label.
- The volume of product material in the container must be adequate for purposeful use in accordance with the manufacturer's instructions on the label
- The product material and/or ingredients must not be on the List of Unacceptable Items.

Products that no longer meet the basic criteria for reuse and distribution shall be managed as waste at the PHHWCF upon identification based on the following basic criteria:

- The product or material is not in its original manufacturer container and does not have an original manufacturer label that is intact, legible, or relatively clean.
- The container is no longer in good condition, is brittle, no longer fully sealed or found to be leaking, with significant rust, dents, or other damage to its integrity.
- The container has major damage, such as multiple dents and scratches, and does not appear to maintain its integrity.
- Any valves, caps or lids do not appear functional.
- The product material appears to be contaminated, compromised or impaired.
- The product material in the container does not appear to be agreeable with the label.
- The volume of product material in the container is inadequate for purposeful use in accordance with the manufacturer's instructions on the label
- The product material and/or ingredients are added to the List of Unacceptable Items.

Procedures for Evaluating Reusable Household Hazardous Products

Staff segregating HHW during collection events shall ensure that suitable products meet the above criteria by visually inspecting the container and product to:

- Verify that the product or material is in its original manufacturer container with the original manufacturer label that is intact, fully legible and relatively clean.

- Verify that the container is in good condition, fully sealed and not leaking, with little or no rust, dents, or other damage to its integrity.
- Verify that the container may have minor damage, such as dents or scratches, provided that the container maintains its integrity.
- Verify that any valves, caps or lids must appear functional.
- Verify that the product material does not appear to be contaminated, compromised or impaired.
- Verify that the product material in the container must be agreeable with the label.
- Verify that the volume of product material in the container must be adequate for purposeful use in accordance with the manufacturer's instructions on the label
- Verify that the product material and/or ingredients is not on the List of Unacceptable Items.

Staff shall visually inspect the reusable products and materials prior to distribution shall identify containers that no longer meet the basic criteria for reuse:

- Determine the condition of the container and inspect for rust, dents, or other damage to its integrity.
- Determine whether the container is fully sealed and not leaking.
- Confirm that the container label is original per the manufacturer, is intact, fully legible and relatively clean.
- Determine that the product material in the container is agreeable with the label. Inspect the container for any indication that the contents may not be the original product.
- Confirm that the volume of product material in the container is adequate for purposeful use in accordance with the manufacturer's instructions on the label.
- Ensure that the product material does not appear to be contaminated. Open the container and inspect the product for any indication that it has/has not been contaminated or compromised.
- Confirm that the product material and/or ingredients are NOT on this List of Unacceptable Items.

Recipients: All recipients of a reusable household hazardous product or material shall:

- Use the reusable household hazardous product or material in conformance with its label and use appropriate personal protection.
- Manage unused reusable household hazardous products or materials as hazardous waste, as required by applicable California law, or as required by any applicable law in the state in which the product or material is discarded.
- All Recipients are required to sign the attached SMCo Reuse Give Away Program Amended Waiver with PaintCare (ATTACHMENT F: WAIVER FOR RELEASE OF HAZARDOUS AND RECYCLED MATERIALS WITH PAINTCARE PROGRAM PRODUCTS WAIVER)

Recipient Instructions:

- Employees. The products or materials shall may be distributed to County Employees with the instructions to use the product or material in a manner consistent with the instructions on the label.
- Residents. The products or materials shall be distributed to local residents with the instructions to use the product or material in a manner consistent with the instructions on the label.
- Commercial Entities. The products or materials shall be distributed to commercial entities with the instructions to use the product or material in a manner consistent with the instructions on the label. The commercial entity shall be responsible for obtaining any written information necessary for compliance with the Hazardous Substances Information and Training Act (Chapter 2.5 (commencing with Section 6360) of Part 1 of Division 5 of the Labor Code).

San Mateo County Household Hazardous Waste Program**Product Give-Away
Quality Assurance Plan****LIST OF UNACCEPTABLE ITEMS**

1. Any product or material that is not legal to use or sell in California
2. Banned or restricted or environmental unfriendly pesticides, such as:
 - a. DDT
 - b. Malathion
 - c. Chlordane
 - d. Diazinon, (2,4-D)
 - e. Chlorine-based pesticides, such as Chlorpyrifos (Dursban),
 - f. Carbaryl (Sevin),
 - g. Piperonyl butoxide (PBO) found in Pyrethroid and some Pyrethrin products
 - h. Strychnine products
 - i. Arsenic products
 - j. Penta, (2,4,5-T) products
 - k. Rodenticides containing Warfarin, Brodifacoum, Difethialone, or Bromethalin
3. Lead-based paint
4. Photographic chemicals
5. Wax remover, wallpaper products, or adhesives, EXCEPT containers that are full and in perfect condition
6. Glass containers of any kind
7. Aerosol cans with V.O.C >67%.
8. Personal Care Products such as makeup, lip stick, lip balm, deodorant, nasal sprays, etc., that may foster bacterial growth

ALL TECHNICIANS:

Please sign and date to verify that you have read and understand the Quality Assurance Plan.

Technician Signature

Date

Attachment 4

ATTACHMENT F: WAIVER FOR RELEASE OF HAZARDOUS AND RECYCLED MATERIALS WITH PAINTCARE PROGRAM PRODUCTS WAIVER

The County of San Mateo (the "County") operates Household Hazardous Waste Collection Facilities (HHWCF). Residents of the County may use these HHWCF to dispose of certain household hazardous materials which are no longer of use to them. These wastes, along with the wastes found unacceptable in the municipal solid waste stream, are available for recycling or re-use. The household hazardous materials that are deemed recyclable or re-usable are made available to the public at our Free Product Reuse Give Away Program at 32 Tower Road, San Mateo, CA.

The County has not thoroughly characterized the hazardous material and makes no warranties concerning (1) the physical or chemical characteristics of the hazardous materials, (2) the manner in which such hazardous materials may be transported, stored, treated, discharged, disposed of, used, handled, or otherwise manages, or (3) any actual or potential effects to human health and safety or to the environment from any activities stated in (2) above.

The undersigned takes the hazardous materials on the condition that the undersigned agrees to transport, store, treat, process, emit, discharge, dispose, use, handle or otherwise manage the hazardous materials in compliance all applicable local, state and federal laws. The undersigned agrees to indemnify and hold harmless the County from any and all liability, damages, costs, claims, demands, and expenses of whatever type or nature, which shall be caused by, arise out of, or in any manner be connected with the hazardous materials. The undersigned has read and understand the foregoing, and agrees to comply with all of the conditions, covenants and provisions herein.

PaintCare Program Products Waiver: By signing below, the undersigned waives, releases and holds harmless PaintCare Inc., their agents, employees, member companies, officers, directors, stockholders, successors, assigns and attorneys from any liability, claim, injury, losses, damages (including punitive or exemplary damages), or cause of action of any kind whatsoever, whether based on contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or are connected with the handling, receipt, use, storage, treatment, disposal (including spilling and leaking) or release of Program Product obtained for reuse from the PaintCare Program. For all materials obtained from the PaintCare Program, the undersigned accepts with full understanding and appreciation of the actual or potential dangers stemming from the proper or improper use. The undersigned accepts all risk related to handling, receipt, use, storage, treatment, disposal (including spilling and leaking) or release of such Program Product.

All Program Product obtained from the PaintCare Program, the undersigned accepts as is, with no warranties. The undersigned recognizes that PaintCare does not warrant that any materials obtained from the Collection Facility are merchantable, or fit for any particular use. PaintCare shall not be responsible for any consequential damages stemming from the use of any material obtained from the Collection Facility.

NAME (printed)	NAME (signed)	DATE		PAINTCARE DATA*: To Be Completed By Staff		
				Latex (lbs)	Oil-Based (lbs)	Staff Initials
ADDRESS	CITY	STATE	ZIP			
				*WEIGH actual containers of latex and oil-based separately		

NAME (printed)	NAME (signed)	DATE		PAINTCARE DATA*: To Be Completed By Staff		
				Latex (lbs)	Oil-Based (lbs)	Staff Initials
ADDRESS	CITY	STATE	ZIP			
				*WEIGH actual containers of latex and oil-based separately		

NAME (printed)	NAME (signed)	DATE		PAINTCARE DATA*: To Be Completed By Staff		
				Latex (lbs)	Oil-Based (lbs)	Staff Initials
ADDRESS	CITY	STATE	ZIP			
				*WEIGH actual containers of latex and oil-based separately		

Attachment 4

RECYCLING AND DISPOSAL FACILITIES

Attachment 5

INSTRUCTIONS:	EXAMPLES - USEPA Management Method(s)*	Enter the Name of the Primary, Secondary and Final TSDFs for each waste category, as applicable.		
		Primary TSDF	Secondary TSDF	Final TSDF
Enter the appropriate USEPA Management Method code(s) in the columns to the right for each Waste Category below. *Additional codes may be found in USEPA RCRA Subtitle C Reporting Instructions and Forms (OMB #2050-0024; expires 04/30/2024) https://rcrapublic.epa.gov/rcrainfoweb/documents/rcra_subtitle_C_forms_and_instructions.pdf ENTER ONE LINE FOR EACH WASTE CATEGORY, CONTAINER, PACKING AND MANAGEMENT METHOD TO SHOW MANAGEMENT AND FACILITY DIFFERENCES. EXAMPLE BELOW:	H010=Metals Recovery	FACILITY NAME	FACILITY NAME	FACILITY NAME
	H011=Mercury Recovery			
	H039=Other Recovery or Reclamation			
	H040=Incineration, Thermal Destruction			
	H050=Energy Recovery			
	H061=Fuel blending			
	H110=Stabilization			
	H113=Stabilization			
EXAMPLE:	H121= Neutralization			
	USEPA Management Method(s)	Primary TSDF	Secondary TSDF	Final TSDF
	Acid - Inorganic Acid	FACILITY 1	FACILITY 2	FACILITY 3
	Acid - Inorganic Acid	FACILITY 4	FACILITY 5	FACILITY 6
	Acid - Inorganic Acid	FACILITY 7	FACILITY 8	FACILITY 9

Waste Category		USEPA Management Method(s)	Primary TSDF	Secondary TSDF	Final TSDF
Flammable and Poison	Flammable Solid (includes Road Flares/Fusees)	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
	Flammable Liquid	H061	Rineco Chemical Ind.	Advanced Chemical Treatment	ASH Grove Cement
	Bulked Flammable Liquid (0 - 10% sludge)	H061	Rineco Chemical Ind.	Advanced Chemical Treatment	ASH Grove Cement
	Bulked Flammable Liquid (11 - 30% sludge)	H061	Rineco Chemical Ind.	Advanced Chemical Treatment	ASH Grove Cement
	Bulked Flammable Liquid (31 - 50% sludge)	H061	Rineco Chemical Ind.	Advanced Chemical Treatment	ASH Grove Cement
	Bulked Flammable Liquid - Paint Related Material	H061	Rineco Chemical Ind.	Advanced Chemical Treatment	ASH Grove Cement
	Oil-Based Paint related	H061	Rineco Chemical Ind.	Advanced Chemical Treatment	ASH Grove Cement
	Cyanide	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
	Poison Liquids (non-aerosols)	H039	Advanced Chemical Treatment	VLS	Covanta
	Poison Solids (non-aerosols)	H039	Advanced Chemical Treatment	VLS	Covanta
	Water Reactives	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
	Reactive	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
Labpacks	Non-Reactive	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
	Reactive	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
Acid	Inorganic Acid	H113	Advanced Chemical Treatment	VLS	Covanta
	Organic Acid	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
Base	Inorganic Base	H113	Advanced Chemical Treatment	VLS	Covanta
	Organic Base	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
Oxidizers	Neutral Oxidizers	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
	Organic Peroxides	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
	Oxidizing Acid	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
	Oxidizing Base	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
	Ammonium Nitrate Fertilizers	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite
Aerosols	Aerosols, corrosive	H040	Advanced Chemical Treatment	Rineco	ASH Grove Cement
	Aerosols, flammable	H061	Advanced Chemical Treatment	Rineco	ASH Grove Cement
	Aerosols, poison	H040	Advanced Chemical Treatment	Rineco	ASH Grove Cement
	Pepper Spray	H040	Advanced Chemical Treatment	Clean Harbors	CH Aragonite

	Waste Category	USEPA Management Method(s)	Primary TSDF	Secondary TSDF	Final TSDF
Reclaimable	Antifreeze	H039	World Oil	EWS	World Oil
	Auto-type batteries (motor vehicles)	H039	AERC	Modern Recycling	AERC Allentown
	Motor Oil/Oil Products	H039	EWS	World Oil	World Oil
	Used Oil Filters (recyclables only)	H039	EWS	World Oil	World Oil
	Latex Paint - not recyclable	H039	Visions Paint Recycling	Visions Paint	Retail sales
Universal Waste	Mercury (metallic)	H011	Advanced Chemical Treatment	AERC	AERC Allentown
	Mercury containing waste (other)	H011	Advanced Chemical Treatment	AERC	AERC Allentown
	Fluorescent Lights - Straight/Linear (per foot)	H039	AERC	Modern Recycling	AERC Allentown
	Fluorescent Lights - Crushed	H039	AERC	Modern Recycling	AERC Allentown
	Fluorescent Lights - CFL's; Circular; U-Tubes (per unit)	H039	AERC	Modern Recycling	AERC Allentown
	Other Lights - HIDs	H039	AERC	Modern Recycling	AERC Allentown
	Rechargeable Batteries (Nickel-Cadmium)	H039	AERC	Modern Recycling	AERC Allentown
	Other batteries (Alkaline)	H039	AERC	Modern Recycling	AERC Allentown
	Small Sealed Lead Acid Batteries (non-automotive)	H039	AERC	Modern Recycling	AERC Allentown
	Mercury Batteries	H039	AERC	Modern Recycling	AERC Allentown
	Lithium Batteries	H039	AERC	Modern Recycling	AERC Allentown
Compressed Gas Cylinders	Propane tanks (Camping Stove)	H039	Freon Free	N/A	Freon Free
	Propane Tanks (BBQ Type)	H039	Freon Free	N/A	Freon Free
	MAPP Gas cylinders	H039	Freon Free	N/A	Freon Free
	Butane Canisters	H039	Freon Free	N/A	Freon Free
	Refrigerant (Freon) Gases	H039	Freon Free	N/A	Freon Free
	Fire Extinguishers	H039	Freon Free	N/A	Freon Free
	Oil-Based Paint/Care Products	H061	Rineco	Advanced Chemical Treatment	ASH Grove Cement
Stewardship	Latex Paint/Care Products	H039	Visions Paint Recycling	Visions Paint	Visions Paint
	Mercury Thermostats	H039	AERC	Clean Harbors	AERC Allentown
	Other - photographic waste (fixer/developer)	H039	US Ecology Beatty	Advanced Chemical Treatment	USEcology Beatty
Other HHW	Other - non-hazardous, Class 9/Non-RCRA, Solid	H039	Advanced Chemical Treatment	VLS	VLS
	Other - non-hazardous, Class 9/Non-RCRA, Liquid	H039	Advanced Chemical Treatment	VLS	VLS
	Non-PCB Ballasts	H039	AERC	Modern Recycling	AERC Allentown
	PCB Ballasts	LANDFILL	US Ecology Beatty	USEcology Beatty	USEcology Beatty
PCB-Containing	PCB - containing paint	H040	USEcology Beatty	Clean Harbors	USEcology Beatty
	Other PCB waste	H040	Clean Harbors	USEcology Beatty	USEcology Beatty
	Empty - Contaminated Drums	H039	ICS	Mauser container	ICS
OPTIONAL: These waste categories will not be included in the Proposal Evaluation	Used Cooking Oil/Grease	H039	Rineco	EWS	USEcology Beatty
	Railroad Ties/Treated Wood	LANDFILL	USEcology Beatty	Republic Services Forward landfill	Republic Services Forward landfill
	Cannabis Related Waste	H040			
	E-Cigs/Vape Pens	H039	AERC	AERC	AERC Allentown
	Explosives (Marine Flares)	H040	Clean Harbors	Clean Harbors	CH Colfax Facility
	Asbestos	LANDFILL	US Ecology	USEcology	USEcology
	Unknowns (requiring waste characterization via hazcatting)	H040	Advanced Chemical Treatment	Clean Harbors	Clean Harbors
	Other:				

DISPOSAL SITE QUALIFICATIONS

Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Advanced Chemical Treatment, Inc.	
Mailing Address:	6137 Edith Blvd. NE Albuquerque, NM 87107	
Facility Address(es):	6137 Edith Blvd. NE Albuquerque, NM 87107	EPA ID#: NMD002208627 EPA ID#: EPA ID#:
Waste Streams Handled:	Hazardous Solids & Liquids, - Non-Regulated Solids & Liquids, Raw Product, Lab Pack Chemicals , Universal/ E-waste - Household Hazardous Waste, Empty Containers, D001-D043, F001-F039, K001-K136 , P001-P123, U001-U249	
Brief description of treatment/disposal methods:	<p>NMED/EPA Part B TSDF (Treatment, Storage, Disposal Facility)</p> <p>Solid waste consolidation, recycling & disposal</p> <p>Liquid waste consolidation, recycling & disposal</p> <p>Lab pack chemical consolidation & disposal</p> <p>Universal/ E-Waste consolidation, recycling, & disposa</p> <p>Household hazardous waste management</p> <p>Empty drum crushing & disposal</p> <p>(For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is released into the environment under a permit (i.e., POTW or incinerator stack), or (3) does the treated waste go to another facility on a shipping paper for ultimate disposal (i.e., treated and rendered non-hazardous and sent to landfill), or (4) sent to a transfer facility,</p>	
Summary of compliance history:	<p>Inspections for environmental and permit compliance occur on a frequent basis pursuant to permit and regulatory requirements. Records for inspections are maintained and are available for review on-site.</p> <p>Facility audit package available upon request.</p> <p>(Include a complete list of all violations resulting in a monetary penalty in the past five years; include any pending violations.)</p>	

DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Rineco Chemical Industries, Inc.																																																																																		
Mailing Address:	819 Vulcan Road, Benton, AR 72015																																																																																		
Facility Address(es):	819 Vulcan Road, Benton, AR 72015	EPA ID#:	ARD981057870																																																																																
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Waste Streams Handled:	regulated waste water, solvents, paints, washes, resins, cosmetics, printing inks and refinery waste. also process tough sludges and even rock-hard solids. Examples of these solids include: visquine, towels, gloves, empty containers, rags, filter cartridges, rubber boots and reacted epoxy resins																																																																																		
Brief description of treatment/disposal methods:	Waste Derived fuel used by cement kilns Fuel Blending																																																																																		
Summary of compliance history:	<table border="1"> <thead> <tr> <th colspan="4">5-YEAR REGULATORY INSPECTION SUMMARY</th> </tr> <tr> <th>Inspection Date</th> <th>Regulatory Agency</th> <th>Findings</th> <th>Follow-Up</th> </tr> </thead> <tbody> <tr> <td>5/9/2023</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>2020</td> <td>ADEQ</td> <td>No Inspection due to Covid-19</td> <td>N/A</td> </tr> <tr> <td>9/17/2019</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>4/23/2019</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>11/11/2018</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>6/29/2018</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>5/7/2018</td> <td>ADEQ</td> <td>Undetermined, Agency May Still be Determining</td> <td>N/A</td> </tr> <tr> <td>9/23/2017</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>3/8/2017</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>12/29/2016</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>11/3/2016</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>10/14/2016</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>7/8/2016</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>4/29/2016</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>3/24/2016</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>1/18/2016</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td>1/26/2016</td> <td>ADEQ</td> <td>No Violations</td> <td>N/A</td> </tr> <tr> <td align="right" colspan="3">Total Accumulated Points</td> <td>100/ 100</td> </tr> </tbody> </table>			5-YEAR REGULATORY INSPECTION SUMMARY				Inspection Date	Regulatory Agency	Findings	Follow-Up	5/9/2023	ADEQ	No Violations	N/A	2020	ADEQ	No Inspection due to Covid-19	N/A	9/17/2019	ADEQ	No Violations	N/A	4/23/2019	ADEQ	No Violations	N/A	11/11/2018	ADEQ	No Violations	N/A	6/29/2018	ADEQ	No Violations	N/A	5/7/2018	ADEQ	Undetermined, Agency May Still be Determining	N/A	9/23/2017	ADEQ	No Violations	N/A	3/8/2017	ADEQ	No Violations	N/A	12/29/2016	ADEQ	No Violations	N/A	11/3/2016	ADEQ	No Violations	N/A	10/14/2016	ADEQ	No Violations	N/A	7/8/2016	ADEQ	No Violations	N/A	4/29/2016	ADEQ	No Violations	N/A	3/24/2016	ADEQ	No Violations	N/A	1/18/2016	ADEQ	No Violations	N/A	1/26/2016	ADEQ	No Violations	N/A	Total Accumulated Points			100/ 100
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Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Clean Harbors Aragonite, LLC			
Mailing Address:	11600 North Aptus Road, Aragonite, UT 84029			
Facility Address(es):	11600 North Aptus Road, Aragonite, UT 84029	EPA ID#:	UTD981552177	
		EPA ID#:		
		EPA ID#:		
Waste Streams Handled:	Hazardous Waste, PCBs, Industrial Wastes, and Non Hazardous Wastes			
Brief description of treatment/disposal methods:	Most waste incinerated. Waste not amenable to incineration, transferred to licensed hazardous waste facility for treatment and disposal.			
Summary of compliance history:	ACT Audit: 3/1/2021			
	5-YEAR REGULATORY INSPECTION SUMMARY			
	Inspection Date	Regulatory Agency	Findings	Follow-Up
	June 2020	UDAQ	None	NA
	Sept. 2019	DWMRC	There were 32 initial alleged findings. See attached document from the DWMRC website.	In process of reaching resolution with DWMRC. The DWMRC has removed 3 of the findings. CHA just received the draft consent order and a monetary fine will be paid.
	Sept. 2019	EPA	There were 2 alleged findings and both were disputed. (Attached EPA Inspection Report Response Letter answers this question)	Pending, Subpart BB and CC inspection. Further information was provided in November 2019 and EPA has not responded indicating closure of inspection
	Nov. 2019	USDA	None	NA
				1-100 75
	5-YEAR REGULATORY INSPECTION SUMMARY			
	Inspection Date	Regulatory Agency	Findings	Follow-Up
Jan. 2019	UDAQ	None	NA	
2013-2018	DWMRC	See Attached Statement - where is this statement (This has been attached, I apologize for missing it in the initial email)	Monetary fine was paid	
Sept. 2018	DEA	The findings can be see in the 2018 DEA Inspection Corrective Actions outline which was provided	Administrative issues, fine paid and resolved	
Oct. 2018	EPA	None, off-site rule inspection	NA	
May 2018	EPA	None, TSCA inspection	NA	
Jan. 2018	UDAQ	Failure to submit stack test results, deviation reports, leak detection and repair reports, Benzene, NESHAP reports, semi-annual reports and compliance certifications in a timely manner.	Administrative violations, fine paid	
Aug. 2017	EPA	None, off-site rule inspection	NA	
May 2017	UDAQ	None	NA	
June 2016	EPA	None, off-site rule inspection	NA	
May 2016	UDAQ	None	NA	
Total Accumulated Points			75/ 100	

DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Ash Grove Cement Company																										
Mailing Address:	4343 Hwy 108 West Foreman, AR, 71836																										
Facility Address(es):	4343 Hwy 108 West Foreman, AR, 71836	EPA ID#:	ARD981512270																								
Waste Streams Handled:	Hazardous waste, non hazardous waste, D001-D043, F001 - F012, F019, F024-F025, F032, F034-F035, F037-F039, Various K, P and U codes. Accepted waste code listed available if needed.																										
Brief description of treatment/disposal methods:	Cement production occurs in large rotary kilns at high temperatures. Ash Grove utilizes hazardous waste derived fuels and non-hazardous fuels in the cement production process at the site pursuant to various permits including RCRA Permit 2 1H-RN1																										
	[For each waste stream indicate whether (1) this is the ultimate disposal site, or (2) the treated waste is																										
Summary of compliance history:	ACT Audit: 9/28/2020																										
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DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	VLS-Armor, LLC																																																																																						
Mailing Address:	101 South Park Drive, Mt. Pleasant, TN 38474																																																																																						
Facility Address(es):	101 South Park Drive, Mt. Pleasant, TN 38474	EPA ID#:	N/A																																																																																				
Waste Streams Handled:	Site is a non-RCRA / HHW special waste processing facility																																																																																						
Brief description of treatment/disposal methods:	The site processes waste into two blends. Waste to Energy blends are shipped to Waste-to-Energy facilities or cement kilns. These are used for recoverable energy and they provide thermal destruction of the waste blends, Landfill blends are sent to subtitle D Landfills for disposal. Recyclable materials are accumulated for off-site shipment to recycling facilities.																																																																																						
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Mailing Address:	2122 South Yukon Ave. Tulsa, OK 74107																																																																																																										
Facility Address(es):	<div style="display: flex; justify-content: space-between;"> 2122 South Yukon Ave. Tulsa, OK 74107 EPA ID#:OKD144420981 </div>																																																																																																										
Waste Streams Handled:	Municipal solid waste – residential and commercial; narcotics, illicit drugs, equipment, and other material used in the production of illicit drugs seized by law enforcement; manufacturing wastes; bulk non-hazardous liquids; sensitive and confidential documents; pharmaceutical waste; electronic media; off-spec used oily debris; on-spec oily debris; unused sharps, treated medical waste; aphis regulated materials, toner cartridges																																																																																																										
Brief description of treatment/disposal methods:	<p>Material will be approved for pit mix or hopper feed. Customer is asked prior to shipping to segregate pit mix pallets from hopper feed pallets on truck. Once off loaded pit mix approved material will be pushed into the pit where hopper feed material will be loaded into the hopper.</p> <p>Waste is burned for energy. Any waste that does not burn comes out in the ash.</p>																																																																																																										
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DISPOSAL SITE QUALIFICATIONS
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Attachment 5

Disposal Site Name:	World Oil Recycling																																														
Mailing Address:	2000 N. Alameda Street Compton CA 90222																																														
Facility Address(es):	2000 N. Alameda Street Compton CA 90222	EPA ID#:	CAT080013352																																												
Waste Streams Handled:	Used Oil, Oily Water, Antifreeze/Glycol, RCRA Fuels, Waste Solids																																														
Brief description of treatment/disposal methods:	Used oil, oily water and antifreeze/glycol recycled; RCRA fuels transferred; Waste solids transferred/disposed/recycled; incoming RCRA FUELS WASTE, Solids & waste generated on site as part of our treatment processes & facility maintenance.																																														
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DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Environmental Waste Solutions														
Mailing Address:	31915 Industrial Lane Parker South, AZ 85344														
Facility Address(es):	31915 Industrial Lane Parker South, AZ 85344	EPA ID#:AZR000520478													
Waste Streams Handled:	Non-RCRA, Non-hazardous and Non-regulated wastes														
Brief description of treatment/disposal methods:	<p>Liquids bulked and hauled off site in vacuum tanker for solidification.</p> <p>Solids bulked and hauled off in 40-yard roll-off bins for direct landfill.</p> <p>Waste oil is bulked and sent for recycle</p>														
Summary of compliance history:	<p>ACT Audit: 4/28/2020</p> <table border="1"> <thead> <tr> <th colspan="4">5-YEAR REGULATORY INSPECTION SUMMARY</th> </tr> <tr> <th>Inspection Date</th> <th>Regulatory Agency</th> <th>Findings</th> <th>Follow-Up</th> </tr> </thead> <tbody> <tr> <td>None to date</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			5-YEAR REGULATORY INSPECTION SUMMARY				Inspection Date	Regulatory Agency	Findings	Follow-Up	None to date			
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Disposal Site Name:	US Ecology Nevada, Inc																																																		
Mailing Address:	Highway 95, 11 Miles South of Beatty, Beatty, Nevada 89003																																																		
Facility Address(es):	Highway 95, 11 Miles South of Beatty, Beatty, Nevada 89003	EPA ID#:	NVT3300100000																																																
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Waste Streams Handled:	Wastes accepted include the full range of RCRA hazardous wastes identified in 40 CFR Part 261, polychlorinated biphenyl waste as regulated under the Toxic Substances Control Act (TSCA), industrial, state regulated, and other non-hazardous wastes																																																		
Brief description of treatment/disposal methods:	<p>1. If there are no discrepancies, truck is released to appropriate processing area depending upon predetermined waste management process.</p> <p>- Stabilization: Truck is sent to Batch Stabilization Unit for processing. If a Post TCLP sample is required (e.g. 1st of 2nd time in), processed waste is stored pending results. Otherwise, treated waste is disposed in the Active Cell. Location of waste is documented.</p> <p>- Debris treatment: Truck is sent to Batch Stabilization Unit for processing. Waste is disposed in the Active Cell upon processing. Location of waste is documented.</p> <p>- Direct landfill: Truck is sent to the Active Cell for offloading. Waste is disposed. Location of waste is documented.</p> <p>- RCRA storage / PCB building/Container Storage Buildings: Truck goes to RCRA Storage/PCB Building/CMBs for offloading. Note- PCB items are managed per 40 CFR Part 761 and TSCA Permit requirements.</p> <p>2. Prior to release of the truck the following is confirmed:</p> <p>- Load count</p> <p>- Any discrepancies are resolved</p> <p>- Truck is weighed out</p> <p>- Manifest is signed and transporter is given their copy, truck is released.</p> <p>3. Each bulk load & 10% of containers are uncovered, opened and inspected unless special requirements are in place.</p> <p>4. All paperwork documenting receipt, processing, disposal and/or storage of waste is completed and reviewed and submitted for invoicing.</p> <p>Certificates of Disposal (CDs) are issued upon disposal of waste</p>																																																		
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DISPOSAL SITE QUALIFICATIONS
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Attachment 5

Disposal Site Name:	AERC .com, Inc.																																																														
Mailing Address:	30677 Huntwood Ave., Hayward, CA 94544																																																														
Facility Address(es):	30677 Huntwood Ave., Hayward, CA 94544	EPA ID#:CAD982411993																																																													
Waste Streams Handled:	Fluorescent Lighting Devices - Fluorescent Lighting Ballasts - Mercury - Containing HID Lamps - Universal Waste Batteries - Electronic Scrap - Universal Waste characteristic lamps (other than mercury lamps) - Universal Waste mercury materials																																																														
Brief description of treatment/disposal methods	Aluminum end caps and glass are tested to ensure that they meet the regulatory standard before sent out for re-use or disposal. - Phosphor powder is sent to the AERC, Allentown facility for retort. - Mercury reclaimed at Allentown is sold as either commodity grade or triple distilled grade (99.999% purity). - Empty metal drums are cleaned and reused internally. - Empty boxes and fiber drums are cleaned and reused internally or recycled externally. All containers are decontaminated as necessary. - Mercury contaminated carbon is sent to the Allentown facility to be retorted to recover the mercury and the carbon is recycled																																																														
Summary of compliance history:	ACT Audit: 7/21/2015 <table border="1"> <thead> <tr> <th>Inspection Date</th> <th>Regulatory Agency</th> <th>Findings</th> <th>Follow-Up</th> </tr> </thead> <tbody> <tr> <td>March 2011</td> <td>DTSC</td> <td>Eyewash station found not working properly.</td> <td>Replaced eyewash station.</td> </tr> <tr> <td>March 2011</td> <td>DTSC</td> <td>Aisle spacing found under 21 inches</td> <td>Adjusted aisle to meet requirement.</td> </tr> <tr> <td>July 2013</td> <td>EPA</td> <td>Lamps were found in structurally sound containers</td> <td>Transferred material to new containers.</td> </tr> <tr> <td>July 2013</td> <td>EPA</td> <td>Material stacked past 9' limitations</td> <td>Re-organized material.</td> </tr> <tr> <td>July 2013</td> <td>EPA</td> <td>Box of material found past 90 day storage limit.</td> <td>Materials were processed.</td> </tr> <tr> <td>July 2013</td> <td>EPA</td> <td>A broken bulb was found in a non-closed container</td> <td>Material was transferred to a closed container and processed.</td> </tr> <tr> <td>July 2013</td> <td>EPA</td> <td>Exceeded storage limits</td> <td>Amended general operations practices.</td> </tr> <tr> <td>July 2013</td> <td>EPA</td> <td>Contingency Plan not current</td> <td>Updated list on contingency plan</td> </tr> <tr> <td>July 2013</td> <td>EPA</td> <td>Incorrect container being used for grab sample</td> <td>Purchased correct container for grab sample.</td> </tr> <tr> <td>July 2013</td> <td>EPA</td> <td>Training for 1 employee found incomplete</td> <td>Employee completed training within 30 days.</td> </tr> <tr> <td>July 2013</td> <td>EPA</td> <td>1 container found without accumulation start date</td> <td>Corrected labeling</td> </tr> <tr> <td>November 2013</td> <td>DTSC</td> <td>2 drums found without accumulation start date</td> <td>Corrected labeling</td> </tr> <tr> <td>November 2013</td> <td>DTSC</td> <td>AERC failed to notify the DTSC 30 days prior to accepting any electronic devices from an offsite source.</td> <td>Notification and reports submitted</td> </tr> <tr> <td>November 2013</td> <td>DTSC</td> <td>Collected more than 220 lbs of electronic devices and failed to submit annual report by February 1.</td> <td>Notification and reports submitted</td> </tr> </tbody> </table>			Inspection Date	Regulatory Agency	Findings	Follow-Up	March 2011	DTSC	Eyewash station found not working properly.	Replaced eyewash station.	March 2011	DTSC	Aisle spacing found under 21 inches	Adjusted aisle to meet requirement.	July 2013	EPA	Lamps were found in structurally sound containers	Transferred material to new containers.	July 2013	EPA	Material stacked past 9' limitations	Re-organized material.	July 2013	EPA	Box of material found past 90 day storage limit.	Materials were processed.	July 2013	EPA	A broken bulb was found in a non-closed container	Material was transferred to a closed container and processed.	July 2013	EPA	Exceeded storage limits	Amended general operations practices.	July 2013	EPA	Contingency Plan not current	Updated list on contingency plan	July 2013	EPA	Incorrect container being used for grab sample	Purchased correct container for grab sample.	July 2013	EPA	Training for 1 employee found incomplete	Employee completed training within 30 days.	July 2013	EPA	1 container found without accumulation start date	Corrected labeling	November 2013	DTSC	2 drums found without accumulation start date	Corrected labeling	November 2013	DTSC	AERC failed to notify the DTSC 30 days prior to accepting any electronic devices from an offsite source.	Notification and reports submitted	November 2013	DTSC	Collected more than 220 lbs of electronic devices and failed to submit annual report by February 1.	Notification and reports submitted
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DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Freon Free INC	
Mailing Address:	4747 Central Way, Fairfield, CA 94533	
Facility Address(es):	4747 Central Way, Fairfield, CA 94533	EPA ID#:
Waste Streams Handled:	AC, Package Unit, Refrigerator, Stoves, Microwaves, Water Heaters, Washers, Dryers, Furnaces, Space Heaters, Dishwashers E-WASTE SCRAP METAL, cylinders	
Brief description of treatment/disposal methods:	Recycling center	
Summary of compliance history:	N/A	

DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Visions Quality Coatings	
Mailing Address:	4105 South Market Court, Suite A, Sacramento, CA 95834	
Facility Address(es):	4105 South Market Court, Suite A, Sacramento, CA 95834	EPA ID#:
Waste Streams Handled:	Latex paint	
Brief description of treatment/disposal methods:	latex paint recycling	
Summary of compliance history:	N/A	

DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Modern Recycling	
Mailing Address:	4391 Pell Dr #G, Sacramento, CA 95838	
Facility Address(es):	4391 Pell Dr #G, Sacramento, CA 95838	EPA ID#:
Waste Streams Handled:	Batteries, E waste, Fire Extinguisher	
Brief description of treatment/disposal methods:	recycling	
Summary of compliance history:	N/A	

DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	AERC Allentown Facility	
Mailing Address:	2591 Mitchell Ave, a, Allentown, PA 18103	
Facility Address(es):	2591 Mitchell Ave, a, Allentown, PA 18103	EPA ID#:
Waste Streams Handled:	Batteries, lights, E-waste	
Brief description of treatment/disposal methods:	Batteries, lights, E-waste recycling	
Summary of compliance history:	N/a	

DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Forward Landfill	
Mailing Address:	9999 S. Austin Rd, Manteca, CA 95336	
Facility Address(es):	9999 S. Austin Rd, Manteca, CA 95336	EPA ID#:
Waste Streams Handled:	Non Hazardous waste streams, liquid and solid. Tires, treated wood.	
Brief description of treatment/disposal methods:	Direct Landfill	
Summary of compliance history:	N.A	

DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Industrial Container	
Mailing Address:	749 Galleria Blvd, Roseville, CA 95678	
Facility Address(es):	749 Galleria Blvd, Roseville, CA 95678	EPA ID#:
Waste Streams Handled:	Empty drums and containers for recycling	
Brief description of treatment/disposal methods:	recycling	
Summary of compliance history:	N.A	

DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Mauser Packaging Solutions	
Mailing Address:	749 Galleria Blvu, Roseville, CA 95678	
Facility Address(es):	749 Galleria Blvu, Roseville, CA 95678	EPA ID#:
Waste Streams Handled:	Empty drums and containers for recycling	
Brief description of treatment/disposal methods:	recycling	
Summary of compliance history:	N.A	

DISPOSAL SITE QUALIFICATIONS
Add additional sheets as needed for additional disposal sites.

Attachment 5

Disposal Site Name:	Clean Harbors Colfax Facility	
Mailing Address:	3763 Highway 471, Colfax, LA 71417	
Facility Address(es):	3763 Highway 471, Colfax, LA 71417	EPA ID#:LAD981055791
Waste Streams Handled:	Undeployed air bags, fireworks, rocket motors, munitions, propellants, high explosives, warheads, shaped charges, detonating cord, and nitro-related compounds	
	<p>The Colfax facility is located in central Louisiana approximately 35 miles northwest of Alexandria. With a health and safety record that is unparalleled in the United States, this facility is uniquely permitted to treat over 300 kinds of explosives and reactive waste. Storage for explosives is provided in ten permitted ATF storage magazines.</p> <p>The Colfax facility is capable of treating a wide range of materials from fireworks and contaminated debris to rocket motors. Thermal treatment in 20 permitted burn units treats the waste. Residue is collected from the treatment process and shipped off-site for disposal at an approved facility. Metal by-products are shipped off-site for recycling.</p>	
Summary of compliance history:	N.A	

TECHNICAL AND OPERATIONAL SUPPORT DETAIL

Labor Rates - Personnel Type	\$ per Hour at Straight Time	\$ per Hour at Overtime
Project Manager	\$70.00/hr	\$105.00/hr
Site Supervisor	\$60.00/hr	\$90.00/hr
Chemist/Specialist	\$60.00/hr	\$90.00/hr
Technician	\$52.00/hr	\$78.00/hr
Driver	\$52.00/hr	\$78.00/hr
VSQG Program	Activity	\$ Cost per Appointment
Administrative Appointment Fee	VSQG Appointments	\$25.00
Stop Fee for Shipment Only (no labor)	Activity	\$ Cost/Pick-Up
Truck with Driver	Permanent HHWCFs	\$350.00
Training	Activity	\$ Cost per Person
DOT Training	on line or in person	N/C
Lab Packing	in person	N/C

STANDARD EQUIPMENT AND SUPPLIES PRICING

Attachment 6

Be sure to specify appropriate sizes, quantities in rolls or boxes, etc. Any other consumables please add to sheet - Attach additional sheet for hard copy

Required Equipment and Supplies:	Unit	Unit Cost
Drums, Metal	85 gal	\$295.00
	55 gal	\$95.00
	30 gal	\$95.00
	20 gal	\$95.00
	16 gal	\$98.00
	15 gal	\$98.00
	10 gal	\$98.00
	5 gal	\$49.00
Drums, Fiber (ex. CoPak)	85 gal	N/A
	55 gal	\$32.00
	30 gal	\$26.00
	20 gal	\$26.00
	16 gal	\$26.00
	15 gal	\$26.00
	10 gal	\$18.00
	5 gal	\$9.00
Drums, Plastic	85 gal	\$290.00
	55 gal	\$38.00
	30 gal	\$61.00
	20 gal	\$61.00
	16 gal	\$61.00
	15 gal	\$61.00
	10 gal	\$61.00
	5 gal	\$27.00
Drum Liners	Box	\$125.00
Absorbent, vermiculite	Bag	\$50.00
Absorbent, oilsorb	Bag	\$30.00
Fluorescent Tube Cylindrical Containers 4'	Ea	\$35.00
Fluorescent Tube Cylindrical Containers 8'	Ea	\$57.00
Fluorescent Tube (4'x4') Boxes	Ea	\$14.00
Cubic Yard UN Box Kit	Ea	\$90.00
Cubic Yard Non-UN Box Kit	Ea	\$65.00
Pallets	Ea	\$10.00
D.O.T. Labels (assorted)	Roll	N/C
Hazardous Waste Labels	Roll	N/C
Canopy/Tent with Weight Bags (specify size)	per Event	N/C
Portable Scale	Ea	N/C
Transport/Equipment Truck (specify size, with lift gate)	per Event	\$350.00 Class B
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