

***Request for Proposals for the
Management of the
Sioux Falls Household Hazardous Waste Facility***

September 1, 2023

City of Sioux Falls, South Dakota

Proposal Request No. 23-0101



PUBLISH: September 1 and 8, 2023

REQUEST NO. 23-0101

Request For Proposals

Proposals shall be received on ground floor, City Hall, 224 W. 9th St., P.O. Box 7402, Sioux Falls, SD 57117-7402, not later than 2 p.m., September 28, 2023. **Proposals shall be publicly opened in City Hall, 1st Floor, at 3 p.m.**

The RFP is available online at <http://siouxfalls.org> or from Purchasing at the above address. The City of Sioux Falls reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of Sioux Falls, SD.

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Request for Proposals for the Management of the Sioux Falls Household Hazardous Waste Facility

Section 1 Purpose and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified Firm to operate and manage the Sioux Falls Household Hazardous Waste (HHW) Facility.

1.02 Contact Person, Telephone, Fax Number, and Email

Cherri Hanson, Purchasing Specialist, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

Cherri Hanson, Purchasing Specialist

Phone: 605-367-8868

Email: chanson@siouxfalls.org

1.03 RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP issued: September 1, 2023.
- Questions due: September 15, 2023.
- Proposals due: September 28, 2023.
- Review of proposals: October 1–6, 2023.
- City issues Notice of Intent to Award a Contract approximately: October 16, 2023.
- City issues contract approximately: November 10, 2023.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one (1) original hard copy (marked "Original"), one (1) electronic copy via USB flash drive.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

Customer Services Counter—Ground Floor, City Hall
Attention: Cherri Hanson
The Management of the Household Hazardous Waste Facility
RFP No. 23-0101
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office at the location specified no later than **2 p.m., Central time, on September 28, 2023**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for the actual proposal receipt by the City. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to Cherri Hanson, Purchasing Specialist, at chanson@siouxfalls.org. Answers to questions will be posted on the RFP website that can be found at www.siouxfalls.org/business. The deadline for questions is 12 p.m., Central Standard time, September 15, 2023.

If deemed necessary, addenda to the RFP will be issued and posted on the City's website at www.siouxfalls.org. No addenda will be issued after 5 p.m., September 22, 2023.

Responding Firms are prohibited from communicating in any other manner about this proposal with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting Firm.

Section 2 Introduction

2.01 Introduction

The City is seeking a qualified facility management company to provide management and operation services for the Sioux Falls Household Hazardous Waste Facility (HHW Facility). The Sioux Falls HHW Facility is owned and operated by the City and serves a five-county region including the Sioux Falls metropolitan area: Lake, Lincoln, McCook, Minnehaha, and Turner Counties.

The purpose of the Request for Proposals (RFP) is to identify interested management companies and gauge their performance in managing comparable facilities. The City anticipates entering into a Management Agreement (Agreement) with a qualified management company to operate the HHW Facility. The Agreement will be solely with the City. The management companies will be asked to prepare and present to the City a Management Plan that includes a description of the management company's approach to the scope of services as described in the RFP.

2.02 Review of the Management Proposal

The City will assess the responsiveness to the RFP and review the information in the submittal. The City will contact several of the current clients listed by the management company in reference to performance, responsiveness, and other data. The City will review data submitted to it on comparable facilities and assess the management company's demonstrated knowledge of how to manage facilities similar in type to the HHW Facility. The City will assess the ability of the management company to perform the requested scope of services as demonstrated by the information submitted in the response to the RFP.

2.03 Intent of Submittal

The management company should demonstrate its ability to perform the required services through submission of its Management Plan. The availability and accessibility of personnel, equipment, facilities, and other resources needed to successfully manage the HHW Facility should be addressed.

2.04 Reserved Rights

The City reserves the right to negotiate any aspect of the proposal with any responder and may negotiate with more than one responder. The selection of responders for negotiation purposes may be made through any means that the City views suitable to make their final decision.

2.05 Contract and Fee Negotiation with Selected Management Company

Upon completion of the above assessments, the City will enter into contract negotiations with one Firm.

Section 3 Facility Information

3.01 Facility Information

Prior to 2004, the City used an annual collection event for collection of household hazardous materials. In December of 2004, the City opened a year-round permanent Household Hazardous Waste (HHW) Facility. In 2009, the City added an Electronics Recycling Program providing daily collection of electronics at the HHW Facility. Examples include televisions, computers, video players, gaming devices, handheld electronics, printers, stereo systems, and other miscellaneous electronic devices. This service has escalated operational requirements and helped mold the program into its current state. The selected management company will also be responsible for the operation and oversight of the Electronics Recycling Program. **Table 1** lists the quantities of various materials collected at the HHW Facility from 2020 to 2022. **Table 2** lists the Electronics Recycling Program on a monthly breakdown in 2022. **Table 3** lists materials recycled by outside or local vendors in 2022. All three tables show an encompassing year. The total amount of material processed by the HHW Facility in a calendar year may be conceptualized by analyzing all three tables. The selected Contractor is required to be highly involved in the data management of all three aspects that are managed at the HHW Facility.

Table 1. Summary of 2020–2022 HHW Collection Records

Pounds of HHW Material Disposed—Table 1			
Description of Waste	2022	2021	2020
Laybacks—Small Unbulkable Containers for Incineration—55-Gal. Drum	27,492	28,655	33,564
Flammable Liquids Toxic, Bulkable Labpack—55-Gal. Drum	10,339	20,474	13,758
Pesticide Solid/Liquid Labpack—55-Gal. Drum	11,689	17,529	18,971
Basic Corrosive Labpack—55-Gal. Drum	6,724	10,631	9,741
Acidic Corrosive Labpack—55-Gal. Drum	3,039	3,799	3,624
Aerosols Labpack—55-Gal. Drum	20,269	22,961	20,004
Flammable Solvents Bulk—55-Gal. Drum	20,400	15,600	15,200
Paint Can/Adhesives Paint-Related Material Labpack CYD11G			
Oil Paint (cubic yard) CYD11G	40,472	50,881	51,783

Latex Paint Tote = 860 lbs.	252,883	248,997	235,324
Latex Paint Bulk Pallet			
Latex-Based Driveway Sealer			
1# Propane Cylinders	1,650	1,845	1,444
MAP Cylinders			
Oxygen Cylinders			
Fire Extinguishers	2,397	2,065	1,511
Other Cylinders			
Fluorescent Lamps <= 4 ft.	4,690	5,756	4,207
Fluorescent Lamps > 4 ft. Including CFLs			
Broken Fluorescent Bulbs	60	55	40
HID Lamps			
PCB Ballasts	3,318	1,691	2,293
Lead Materials	125		55
Nonfriable Asbestos			
Mercury Articles/Compounds		112	33
Alkaline Batteries	8,625	9,685	6,254
Nickel Cadmium Batteries			
Oxidizers Labpack	232		108
Lighters			52

Dangerous When Wet Labpack			
Flammable Solids Labpack			
Organic Peroxides Labpack			
Self-Heating Solids Labpack			
Cartridges/Ammunition Labpack	1365	910	585
Total	415,769	441,646	418,551
Average Pounds Per Month	34,647	36,804	34,879

Table 2. Summary of 2022 Electronics Collection Records

Summary of Electronics Collection in 2022 Table 2	
Month	Total Weight
January	44,974
February	53,341
March	61,403
April	72,040
May	85,789
June	85,631
July	90,950
August	94,022
September	67,648
October	62,581
November	69,759
December	55,108
Average Month	70,271
Year Total	843,246

Table 3. Summary of 2022 Vendor Collection Records

Summary of Vendor Collection in 2022 Table 3	
	Totals
20-lb. Propane Tanks (5 lbs./Tank)	
Inkjet/Toner	
Cell Phones	
Rechargeable Batteries	
Cooking Oil (Gallon = 7.77 lbs.)	
Antifreeze (Gallon = 9.34 lbs.)	21,396
Lead-Acid Batteries	
Oil Filters (Drum = 150 lbs.)	1305
Motor Oil (Used for Boilers) 7.34 lbs. Approx.	
Motor Oil (Recycled) 7.34 lb./gal Approx.	
Bulk Latex Reuse lbs.	
Microwaves	
Totals in pounds	22,701

The City's Environmental Services Manager manages the Household Hazardous Waste and Electronics Recycling Program and oversees the day-to-day contract operations of the HHW Facility. The HHW Facility is open approximately 40 hours per week with the current schedule of Tuesday through Friday from 8 a.m. to 5 p.m. and Saturdays from 8 a.m. to 12 noon. The HHW Facility has a reuse room open to the public during operational hours.

3.02 Reuse

The Contractor must show the ability to identify and divert waste into the City's Reuse Room Program. The City requires the Contractor to strive for continued increases in the diversion rate to the Reuse Room. In addition, the proposal should offer suggestions to increase reuse potential for the program.

The HHW Facility is designed as a drive-through collection center where vehicles enter a covered drive-up area. Customers are greeted by the Contractor's staff, that check for residency in the five-county region, record the customer's address, and distribute information. The Contractor's staff members are responsible for screening wastes and unloading vehicles. Materials are accepted and sorted by the Contractor's staff into reuse and hazard categories per chemical compatibility for safe storage according to DOT and EPA regulations. Electronic devices are also accepted at this same location. The Contractor's staff will sort this material as required by the City. Note: The City is not soliciting proposals for transportation/disposal of electronics as part of this RFP.

The City is currently working on obtaining a permit to allow acceptance of conditionally exempt small quantity generator (CESQG) hazardous waste. The City in the interim has developed a CESQG program that the selected Contractor will be required to assist. This program allows generators to register for pick ups that will be provided by the Contractor at the generators' location with the City. The cost for the CESQG services is split between the City and the local businesses participating in the program.

The City's Solid Waste Master Plan and the Sustainability Master Plan can be reviewed for reference on the City's website.

Shown below is a list of acceptable and unacceptable materials.

Acceptable Materials (subject to change):

- Home and garden pesticides (including Dioxin-containing pesticides)
- Chlorinated and flammable solvents
- Corrosives (acids and bases)
- Pool chemicals
- Aerosol cans
- Contaminated/unusable fuels.
- Unusable oil-based/latex paint
- Specialty paints and coatings
- Wood preservatives—(including wood preservatives containing Dioxin)
- Unusable solvent-based products
- Ammunition and explosives [see note below]:*
*Explosives will not be advertised to the public as acceptable at the HHW Facility. However, if delivered to the HHW Collection Facility, the vendor should accept the materials. The vendor will then notify the local law enforcement agency.
- Used motor oil and oil filters
- Antifreeze
- Household batteries (rechargeable)
- Propane cylinders
- Mercury
- Driveway sealer
- Fluorescent lamps
- Gas cylinders
- Peanut/vegetable oil
- Household electronic devices
- Microwaves

Unacceptable Materials (subject to change):

- Radioactive materials including any Uranium or Thorium Compound
- Other pressurized containers except common aerosol cans
- Infectious waste
- Inadequately identified material
- Business-generated wastes

Section 4 Scope of Work

4.01 Scope of Work

The management company must be prepared to manage all aspects of the HHW Facility operations in a safe and professional manner.

Management. Provide professional management for all aspects of the HHW Facility operations. Resources should be expended efficiently and effectively. Ensure that the HHW Facility and its assets are well-maintained in good order, clean, safe, and secure.

Supervision. The Contractor shall be responsible for the supervision and direction of any worker authorized to be in the HHW Facility. The Contractor is solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of work under the contract.

Standards and Governmental Restriction. The Contractor shall adhere to all applicable standards, including, but not limited to, those relating to hazardous waste. The Contractor shall ensure compliance with all federal, state, and local standard laws, regulations, rules, and codes with respect to services it provides in full or in part. Contractor agrees to provide the City with a copy of any report, preliminary report, or findings or preliminary findings (collectively “findings”) of any inspections or investigations conducted by any insurance company and any regulatory body (including but not limited to OSHA, EPA, and USDOT), that are related services to being provided in this RFP, hazardous materials shipped from the City’s HHW facility, or employees hired by the Contractor to work at the City’s HHW facility, with such findings to be provided within 30 days or receipt of such findings by the Contractor.

Ineligible Participants. The HHW Facility is only authorized to accept HHW and Household Electronic Waste (HEW). Currently, the facility is not permitted to accept any business or institutional HHW or HEW. Therefore, the Contractor is responsible through proper screening to ensure that the HHW Facility only accepts HHW and HEW from residents of the five-county region of Lake, Lincoln, McCook, Minnehaha, and Turner Counties.

Customer Services. Provide a high level of quality service to clients and patrons of the HHW Facility. The Contractor is reminded that they are working for the City, and it is their obligation to communicate with citizens and act in a responsible and helpful manner.

Quality Control. Establish and maintain procedures to ensure that the Contractor and its subcontractors provide high-quality services.

4.02 Contractors' Responsibilities

The Contractor shall provide for accepting, unloading, segregating, packaging, labeling, storing, preparing for shipment, and transportation of household hazardous wastes and final disposal as directed by the City. Services shall be provided in accordance with the following:

1. Develop and adhere to an operational plan that will meet the needs of our HHW Facility as described in the intent, introduction, and facility information sections of this RFP that has been approved by the City. Operational plan must at minimum include site operations, material handling guidelines, site restoration and cleanup, shipment and manifest, safety, and emergency response components.
2. Provide helpful and courteous service to the public. The Contractor's staff shall receive appropriate customer service training and support. The Contractor shall have a customer complaint resolution policy in place. The City reserves the right to request different Contractor staffing.
3. Responsible for screening and make every attempt to ensure all participants are from the five-county service area including Lake, Lincoln, McCook, Minnehaha, and Turner Counties.
4. Responsible for screening and ensure all materials accepted at the HHW Facility are only from household residents and not business materials and waste from commercial or industrial or institutional facilities.
5. Provide qualified staff to answer questions from the public, both in person and over the telephone. The Contractor shall disseminate only information approved by the City. The Contractor shall respond to inquiries from the public within one working day.
6. Provide labor, tools, equipment, supplies, and materials for the Contractor's use in the operation of the HHW Facility.
7. Operate the HHW Facility in an as cost-efficient and effective manner as practical. Confer with the City as necessary regarding upgrades and improvements to the operational plan.
8. Attempt whenever feasible to meet the City's material and waste hierarchy of reuse, recycle, process/treat, minimize, and consolidate as much as possible prior to shipment and final disposal.

9. Develop and maintain a Standard Operating Procedures manual in conjunction with City staff.
10. Maintain all applicable logs, reports, and data necessary for compliance with the approved operational plan. Prepare monthly reports documenting waste received, reused, and recycled, number of customers, costs, and other information necessary to account for the status of the program by the fifth day of the following month.
11. Provide litter control and cleanup on site as necessary.
12. Immediately respond to and perform containment and cleanup of any release by customers, staff, or vendors at the HHW Facility and the Reuse Room and vicinity.
13. Meet the responsibilities and recommend qualifications and trainings required by applicable laws, rules, and regulations as outlined in the approved operational plan.
14. Accept waste from customers at the HHW Facility. The HHW Facility shall be open to the public approximately 40 hours per week on days and schedules established by the City. The City reserves the right to adjust the schedule upon providing a 30-day notification in writing to the Contractor unless otherwise agreed upon by the City and the Contractor. The HHW Facility shall operate in such a manner to maximize use and convenience by the public. The HHW Facility will be closed on the following observed holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, and Christmas Day.
15. Schedule and organize mobile HHW and HEW collection events at remote regional communities approved by the City. Any out-of-pocket costs documented by the Contractor above and beyond the contract, which is approved by the City, will be reimbursed to the Contractor.
16. Screen and unload customer vehicles in a friendly and efficient manner.
17. Operate a free product reuse program at the HHW Facility for the public. The redistribution program will use procedures jointly established by the Contractor and the City.
18. Properly sort, segregate, and store by the end of the day all recyclable materials and special wastes received during that day.
19. Load materials into containers or vehicles and transport to markets or disposal sites consistent with federal or state requirements.
20. Accept and identify unknown household hazardous waste using procedures jointly agreed upon by the City and Contractor.

21. Process, treat, or transport for recycling household hazardous waste, special waste, and recyclable materials using procedures jointly agreed upon by the City and Contractor.
22. Provide for disposal and transportation of household hazardous waste to City-authorized, audited, and approved end disposal sites.
23. Properly process shipping documents and sign if required. Properly label all containers for shipment required by the South Dakota Department of Transportation's (SDDOT) regulations.
24. Provide a detailed and bound annual report for the HHW Facility by January 31 of the following year. This report should include the annual amount of materials shipped, a breakdown of costs, Reuse Room totals, and any other items relevant to the operations of the HHW Facility as determined by the City. An electronic copy of the annual report should also be provided to the City.
25. Work with the City to develop standard operating procedures for acceptance of conditionally exempt small quantity generator (CESQG) hazardous waste.
26. While a permanent CESQG program is evaluated, the Contractor will be responsible for aiding the City in a mobile CESQG collection program. The Contractor will be required to conduct a milk-run collection by going to and servicing preapproved CESQG businesses up to one event per month dictated by demand. Preapproved CESQG businesses will be afforded prices established in this contract or comparable prorated prices approved by the City. Any additional fees like mobilization shall be negotiated between the City and Contractor.
27. Contractor shall ensure all employees have been properly trained in accordance with industry standards, federal, state, and local training requirements. This training shall include, but is not limited to, the following training: 24/40hr HAZMAT, DOT training, OSHA training, first aid training, fire extinguisher training, as well as all applicable training refreshers to keep records active.
28. Upon request, the Contractor will also provide an annual hazardous waste categorization training to the Environmental Division. This will give the Environmental Division the knowledge to assist or respond in the event of an emergency.
29. Assist the City in developing an operational plan for the HHW Facility. Recommend equipment and operations software to operate the HHW Facility in an economical and efficient manner.
30. Conduct daily, weekly, and monthly inspections of the facility to ensure operational safety. Copies of these inspections shall be made readily available upon request of the City.
31. Provide an emergency contact number to the City for any problem or incident identified in HHW Facility and Reuse Room during off-duty hours.

32. The HHW Facility may accept certain residential items (i.e., fireworks) that have disposal rates that are subject to market changes throughout the year, so no set price has been established in Exhibit 3. The HHW Facility may also receive unique waste materials that have not been addressed in this contract. In these situations, the Contractor should receive advance approval from the City representative to accept these wastes on a case-by-case basis. If approved by the City, the Contractor shall only charge the actual disposal costs plus the approved overhead markup rate set in Exhibit 3 for unique case-by-case waste materials.

4.03 Indemnification

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Firm's performance of the Agreement or any other agreements of the Firm, entered into by reason thereof. The Firm shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Firm, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Firm agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

4.04 Insurance Requirements

The offeror shall secure the insurance specified below. All insurance secured by the Firm under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this Agreement.

1. **Workers' Compensation.** Any individual (including sole proprietors)/group/business under contract with the City must procure and maintain workers' compensation insurance with statutory limits of the workers' compensation laws of the state of South Dakota and Coverage B, employer's liability covering operations of the individual/group/business and its contractors/subcontractors. This shall include "Other States Insurance" so as to include all states not named on the "declarations" page of the insurance policy but excepting monopolistic state funds states. The available limits for Coverage B, employer's liability, shall be not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits.
2. **Commercial General Liability Insurance.** Providing coverage not less than that of the standard commercial general liability insurance policy ("occurrence form") for operations of the individual/group/business or its contractors/subcontractors. If the "occurrence form" is not available, "claims made" coverage shall be maintained for three years after final completion and acceptance of the project by the City. The policy shall include

contractual personal injury and property damage liability coverage with total available limits not less than \$1,000,000 per occurrence, not less than \$2,000,000 general aggregate, \$2,000,000 aggregate products, and completed operations. The CGL insurance policy shall name the City and its duly authorized representatives as an additional insured. The City shall be provided with a copy of the certificate and policy endorsement prior to or upon execution of the contract/agreement.

3. **Automobile Liability Insurance.** Covering all owned, nonowned, and hired automobiles trucks and trailers. Such insurance shall provide coverage at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit for each occurrence.
4. **Pollution Liability Insurance.** Proof of pollution liability insurance will be required upon selection. Limits of coverage will be subject to review and approval by the City.

4.05 Subcontracts

Subcontractors may be used to perform work under this contract. If a Contractor intends to use subcontractors, the Contractor must identify in their proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

The **Contractor** shall not sublet or assign any part of the work under this Agreement without written authority from the **City**. All subcontracts shall conform to the requirements of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **City** and **Contractor**.

4.06 City Responsibilities

The City shall provide for overall management of the Household Hazardous Waste Program. This includes the following:

- Provide general oversight of all operations performed by the Contractor.
- Furnish the following equipment for use by the Contractor at the HHW Facility (this list may not be all-inclusive):
 - Forklift
 - Pallet jack
 - Drum grabber
 - Drum dolly
 - Digital scale
 - Scanner

The City agrees to furnish the Contractor a forklift that the Contractor will have inspected by an independent qualified professional to determine whether all operating parts are in good working order. Contractor shall provide an inspection report or checklist to the City. Any repair or maintenance items identified will be remedied at the City's expense prior to use by the Contractor unless the Contractor expressly waives such repair or maintenance item (i.e., chipped paint or other similar items not required for properly functioning equipment or safety). Contractor will be provided with copies of maintenance and repair records and manuals held by the City for the foregoing equipment, if there are any, and Contractor shall maintain a copy of such records for its own use.

- a. Prior to use of the above-listed equipment, an individual authorized to bind the Contractor to the provisions of this Section, will certify in writing that Contractor has had the equipment inspected by a qualified professional to its satisfaction, that the equipment is in good working order, that the equipment is suitable for its intended use under this Agreement, and that it accepts the sole responsibility for operation, maintenance, and repair of the equipment during the term of the Agreement.
- b. During the term of this Agreement, Contractor is solely and exclusively responsible for the above-stated equipment. Contractor is required to train its employees in the proper use of the equipment and any pertinent safety practices. City holds no responsibility to provide any training.
- c. Contractor's employees are required to properly store any such equipment in the HHW building, or other place designated by the City and undertake ensuring unauthorized persons do not have access to use of the equipment (removing keys, for example).
- d. Neither City employees nor persons providing services to the City under separate contract will be permitted to operate the foregoing equipment except as absolutely necessary in an emergency event. If any such emergency use is necessary, the use must be documented, and the Contractor will have the equipment reinspected by an independent qualified professional to determine whether it is in good working order prior to Contractor's resumption of use. Such reinspection will be at the City's expense.
- e. During the term of this Agreement, Contractor is solely responsible for operation, maintenance, and repair of the above-listed equipment, including safety items. **NO GUARDS, KILL SWITCHES, OR OTHER SAFETY ITEMS FOR THE EQUIPMENT MAY BE REMOVED OR DISABLED.**
- f. All inspections, maintenance, and repair will be undertaken by qualified professionals as determined by the Contractor and at Contractor's expense (except for reinspection's as stated above). City will reimburse Contractor for any repair of the foregoing equipment exceeding \$100, should it become necessary, during the period of this contract. If, in the view of the Contractor, replacement of any of the above equipment becomes necessary during the term of this contract, Contractor will notify City immediately. City will determine whether replacement is

reasonably necessary. Any such replacement is subject to budgetary authorization. In the event City does not replace the item, Contractor may replace the item and the parties will renegotiate this Agreement to compensate the Contractor for the use of such equipment.

Following expiration of this contract, the equipment will be returned to the City in the condition received, reasonable wear and tear accepted.

Contractor agrees to defend, indemnify, and hold harmless the City from all claims or liabilities including, but not limited to, attorney's fees arising out of the Contractor's failure to abide by the foregoing conditions of use, or out of the use, maintenance, and repair (or failure to maintain or repair) equipment furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liabilities are the result of an act, error, or omission of the Contractor and/or its employees/agents.

- Coordinate the administration of this Agreement between the Contractor and the City, including, but not limited to, management of materials collected.
- Conduct evaluations of the Contractor for services being provided.
- Provide for maintenance of the HHW Facility and grounds.
- Provide monthly payment of fees for Contractor services.
- Provide all building utilities (heat, water, garbage, etc.).

4.07 Cost Proposal and Term

The Contractor will propose a two-year management proposal with fixed fees stated in Exhibit 3 between the City and the HHW Facility management company. Contractor and City may enter into three additional one-year extensions. The hourly labor rate and waste material rate shall be adjusted on an annual basis. Hourly labor rate adjustment amount will be based on the Employment Cost Index (ECI) as provided by the United States Department of Labor under the category of "Administrative and support and waste management and remediation services." The waste material rate shall be determined by the Waste Collection (56211 is the NAICS code) as the industry type in the Producer Price Index (PPI). Both rates shall be based on the previous calendar year and will go into effect on April 1 of the next year. Minimally, the Contractor must provide the necessary equipment not listed above to run the facility. The contract shall begin January 1, 2024.

4.08 Contract Award

It is the City's intent to enter into a contract with an offeror who best demonstrates the ability to manage and operate the Sioux Falls Household Hazardous Waste Facility for the City. After reviewing the proposals, if the City decides to not enter into contract, the City will notify all offerors.

Section 5 Proposal Format and Content

5.01 Submittal Requirements

In addition to the cost proposal, the submittal must contain the following information:

1. **Cover Letter.** Provide the name and address of the Firm and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide management services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a brief (one-two page) summary of the benefits you believe the City would receive from selecting your Firm.

The cover letter **must be signed** by a duly authorized official of the Firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Firm's offer must be good for 120 days.

2. **Project Team Experience Qualifications.** Provide résumés or a listing of information for each person in your Firm participating who will be managing the HHW Facility. State educational background of each individual, years of experience, length of employment with your Firm, and experience providing management services for HHW facilities. Lead facility program manager required to possess a minimum of two years' experience in leadership role at a permanent HHW collection facility.
3. **References.** Firm shall provide a list with a minimum of three references for permanent HHW collection facilities that the Firm currently manages including facility name, address, primary contact, and phone number.
4. **Experiences.** The primary responder shall have a minimum of five years' experience in owning and operating a RCRA hazardous waste management business. The responder must be able to provide the services and products called for in the RFP solicitation document and the required insurance. The responder shall have controlled ownership and operate at least two RCRA permitted treatment, storage, or disposal facilities. One of these facilities must be RCRA permitted to incinerate hazardous waste.
5. **Ability to Fulfill Contract.** Each Contractor must provide documentation on its financial status. Evidence to be submitted in the proposal should at a minimum include a current audited financial statement that indicates net worth, profit or loss, and general financial statement. Available resources for new business will be investigated prior to any contract award. The Contractor must be able to secure a bond for surety of performance. This data will be used to evaluate the Firm's financial status and will be kept confidential. Responder shall also provide a minimum of three permanent HHW collection facilities contracted directly with

state/county/city agencies that it manages with similar service requirements as outlined in the City's RFP. Provide a brief description including name/location of facility, experience, length of contract, number of employees, and provided services for each facility the responder manages. Responder shall also provide proof of access to a transportation fleet licensed to transport hazardous materials per state/federal regulations for the purpose of performing required management services to satisfy the City's RFP. The Contractor shall be able to secure transportation equipment that can accommodate delivery of supplies and shipment of regulated hazardous waste for transportation to permitted treatment, storage, and disposal facilities.

6. **Other.** This section shall contain information the Contractor would like to present concerning the abilities of their Firm that is not covered above. Examples: references, EPA/fines, DOT/fines, OSHA violations within the past three years, list of approved transporters, TSDFs to be utilized by this contract if awarded, reactive/unknown chemical management procedures, overview of management systems, a sample invoice, and a sample certificate of insurance.
7. **Exhibit 1.** Completed Contractor Basic Data (attached).
8. **Exhibit 2.** Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (attached).
9. **Exhibit 3.** Price Proposal (attached).
10. **Exhibit 4.** Submit an Operational Plan demonstrating technical ability to meet scope of work and Contractor's responsibilities established in this RFP.

Section 6

Review of Proposals and Selection of Finalists for Interviews

6.01 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified based on the following criteria:

The evaluation team will rely on the qualitative information contained and presented in the proposals, the reference checks made, and the ability to work well with other project team members in making the decision to select the most qualified Firm to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

- Experience of staff assigned. 15 points.
- Demonstrated ability to meet applicable federal, state, and local requirements. 15 points.
- Demonstrated experience with similar assignments. 15 points.

- Demonstrated knowledge of project and technical ability in operational plan. 20 points
- A satisfactory record of performance. 10 points.
- Reasonableness of cost for the project. 25 points.

Upon review of the proposals, the City will score the proposals and may short-list and interview the highest-ranking firms. Upon completion of the interviews, the highest-ranking firm may be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked firm, the City may move to the next highest ranked firm or firms. The same process will be repeated with the other ranked firms if no such agreement can be reached. The City reserves the right to not select a firm or firms as part of this process if an agreement cannot be reached or for any other reason.

6.02 Special Conditions

Excluding proprietary information, the proposal and the professional service contract of the consultant awarded, and the contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for a Professional Service Contract," that shall contain the names of offerors who submitted a proposal and the name of the offeror who was awarded the contract; however, the proposals of the submitting offerors not awarded the contract are nonpublic records and will remain confidential.

Section 7 Standard Proposal Information

7.01 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02 Performance Bond Requirement

The Contractor shall post a performance bond equivalent to 100 percent of the total contract amount for each year. Such bond shall be posted upon contract execution and can be renewed on an annual basis.

7.03 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.04 Conflict of Interest

Offerors must disclose any instances where the Firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause

speculation as to the objectivity of the offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

7.05 Offeror's Certification

By signature on the proposal, the offeror certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Firm fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the Contractor in default.

7.06 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your Firm from this procurement.

7.07 Special Conditions

The City reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City.

The City reserves the right to:

- a. Amend, modify, or withdraw this RFP.
- b. Revise any requirements under this RFP.
- c. Require supplemental statements of information from any responding party.
- d. Extend the deadline for submission of responses hereto.
- e. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f. Waive any nonconformity with this RFP.

- g. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Firm.
- j. Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

7.08 Proposal as a Part of the Contract

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

7.09 Additional Terms and Conditions

The City reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposed evaluations.

7.10 Supplemental Terms and Conditions

Proposals, including supplemental terms and conditions, will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the City's rights under any contract resulting from the RFP, will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

1. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
2. If the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

7.11 Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation will commence when the Mayor signs the contract. Upon written notice to the Contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the City.

7.12 Taxes and Taxpayer Tax Identification

The Contractor must provide a valid vendor Tax Identification Number as a provision of the contract.

1. *State and Use Taxes:*
Work for this project is subject to state sales tax and use taxes on materials and equipment. Said taxes shall be included in the contract price. Refer to Supplementary Conditions for additional information.
2. *Contractor's Excise Tax:*
Contractor's excise taxes will be due and payable by the proposer to the South Dakota Department of Revenue. To verify collection and reporting requirements, call 605-367-5800.

Section 8 Standard Proposal Information

8.01 Alternate Proposals

Offerors may not submit alternate proposals for evaluation.

8.02 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

8.03 Right of Rejection

The City reserves the right to reject any proposals in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The Purchasing Office may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Purchasing Office may waive minor informalities that:

- Do not affect responsiveness.
- Are merely a matter of form or format.
- Do not change the relative standing or otherwise prejudice others' offers.
- Do not change the meaning or overall scope of the RFP.

- Are insignificant, negligible, or immaterial in nature.
- Do not reflect a material change in the work.
- Do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any offeror determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

8.04 Clarification of Offers

In order to determine if a proposal is reasonably acceptable for award, communications by the Purchasing Office or the proposal evaluation committee are permitted with any offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

8.05 Contract Negotiation

After final evaluation, the Purchasing Office may negotiate with the offerors of the highest-ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held at City Hall, 224 West Ninth Street, Sioux Falls, SD—a date and time to be determined.

If contract negotiations are held, the offeror will be responsible for all costs including its travel and per diem expenses.

8.06 Failure to Negotiate

If the selected offeror:

- Fails to provide the information required to begin negotiations in a timely manner.
- Fails to negotiate in good faith.
- Indicated it cannot perform the contract with the budgeted funds available for the project.
- If the offeror and the City after a good-faith effort cannot come to terms.

The City may terminate negotiations with the offeror initially selected and commence negotiations with the next highest-ranked offeror.

Section 9 Standard Proposal Information

9.01 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

9.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

9.03 Conflict of Interest

Offerors must disclose any instances where the Firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of or cause speculation as to the objectivity of the offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

9.04 Offeror's Certification

By signature on the proposal, the offeror certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation, and any condition that the Firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls). If any offeror fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the offeror in default.

Exhibit 1—Contractor Basic Data

Please complete the requested information on the form using additional pages where space is not adequate. Please be brief and to the point.

Contractor hereby makes the following proposal, representations, and certifications:

1. Legal Status (sole proprietorship, partnership, joint venture, corporation, or other):

2. Nature of Firm's Business: _____

3. Date Firm Started Business: _____

4. Years of Experience in Providing Similar Service: _____

5. EPA ID No. _____

Ownership of Firm: Identify those who own 5 percent or more of the Firm's ownership:

Name	Years of Ownership	Ownership Percentage	Voting Percentage

6. **Control of Firm:** Identify by name and title in the Firm those individuals (including owners and nonowners) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial Decisions: _____

B. Management Decisions: _____

C. Supervision of Field Operations: _____

7. Has your Firm been cited or fined over the past five (5) years by any environmental regulatory agency for accidents caused by improper handling and/or disposal of materials? If yes, give details:

8. Are there any past, current, or pending financial/legal issues that might jeopardize your Firm's ability to provide the required services at the compensation figures quoted by you for the three-year period? If yes, give details:

9. If the Contractor is a partially or fully owned subsidiary of another Firm, an appropriate statement must be included identifying all levels of corporate management required to approve contracts relating to any project resulting from the proposal.

10. Name, address, and phone number of bonding company, if any:

Bonding Limit: _____

11. Sources of letters of credit, if any: _____

12. Name, address, and phone number of insurance carrier:

Coverage levels:

13. Are you authorized to do business in the state as well as locally, including all necessary business licenses? _____

14. Federal Tax ID Number: _____

Exhibit 2—Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

_____ certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this Certification.
4. Have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

(If the Contractor is unable to certify to any of the statements in this Certification, the Contractor shall attach an explanation to this Certification.)

_____ **certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification.**

Title of authorized official: _____

Signature of authorized official: _____

Date: _____

Exhibit 3—Price Proposal

Waste Stream	Description	Average Pounds/Month	Price	Unit of Measurement	Treatment Method
Labpacks *	Misc. Labpacks	2,492		Per Pound	
Flammable Liquids (HHW3)	Bulkable Flammable Liquids Toxic	1,240		Per Pound	
Pesticide Solid/Liquid	Pesticide Liquid Labpack	1,340		Per Pound	
Incineration Labpacks	Incineration				
Drum Minimum Charges	Small containers			Per Pound	
Basic Corrosives	Corrosive Base Labpack	755		Per Pound	
Acidic Corrosives	Corrosive Acid Labpack	290		Per Pound	
Aerosols Labpack-55-Gal Drum	Aerosols	1,755		Per Pound	
Flammable Solvents Bulk 55-Gal Drum	Bulked Flammable Liquids	1,422		Per Pound	
Nonstandard Oil Paint/Stains	Nonstandard Oil Paint and Paint Product	3,976		Per Pound	
Paint Can Labpack	Standard Paint Products Adhesives and Roof Tar			Per Pound	
Oil Paint	Oil Paints and Stains	3,976		Per Cubic Yard	
Latex Paint (tote)+860 Lbs.	Standard Latex Cans	20,478		Per Pound	
Latex Paint (pallet)	Bulked 5-gallon Containers of Latex Paint			Per Pound	
Driveway Sealer	Water-based Driveway Sealer			Per Cubic Foot	
Waste Butane Lighters	Butane Lighters and Refill Cartridges			Per 10-Gal. Drum	

Propane Cylinders	1# Propane Cylinders	137		Per Pound	
Fire Extinguishers	Household Fire Extinguishers	166		Per Cylinder	
Other Cylinders (R22)	Refrigerant Cylinder			Per Cylinder	
Fluorescent Lamps <= 4 ft	Larger Fluorescent Bulbs including CFLs U-bulbs	407		Per Pound	
Fluorescent Lamps > 4 ft including CFLs	4-ft Fluorescent Bulbs			Per Pound	
HID Lamps	HID Bulbs			Per Pound	
Broken Fluorescent Bulbs	Broken Bulbs Containing Mercury Debris	4		Per Pound	
PCB Ballasts	PCB Ballasts from Households	202		Per Pound	
Nonfriable Asbestos	Nonfriable Asbestos Roof Tars			Per Pound	
Mercury Articles/Compounds	Mercury Articles including Thermometers, Thermostats, and Elemental Mercury	6		Per Pound	
Lead Materials	Lead for Recycling	8		Per Pound	
Oxidizers	Oxidizing Substances			Per Pound	
Dangerous When Wet	Dangerous When Wet Substances			Per Pound	
Flammable Solids	Flammable Solids			Per Pound	
Organic Peroxides	Organic Peroxides			Per Pound	
Ammunition small arms	Cartridges for Small Arms	0		Per Pound	
Unique Case-By-Case Waste Materials					

Approved Case-by-Case Materials	Actual Disposal Cost			Overhead Percentage ____%	
Project Manager	40 hours	160		40 hrs./wk.	
Overtime	5 hours	20		Average 5 hrs./wk.	
FT Environmental Specialist x 2	80 hours	320		40 hrs./wk.	
Overtime	2.5 hours	10		Average 2.5 hrs./wk.	
PT HHW Technician	28 hours	112		Average 28 hrs./wk.	
Overtime	0 hours	0		Nontypical	
Service Fees					
Supplies and Equipment Fees	Forklift	1		Per Month	
Supplies and Equipment Fees	Supplies PPE Drum Transportation	1		Per Month	
Service Fees	Service Fee	1		Per Month	
Monthly Total Estimated Costs =			\$		