

**STANDARD CITY CONTRACT FOR GOODS AND/OR SERVICES FOR THE CITY OF KANSAS CITY,
MISSOURI**

CONTRACT NO.: EV4375

TITLE/DESCRIPTION: HOUSEHOLD HAZARDOUS WASTE OPERATOR/OPERATIONS

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and ARCWOOD ENVIRONMENTAL, LLC ("CONTRACTOR").

Sec. 1. The Contract The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract.
- (b) CITY's RFP No. EV4375 that is incorporated into this Contract by reference.
- (c) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."
 - a.Attachment A: Contract Escalation Contact
 - b.Attachment B: Scope of Work
 - c.Attachment C: Project approach
 - d.Attachment D: Pricing

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on August 1, 2026 and shall end on July 31, 2027. The manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until CONTRACTOR shall bill the City in a form acceptable to the City, on the following basis: per Purchase Order.
- (a) CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount

contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 3. Compensation.

- (a) CITY shall pay CONTRACTOR on the following basis: per approved Purchase order
- (b) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis:
purchase order
- (c) CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. Where damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY *may* withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract. CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (d) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's

Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Civil Rights and Equal Opportunity Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceedings or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on contractor .

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: Attention Procurement Services General
Services Department
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
ps-purchasing@kcmo.org

With copies to: Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

If to the CONTRACTOR:
Name: Steve El-Khatib
Office address: Arcwood Environmental
15330 canal Bank RD Lemont IL 60439
Phone: 6304179205
Email steveel@arcwoodenviro.com

Sec. 18. General Indemnification.

(a) For purposes of this Section only, the following terms shall have the meanings listed:

1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
3. CITY means CITY, its Agencies, its agents, officials, officers and employees.

- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
 - (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (a) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
- 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement

- e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
- 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
- 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
- 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- 5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- 6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the

Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

- b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri. Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (e) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFS, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement

may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

(b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.

(c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.

(d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States similar geographical locations in the similar quantities as of the date of this Contract.

Sec. 24. Assignability and Subcontracting.

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City, except that CONTRACTOR may assign this Contract without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees.. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval except as provided for herein it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services - Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or

jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 27. Minority and Women's Business Enterprises. CITY is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan. If CONTRACTOR fails to achieve the M/WBE goals stated in its Contractor Utilization Plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR'S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.
- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.
- (c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that

are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.

B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.

C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.

- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 44. Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 45. Ban the Box in Hiring and Promotion.

- (a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a

criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 46. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 47. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Sec. 48. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 49. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the

Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

(a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

(b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

(c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

(d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 50. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 51. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo - 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo - 290.340, RSMo even if Contractor fails to notify the City.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

ATTACHMENTS

Attachment A: Contract Escalation Contact

Attachment B: Scope of Work

Attachment C: Project approach

Attachment D: Pricing

CONTRACT ESCALATION CONTACTS

This attachment establishes the operational, service/technical and contractual escalation contacts for the CONTRACTOR and the CITY.

CONTRACTOR'S day-to-day point of contact for operational related issues is:

Supplier Company Name Arcwood Environmental
Supplier Contact Name Tom Brincefield
Supplier Email Thomas.Brincefield@arcwoodenviro.com
Supplier Phone Number 816-260-4851

CONTRACTOR'S day-to-day point of contact for service/technical related issues is:

Supplier Company Name Arcwood Environmental
Supplier Contact Name Libby Fehl-Fort
Supplier Email Libby.Fehl-Fort@arcwoodenviro.com
Supplier Phone Number 816-536-0833

CONTRACTOR'S day-to-day point of contact for contract related issues is:

Supplier Company Name Arcwood Environmental
Supplier Contact Name Shannon Simoneau
Supplier Email ssimoneau@arcwoodenviro.com
Supplier Phone Number 816-769-2840

CITY'S day-to-day point of contact for operational related issues is:

City Company Name: Kansas City Missouri (Water services Department)
City Contact Name: Jessica Jensen
City Email: jessica.jensen@kcmo.org
City Phone Number: 8165130122

CITY'S day-to-day point of contact for service/technical related issues is:

City Contact Name: Keltan Reed
City Email: Keltan.reed@kcmo.org
City Phone Number: 816513022

CITY'S day-to-day point of contact for contract related issues is:

Procurement Name : Azan Ahmed
Procurement Title, Procurement Division : Procurement Officer/Water Services department
Phone : 8165130241
Email : azan.ahmed@kcmo.org

Scope of Work

Project: EV4375 HOUSEHOLD HAZARDOUS WASTE OPERATOR/OPERATIONS

Arcwood is committed to delivering turn-key, compliant, and cost-effective solutions tailored to your needs. We prioritize building strong relationships by actively listening to our customers and providing responsive, reliable service.

Arcwood has specific experience in managing and operating the HHW facility for the City of Kansas City, MO for several years. We believe our philosophies complement the intent of your municipal programs. As in the past, Arcwood will continue to perform annual compliance training and perform scheduled and unscheduled health and safety audits of the facility to ensure that the facility is being properly operated in accordance with federal and state regulations. These audits are routinely conducted at all Arcwood facilities and field operations offices throughout the United States. As an environmental company with a national presence, we are able to provide our clients support from Arcwood's local management team located in Kansas City, MO as well as Arcwood's extensive corporate team in Indianapolis, IN. All of these resources are at your fingertips to ensure that the wastes generated by the City of Kansas City Household Waste collection is managed in the most effective and efficient manner.

In addition to the specific Scope of Services attached that is provided by the City in the RFP, and/or listed in other sections of the Arcwood response, we fully intend to remain a dependable partner that:

- Properly staffs the facility and mobile events
- Leads/manages all aspects of the Regional HHWF's operations, including adequately addressing all applicable local, state, and federal permitting, monitoring, and reporting requirements.
- Maintains the onsite copies of manifests, regulatory reports, training records, and all other regulatory paperwork, including the electronic database that details the amount and type of waste received from each participating city and county. The database will accurately track the total cost of receiving and processing the wastes received so that each participating community can be properly billed for services provided by the Regional HHWF.
- Establishes waste profiles for every waste type received and accepted at the HHW facility, including unknowns picked up during VSQG runs.
- Submits monthly Facility Technical briefs to provide data regarding operations, including the amount and types of wastes shipped out per month, any reported accidents and injuries, and any needs or concerns not otherwise addressed.
- Holds daily safety toolbox meetings and monthly topic specific meetings to ensure a safe work environment. Hold safety standdowns as needed.
- Uses professional judgement and consultation with the City when presented with highly sensitive or explosive items. Notify the City's HHW Program Coordinator and implement

the Contingency Plan, cease operations, and/or call in high haz waste specialists or bomb squads to ensure the safety of the customers and facility staff.

- Accepts security and emergency calls related to the HHW facility on a 24-hour on call basis.
- Maintains traffic control measures during receiving hours.
- Manages the maintenance, upkeep, and housekeeping of the grounds, including subcontractor relationship maintenance.
- Maintains inventory for containers, safety, various equipment, and other supplies required to operate the facility safely and compliantly.
- Assists the Office of Environmental Quality with monthly VSQG pickup requests from various facilities throughout the City, including preparing bill of ladings, tracking weights received, and creating necessary reports so KC Water Services can invoice applicable City departments.
- Follows Consent Decree and all other regulatory requirements.
- Coordinates waste shipments on an as needed basis to maintain compliance with all applicable environmental, health and safety rules and regulations.
- Conducts SWPPP, SPCC, and other applicable facility inspections.
- Ensures waste shipments are coordinated to provide economic and environmental efficiencies.
- Provides innovative solutions to complicated concerns
- Plans, staff, and manage **all** aspects of the contractor's responsibilities for the mobile HHW collection events.

It is our pleasure to be of service to the City and its constituents.

Scope of Services

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- Submits monthly Facility Technical briefs to provide data regarding operations, including the amount and types of wastes shipped out per month, any reported accidents and injuries, and any needs or concerns not otherwise addressed.
- Holds daily safety toolbox meetings and monthly topic specific meetings to ensure a safe work environment. Hold safety standdowns as needed.
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- Maintains traffic control measures during receiving hours.
- Manages the maintenance, upkeep, and housekeeping of the grounds, including subcontractor relationship maintenance.
- Maintains inventory for containers, safety, various equipment, and other supplies required to operate the facility safely and compliantly.
- Assists the Office of Environmental Quality with monthly VSQG pickup requests from various facilities throughout the City, including preparing bill of lading, tracking weights received, and creating necessary reports so KC Water Services can invoice applicable City departments.
- Follows Consent Decree and all other regulatory requirements.
- Coordinates waste shipments on an as needed basis to maintain compliance with all applicable environmental, health and safety rules and regulations.
- Conducts SWPPP, SPCC, and other applicable facility inspections.
- Ensures waste shipments are coordinated to provide economic and environmental efficiencies.
- Provides innovative solutions to complicated concerns
- Plans, staff, and manage **all** aspects of the contractor's responsibilities for the mobile HHW collection events.

It is our pleasure to be of service to the City and its constituents.

In addition to the Scope of Services provided in the RFP, the Contractor will be responsible for:

- a. Contractor shall supply all personnel, equipment, supplies, and services to meet the requirements set forth in this Contract.
- b. Contractor shall exercise best professional judgment in performing the contract services and shall be liable for any loss incurred by the City resulting from its failure to do so.
- c. Contractor shall perform the services required by this Contract in compliance with all applicable federal, state, and local laws and regulations, including any amendments thereto during the life of this Contract. Contractor shall not perform any function at the HHWF or at any collection event that shall violate the terms of the Consent Decree lodged with the Sixteenth Judicial Circuit Court in case 16CV96-03795.

2. Staffing

- a. Contractor shall provide staff trained in accordance with all applicable state and federal environmental, health and safety laws and regulations with respect to management and operation of the HHWF, including but not limited to, EPA, DOT and OSHA training for hazardous materials operations and transport.
- b. Contractor shall ensure that the HHWF is in compliance with federal, state, and local laws and regulations and operate the facility within the expectations set forth by the City of Kansas City.
- c. Contractor shall staff one site manager, one chemist, and one technician full time, and a part-time temporary technician Thursdays through Saturdays during winter months November 1 through March 31). During summer months (April 1 through October 31), the Contractor will staff one site manager, one chemist, one technician, and two full-time temporary technicians.
- d. Contractor shall ensure that its staff persons and the staff persons of any subcontractor present themselves in a professional and courteous manner to all persons utilizing the HHWF at all times.
- e. Contractor shall staff the H H W F weekly as follows:
 - i. Tuesday, Wednesday and Saturday from 8:00 am until 4:30 pm, and
 - ii. Thursday and Friday from 8:00am to 6:30pm.
- f. Contractor shall receive HHW from citizens and participants on, at a minimum, Thursdays, Fridays and Saturdays of every week, unless otherwise agreed to by the City.
 - i. In no event shall the Contractor collect HHW from citizens or participants at the HHWF on fewer than 3 days a week, one day being a Saturday.
- g. Contractor shall provide a Facility Manager/lead staff person or assistant to the lead that will be available at the HHW Facility at all times during operational hours and ensure that these personnel have completed all legally required training, including but not limited to, the 40 Hour OSHA hazardous waste operations training, the 8-hour OSHA supervisor training, and all subsequent refresher courses.
- h. Contractor shall staff the facility in the most cost effective manner that still meets citizen demand for waste drop-off.

- i. Contractor shall make one staff person available that is suitable for answering phones, and dealing with customer questions and concerns.
- j. Contractor shall ensure that staff signing manifests or other shipping documents are current with the most recent DOT training for Hazardous Materials Shipping and Transportation.
- l. Contractor shall ensure that all staff transporting material possess a Commercial Drivers License with HAZMAT endorsement in addition to any required training, including any DOT training.
- m. Contractor shall ensure, in addition to any required training, that all staff working with waste at the HHWF are respirator certified, have had a respiratory physical and receive a yearly fit test and recertification. All staff working at the HHWF must receive, at minimum, training in OSHA 40 hour HAZWOPER, and have had at least 24 hours of supervised on-the-job training.
- n. Contractor is responsible for keeping its staff properly trained.
- o. Contractor shall maintain a comments box for the public to provide comments regarding customer service and any other issues. Contractor will work with the City to build a specific set of guidelines to deal with customer complaints.
- p. Contractor shall provide of Quarterly Customer Survey reports.
- q. Contractor will provide Monthly Facility Operations Overview reports, providing the amount and types of wastes received and shipped that month, reported accidents and injuries, needs or concerns- Additional items may be included in the report, as agreed upon between the City and Contractor-
- q. Contractor will maintain the current high standards of customer service by having on-going training and having established policies that will be reviewed by the City and modified biannually, if necessary, to ensure that the policies meet the objectives of the program and the public satisfaction.
- r. Contractor will hold regular safety meetings at which time will be allotted to discuss customer service scenarios and operational concerns. Contractor shall use this time to improve customer service and operational efficiency.
- s. Contractor will solely be responsible for ensuring that all traffic control measures are in place during all receiving hours.
- t. Contractor's employees and subcontractors will be trained in proper customer service, waste screening and unloading to help minimize waiting times.
- u. Contractor shall explain all Acceptance policies to the customer in a professional and courteous manner and the safest solution will be provided to them. If the waste is

suspected to be generated from a business activity, the waste will not be accepted from the customer. Alternative disposal options will be provided to these customers.

- v. In the event that a customer should bring in a highly sensitive or explosive item, the first priority will be the safety of all involved. Contractor shall immediately notify the City's HHWF Program Coordinator and implement its contingency plan. If Contractor, in using its professional judgment, can safely handle the material, it shall proceed after consultation with the City. However, in some instances operations may cease and high hazard specialists will be mobilized. Contractor shall ensure that the safety of the customer and facility staff will be given the highest priority.
- w. In the event a customer with a medical condition should become ill, the Contractor will adhere to the procedures in the facility SOP. The scene will be immediately secured while medical help is summoned. First aid or CPR may be given until medical help arrives. All Heritage staff is trained in First Aid / CPR.

3. Facility Management and Compliance

- a. Contractor shall be responsible for all aspects of the operation of the HHWF including compliance with all applicable local, state and federal laws and regulations, including all reporting requirements.
- b. Contractor shall ensure operations are in compliance with all applicable health, safety and environmental regulations, including any RCRA regulations governing LQGs and Missouri state equivalents.
- c. Contractor shall be responsible for general maintenance and upkeep of the facility, its systems and grounds as well as ordering all necessary supplies and equipment for safe and efficient operations. City shall retain responsibility for major capital improvements (HVAC replacement, major structural repairs such as a new roof replacement, parking lot resurfacing, etc.). The decision as to what constitutes a major capital improvement will be made in the City's sole discretion.
- d. Contractor shall provide and implement a plan which will adequately and efficiently ensure housekeeping and litter control is completed. In the event that the City should request changes to the housekeeping and litter control plan, Contractor shall make such changes.
- f. The Contractor shall develop and maintain a site-specific standard operating procedure ("SOP") manual prior to commencing the new contract. The SOP shall cover all operational aspects of the HHWF and shall be reviewable by the City. In the event that the City should request changes to the SOP, Contractor shall make such changes.

- g. Contractor shall develop and maintain a training protocol for employees at the HHWF. In the event that the City should request changes to the training protocol, Contractor shall make such changes.
- h. Contractor shall seek initial approval and, in the event this Contract is renewed, annual review by the City of the housekeeping and litter control plan, the SOP and the employee training protocol.
- i. Contractor shall ensure that all SOPs and protocols include the following plans and protocols:
 - i. The Health & Safety
 - ii. Contingency Planning
 - iii. Collection Day Procedures
 - 1. Opening Procedures
 - 2. Closing Procedures
 - iv. Housekeeping
 - v. Equipment Maintenance
 - vi. RCRA Compliance Plan
- ii. Contractor shall provide its own IT equipment and software, including but not limited to computers, printers, databases, networks, and/or servers. Contractor shall be solely responsible for maintenance of its IT equipment and software. The City shall be allowed to access and Contractor shall make available any record, in any form, Contractor creates or maintains in the course of effectuating this Contract.
- iii. Contractor shall provide a system for maintaining all records including, but not limited to, manifests, waste tracking records, regulatory reports, training records, and all other applicable regulatory and facility paperwork on site.
- l. Contractor shall utilize and maintain an electronic database to track the amount of waste received from each participating governmental or quasi governmental organization authorized to utilize the HHWF or any participate in any mobile event. This database must accurately track the total volume and cost of the waste processed so that each participating community can be billed accordingly.
- m. Contractor shall complete day to day facility maintenance and cleaning, including the Swap Shop area, operations area, hazardous waste bays, facility back lot and all equipment necessary for operations of the HHWF.

- n. Contractor shall inform the City's HHWF Program Coordinator in a timely fashion not to exceed 30 days of any repairs and/or replacements that have been undertaken by the Contractor.
- o. Contractor shall ensure all appropriate regulatory reports are filed with federal, state, and local agencies including but not limited to:
 - i. Quarterly Reports to MDNR;
 - ii. Yearly Tier II;
 - iii. EPA Biennial Hazardous Waste Report;
 - iv. Semi-annual Wastewater Discharge Permit Report at least two weeks prior to the regulatory deadline; and
 - v. Maintain all City permits and inspections required for facility operations including but not limited to:
 - 1. Fire Sprinkler and Extinguisher annual inspections;
 - 2. Backflow inspections;
 - 3. SWPPP;
 - 4. Contingency Plan; and
 - 5. All other required permits or inspection results/forms.
- p. Contractor shall prepare maintain and keep all DOT shipping papers, disposal manifests, land disposal restrictions, and other relevant documentation required by federal and state agencies for waste management and disposal.
- q. Contractor shall notify the City's HHWF Program Coordinator immediately upon arrival of any federal, state and/or local inspectors and defer or jointly lead inspections with the City's HHWF Program Coordinator or designated staff member.
- r. Contractor shall notify the City as well as Federal, State, and local spill response agencies in accordance with applicable laws and regulations when a reportable spill occurs.
- s. Immediately upon receipt of any warning, notification, violation and/or citation, written or otherwise, issued to the City or the Contractor arising from the management of the HHWF or the performance of the services under this contract, Contractor shall give verbal notification to the City's HHWF Program Coordinator.

- i. Within 5 business days after receipt of any warning, notification, violation and/or citation referenced in the immediately preceding paragraph above, a detailed written follow-up report shall be delivered to the City's HHWF Program Coordinator which details each violation received by the contractor and/or subcontractor, from pertinent Federal and/or State agencies and Contractor's response or explanation.
- u. Contractor shall create and maintain a HHWF master database and utilize it to generate Quarterly and Annual reports of waste received and disposed of broken down by participating community, waste type, and final disposal method. All reports are due to the City's HHWF Program Coordinator within 14 business days of the end of the Quarter.
- u. Prepare itemized invoices for payment each month, detailing labor and waste disposal cost within 14 days of month end.
- v. Contractor shall implement any and all compliance plans as required by law and as outlined in its Proposal/Response to the RFP for this contract.

4. Waste Management

- a. Contractor shall manage wastes in the most fiscally efficient and environmentally responsible way. Waste must only be handled and processed by properly trained individuals, including materials that are placed in the Swap Shop for reuse.
- b. Materials Accepted:
 - i. Wastes to be collected as HHW include automotive batteries, automotive fluids, fuels, hobby chemicals, household batteries, lighting waste, caustic and corrosive cleaners, paints and paint related materials, solvents, pesticides and other poisons. Additional material that may be accepted would include items designated by the State of Missouri for the HHWF to accept.
 - ii. Types of waste which will not be accepted include medical waste, radioactive waste, explosives, yard waste, tires, asbestos, garbage, and any waste generated by a business or in the pursuit of commerce. It may be required of the Contractor to assist with disposition of materials "not normally" accepted, especially under public safety situations. Materials not normally accepted that are received through a scheduled and approved drop-off will be paid for by the City.
 - iii. The contractor will be responsible for determining if material presented for drop off is acceptable. Any questionable material should be brought to the attention of the City's HHWF Program Coordinator prior to acceptance.

- c. Contractor shall manage, process, treat, transport, store and dispose of HHW and City facility VSQG in compliance with all applicable laws and regulations.
- d. Contractor understands and shall implement the solid waste management hierarchy to its fullest potential. Contractor shall give preference to strategies that result in the reuse and recycling of materials, followed by waste to energy, then incineration, then land filling respectively.
- e. Contractor shall only enter into agreements with licensed and audited subcontractors to dispose of waste in the most economical way. Preference shall be given to contractors that identify no cost and revenue generating ways to manage waste streams.
- f. In addition to other indemnification in this contract, Contractor agrees to indemnify the City for any violations cited by regulatory inspectors, including the payment of any administrative or civil penalty, resulting from Contractor's occupancy, management, or operation of the HHWF.
- g. Any waste accepted (other than HHW, City facility VSQG, or materials pursuant to 4.b.ii above) at the facility, including but not limited to biohazard, explosives, radioactive material or compressed gas cylinders will be managed and disposed of by the Contractor at Contractor's sole expense.
- h. Contractor shall establish waste profiles for every waste accepted at the HHWF.
- i. Contractor shall perform all segregation, sorting, testing, and packaging of wastes received at the permanent facility and mobile events, including unknown waste.
- j. Contractor shall stage waste for transportation and disposal in accordance with all federal, state and local regulations.
- k. Contractor shall use its best efforts to enter into agreements with subcontractors for wastes that can be recycled at no cost or at a profit to the City if those functions cannot be provided by the contractor for the same pricing.
- l. Contractor shall provide an necessary supplies for waste shipment including drums, cubic yard boxes, liners,, labels placards, manifest and other shipping documents.
- m. Contractor shall prepare, manage, and track, and sign (on behalf of the City) all waste manifests and related paperwork in accordance with the City's expectations.
- n. Contractor shall only utilize permitted treatment, storage, and disposal facilities ("TSDF") for each type of waste received at the HHWF and mobile collections. Contractor shall not utilize a TSDF not previously approved by the City's HHWF Program Coordinator.

- o. Contractor shall screen all waste to determine if it is household in nature. This can include questioning customers on the origin of the material or a review of the type and quantity of material presented. Waste failing to meet the HHW exemption shall not be received by the Contractor.
- p. Waste may only be accepted from Kansas City residents and participating communities for no charge. Contractor shall collect the following information from each user:
 - i. Full name;
 - ii. Address;
 - iii. Phone number; and
 - iv. Type of material accepted or denied (i.e. paint, flammable gases, pesticides, etc.).
- q. Contractor shall make every effort to accommodate customers with special needs. This includes customers with disabilities as well as customers dropping off waste for deceased or infirmed relatives when that customer does not live within the service area, but the HHW is sourced from within the City or within the jurisdiction of a participating community.
- r. Contractor shall ensure that all waste is weighed in and noted on a log sheet for the day, immediately upon receipt.
- s. Contractor shall organize the receiving area in such a way as to allow for quick screening, registering, and unloading. Contractor shall equip the receiving area with carts appropriate for unloading. When a participant arrives to drop off material, HHW program qualifying residents will be verified and the material will be visually screened for any unacceptable items. If the participant should have some unacceptable items present, the policy will be explained and alternatives, as approved by the City, shall be offered. Once unloaded, Contractor shall move material into the segregation area for proper processing. Personal Protective Equipment (PPE) will be required in the receiving area.
- t. Contractor shall segregate the waste materials received by DOT hazard class and proper waste disposal/recycling method.
- u. Contractor shall ensure that unknown or questionable materials that require further investigation will be placed under the chemical hood to reduce exposure and to be screened later.
- v. Bulking will be performed as time allows during normal operating hours.
- w. Customer used oil and gas containers will be emptied and returned promptly, if requested.

- x. The Facility Manager and or Lead Staff Assistant will ensure that all waste is properly packaged and labeled before leaving the facility.
- y. Contractor shall utilize an unknown testing procedure whenever a waste cannot be readily identified. The following procedure allows for the determination of the physical and chemical properties in order to assign a DOT hazard class for the purpose of transportation and disposal.
- z. Contractor shall ensure that unknowns will be packaged and shipped according to law, regulations and best management practices, and shall be packed separately from chemicals that are of a known type. Unknowns will only be packed together that are compatible per their assigned DOT hazard class.
- aa. Contractor shall ensure that safety will be the top priority during the unknown testing procedures. Adequate PPE will be worn. Testing will only be done in a hood or in an area where toxic vapors can be vented. Before testing, each chemist will ensure the area is free of hazards and emergency equipment is available nearby, including but not limited to, fire extinguishers, eyewash stations, first aid kit, and/or safety shower. Level C PPE shall be required for unknown testing.
- bb. Waste packing and bulking procedures will be broken down into three categories.

- i. Loose Pack Program

- 1. Once the HHW is received, the material can be immediately segregated for loose packing and placed in the appropriate container. It is the responsibility of the Facility Manager to ensure that material is properly sorted. All containers are labeled at the beginning of packing activities, although accumulation start dates do not begin on containers 55 gallons and smaller until the package is full. Once the container is full, it's sealed, the accumulation start date is noted on it, and the container is denoted in the drum log. In case of an emergency, KCFD will be able to access this information.

- ii. Lab Pack Program

- 1. There are still instances when it's necessary to lab pack material. The three general limitations to loose packing are the following:
 - a. Unknowns / field characterized materials
 - b. Oxidizers and other reactives
 - c. Materials subject to the "Dilution Rule" (Appendix XI to Part 268 of 40 CFR)

2. Once the determination is made that lab packing is appropriate, the protocol is similar to the loose packing procedure except that the material must be inventoried. The inventory will also need to be approved by the TSDF prior to shipment.

iii. Bulking

1. The following procedures will be used for bulking flammable liquids. All flammable liquids will be bulked in the Flammable Storage Area using PPE Level C. The Heritage Health & Safety Manager may choose to modify this procedure during an audit of the facility.
2. Properly label a 55 gallon closed head drum according to its contents.
3. The appropriate PPE (Level C for flammable liquids and Level D for non-hazardous liquids) will be worn.
4. Verify the drum has been grounded to prevent sparking.
5. Place a plastic funnel into the bung opening.
6. Make sure spill kits are properly stocked for potential spills.
7. While pouring contents into the funnel, frequently check the drum level to prevent overfilling.
8. Containers with un-pourable residues or sludge will be loose packed appropriately.
9. Once the drum is full, close it securely, place it in the proper storage area, and record it in the drum log.

cc. Procedures for handling reactive waste, explosives, inhalation hazards and other sensitive items

- i. Contactor shall ensure that the first priority in handling any sensitive item is the health and safety of the customer and staff. PPE requirements will be situation-dependent, but a minimum of Level D PPE will be required in all situations.
- dd. Contractor shall ensure that all containers will have proper labeling and marking. All containers will also be cataloged in the drum log. Full waste containers will be stored and segregated properly. When stored, the labels will always be visible and in orderly aisles which allow for easy inspection of all containers.**

5. Waste Disposal

- a. Contractor shall ship waste on as needed basis to maintain compliant status at the HHWF. All shipments shall be conducted in compliance with all applicable environmental, health and safety rules and regulations.
- b. Contractor shall, in conjunction with the immediate above provision, coordinate waste shipments to ensure economic and environmental efficiencies, including but not limited to, utilization of full trucks, shipping in conjunction with other appropriate waste streams, and the utilization of authorized local disposal sites.
- c. Contractor shall coordinate waste shipments with the City's HHWF Program Coordinator and are expected to be scheduled at times when no drop-off appointments are occurring.
- d. Contractor understands and agrees that pricing for waste shipments or disposal costs shall only be revisited during the contract period if a change in contractor processes, regulatory requirements or recycling markets would result in cost savings to the City or an unnecessary burden on the contractor and the City consents to such a change.
- e. Contractor shall prepare, manage, track, and sign (on behalf of the City) all waste manifests and other related paperwork, resulting from management of the HHWF, in accordance with the City's expectations and DOT regulations.
- f. Contractor shall regularly confer at least once a month with City's HHWF Program Coordinator regarding upgrades, improvements and efficiencies at the HHWF.
- g. In addition to any other indemnification provision elsewhere in this contract, Contractor indemnifies the City for all claims made against the City arising from or related to waste shipping and disposal activities Contractor conducts on behalf of the City.

6. Material for Reuse (Swap Shop & Recycled Paint)

- a. Contractor understands that the HHWF defers a significant amount of costs to the taxpayer through material reuse.
- b. Contractor shall identify material suitable for reuse and shall utilize the Swap Shop to its fullest potential.
- c. Contractor shall ensure to the maximum extent possible that no less than 10% of HHW received to be sent out through the Swap Shop each year.
- d. The HHWF consolidates latex paint on-site and processes the paint into 5 gallon buckets for resale to the public at low cost, with cost being set by the City HHWF Program Manager. The Contractor is expected to continue this process of latex paint management. The Contractor will issue a receipt for each paint sales transaction, and all proceeds from the sale of paint will go to Kansas City Water.

- e. In all cases, due diligence will be taken to identify any materials suitable for product reuse.
- f. Contractor shall pro-actively increase reuse volumes while adhering to high standards of quality and safety. The primary objective, due to the high visibility of this program, is to ensure the appearance of the Swap Shop remains a top priority at all times. It will be stocked and cleaned/organized continuously. Contractor's employees shall be trained in the various aspects of the Swap Shop reuse program.
- g. All recycled oil should be offered to Habitat Restore or any other interested parties within the City prior to disposal or recycling. Otherwise, recycled oil will be sent for disposal.

7. Mobile Events

- a. Contractor understands that mobile events are for collection of HHW; however, the City reserves the right to expand the types and scopes of operation(s) with mutual agreement from the Contractor.
 - i. HHW Event. All types of materials are collected, excluding Bio-Hazards, Radioactives, and Explosives. The Contractor supplies vehicles, personnel, material collection, shipping and handling supplies, PPE, site safety plans, and shipping manifests.
 - ii. Additional services such as collections for tires, electronics, metal, appliances, leaf and brush, and paper shredding may be present at the event sites, but are not the responsibility of the Contractor and not covered under the scope of this contract; however Contractor agrees to the maximum extent practicable to coordinate with any additional service providers at any mobile collection event to ensure the health and safety of all persons utilizing the event.
- b. Contractor shall, together with the City's HHWF's Program Coordinator, schedule regional mobile events in conjunction with the City's regional partners. Events within the City will be scheduled with the Public Works Department and any participating communities.

- c. Contractor understands that the number of mobile events vary from time to time and from year to year.
- d. Contractor, together with the City's HHWF Program Coordinator, shall approve sites for mobile collection events.
- e. Contractor's representative will work and communicate with Mid-America Regional Council (MARC) personnel as well as the City's HHWF Program Coordinator to guarantee adequate personnel are mobilized for the event and that the sites are prepared well before the collection start time.
- f. Contractor shall prepare site-set-up, operation, safety, and contingency plans for each mobile HHW event. Prior to the commencement of the start of the collection, Contractor will conduct a site-specific health and safety meeting. At this time, the site plan will be discussed with all personnel on-site. At this time the personnel will also be assigned their duties, assuring premier customer service and operation best practices will be followed.
- g. Contractor will ensure appropriate staffing based upon participation projections are in place prior to the start of the event. In the event the participation is greater than expected, Contractor will divert personnel to assist in the unloading process. Minimizing participation waiting times, while not compromising safety, will be top priority.
- h. Contractor shall provide for the mobilization and demobilization of all equipment, supplies, and personnel related to the preparation, operation, and clean up of the collection site.
- i. Contractor shall provide an operations and safety manager to oversee all activities performed by staff and volunteers.
- j. Contractor shall supply an onsite chemist(s) for HHW events.
- k. Contractor shall provide necessary pre-event training to volunteers and host community staff to ensure that individuals taking part in the event are aware of operational and safety needs. Training should include hazards present on-site, work practices that can minimize risk, safe use of engineering controls and equipment, unloading and handling instructions, and review of site diagram and contingency plans.
- l. Contractor shall perform waste segregation, sorting, testing, packaging, and manifesting and transportation activities including, classifying and handling all unknown waste.

- m. Contractor shall handle and remediate spills, leaks, or other emergencies at the event sites. Areas where chemical handling occurs will be covered with plastic sheeting or other impervious materials. Any access to sewers or other drainage ways will be sealed or diked during site operations. Waste being unloaded from cars by event staff will be placed onto sealed carts and brought to the receiving area. All ignition sources will be eliminated, and unauthorized persons are restricted from the receiving area.
- n. Contractor shall minimize the quantity of drums for disposal. Wastes shall be packaged in accordance with applicable laws and shall follow a least cost approach to the City.
- o. Contractor shall determine wastes to be manifested and sent directly with the Contractor for disposal as well as wastes that will be transported to the HHWF for processing. All waste in containers that are not full shall be shipped to the facility to allow more material to be added, unless such shipment would be unlawful or otherwise dangerous. Once the collection hours are over and the last participant has been serviced, Contractor will arrange a complete demobilization from the site.
- p. Contractor shall hold no more than 2 mobile events on any weekend and events should normally be held on Saturday mornings.
- q. Contractor will use the same unloading procedures as well as waste acceptance/rejection protocols as at the permanent HHWF.
- r. Contractor will begin minimal screening for reuse at the mobile events including latex paint and aerosols only.
- s. Contractor will implement a contingency plan for handling issues including weather abnormalities, more customers than expected, and a shortage of volunteer staffing. Weather will be checked 24 hours prior to the event and supplies and materials will be adjusted accordingly. On the date of any mobile events, Contractor will have employees available on an "on call" bases in case additional personnel will be needed for the event.
- t. The contractor shall supply all documentation required by such events, and maintain contractually mandated insurance coverage. Contractor shall, upon request by the City, name additional parties additional insureds for mobile collection events.
- u. Host Community Responsibilities for Mobile Collection Events:
 - i. Notify local emergency response entities of events.
 - ii. Provide collection site and security.
 - iii. Provide advertising and publicity for the mobile collection event.

- iv. Provide volunteers for traffic control and to survey participants as well as other duties such as stacking paint, bulking motor oil, and other functions deemed by the Contractor to be appropriate to the skills and qualifications of the volunteer.
- v. Provide morning refreshments and lunch for volunteers and workers.
- vi. Provide toilet and hand washing facilities and a water source for emergency eye wash stations and decontamination needs.
- vii. Provide a forklift and driver and an adequate roll-off container for solid waste.
 - 1. Except that the forklift and driver are the responsibility of the Contractor for Kansas City neighborhood sponsored events.
- v. For each mobile collection event, Contractor shall generate two copies of a final report to be submitted to the City's HHWF Program Coordinator, within 14 business days of completion of each event. These reports should at minimum list the number of vehicles received, the community the waste originated from, and the total weight of waste received broken down by waste type.
- w. Contractor shall ensure that identification information from each participant is collected. Contractor shall utilize forms which substantially conform to **Exhibit A** attached hereto.

8. Emergency Response and Illegal Dumps

- a. Contractor shall assist with the disposal of waste received at the facility from illegal dumps within the City or from any regulatory agency currently contracted with the City to receive such assistance. In any event, Contractor shall notify the City's HHWF Program Coordinator and obtain consent prior to any acceptance of any waste from emergency response or illegal dumps.
- b. The Contractor will only be required to assist during the operational hours of the facility.
- c. All illegal dumps received at the facility must be scheduled with the City's HHWF Program Coordinator prior to acceptance.
- d. Contractor is responsible for maintaining a database of all illegally dumped material accepted, total weights received, and any associated emergency response numbers issued by the MDNR.
- e. Contractor shall notify the City's HHWF Program Coordinator of any requests for emergency response assistance immediately upon receiving the request.

- f. Contractor shall assist City staff and other regulatory agencies with emergency response related drop-offs at the facility.
- g. Contractor shall create and maintain a database of all emergency response related materials received including type, weight, any associated emergency response numbers, and final disposition of the material.

9. Very Small Quantity Generator Waste

- h. Contractor shall coordinate with the City of Kansas City's Office of Environmental Quality ("OEQ") to schedule and ensure VSQG collection from City facilities. Contractor shall collect VSQG waste on a monthly basis. Contractor shall supply vehicles and staff for all VSQG collection activities.
- b. The Contractor shall prepare the Bill of Lading for each pickup and accurately track the weight received from each city department for billing purposes.
- c. In addition to any other record keeping requirement, Contractor shall forward a courtesy copy of all Bills of Lading connected with the City's VSQG program to OEQ on a monthly basis.

CONTRACT BILLING AND INVOICING

Contractor shall bill the City for actual costs incurred to perform the services required by the City, subject to any limitation imposed by this Contract. The City shall not reimburse Contractor for work related to Mobile Events unless such work or event is approved in advance by the City's HHWF Program Coordinator.

Exhibit A

Mobile Collection Sign-in Sheet

Event Site:	Date:	
City of Origin	Number of Households	Used Service Before Y/N
1		
2		
3		
4		
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OCCUPANCY OF THE HHWF BY CONTRACTOR

1. This Contract contemplates the use and occupancy of a facility by Contractor for the purposes of effectuating the services required by the City and this Contract. City and Contractor agree that this Contract for services is not and shall not function as a Contract of any kind, nor shall it grant any rights to the Contractor in the property, lease-hold or otherwise. Contractor is licensed to use the HHWF.
2. The HHWF shall be used for the purposes of effectuating the services under this Contract and no other use unless specifically authorized by the City through its Director of Water Services, or his or her designee.
3. On the surface, Contractor has inspected and knows the condition of the HHWF and accepts the same in its present condition. The environmental conditions of the property were not fully assessed through a Phase I investigation prior to occupancy, and Contractor accepts no liability for the environmental condition of the property prior to occupancy of the facility. Contractor will vacate the property upon termination of the Contract and return to the City in generally the same condition as received. In any event, upon termination Contractor shall ensure that the HHWF shall be empty of all HHW or CESQG waste.
4. City or City's agent may enter the HHWF at any time, to do anything and for any reason in areas that are not used to process hazardous materials. To access the hazardous materials processing area, the City's agent has to have applicable PPE (safety glasses & safety shoes) and has to be escorted by Heritage supervisor or his/her designee.
5. Contractor shall not make any alterations or additions in or to the HHWF, without the prior written consent of City.
6. Contractor agrees that all property of every kind and description kept, stored or placed in or on the HHWF shall be at Contractor's sole risk and hazard and that City shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating at the HHWF or from the surrounding property.
7. Contractor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting use of the HHWF thereof. City shall be responsible for the zoning, building and property capital maintenance costs, and save Contractor harmless from expense or damage resulting from failure to do so. The Contractor is responsible for the day to day ongoing maintenance including the grounds.
8. If not otherwise applicable, execution of the attached Contract and any amendment thereto, constitutes agreement with and consent to the above obligations and provisions.

Project Approach

Please prepare responses for each of the following in the space provided:

1. Discuss your approach to the deliverables in this project with specific references to the services requested in the RFP.

Staffing

At the City of KCMO HHW facility and mobile events, we have made a commitment to operate safely. It is our belief that working safely is part of everything we do. Our goal is to have no accidents, no spills, and no other incidents, which could adversely affect our employees, the public, or the environment. Our staffing procedure has been developed to provide a guideline to determine the safest and most efficient process for conducting HHW collections.

PERSONNEL RESPONSIBILITIES

The Technical Services Manager/Project Manager is responsible for the overall management of the HHW event - includes contract negotiations, site selection and set-up, staffing, worker payroll, personnel management, on-site/collection management, site safety plan preparation, waste stream profiling, coordination of transportation, disposal acceptance, Certificates of Disposal and invoicing. It is also the responsibility of the Technical Services Manager/ Project Manager to know whether the individual state regulates Household Waste, They also oversee the

Field Chemists will be assigned by the Manager to coordinate the proper packaging of wastes in accordance with all applicable rules, including proper waste classification, lab packing, container labeling, assuring proper container counts and preparation of all shipping documents.

Arcwood HHW Workers are responsible for performing the assigned work in a timely and safe fashion. This includes arriving on time, wearing the prescribed PPE at all times, and handling all chemicals and wastes in a manner protective of human health and the environment.

Non-Arcwood HHW Volunteer/Subcontracted Workers perform work assigned by the manager or on-site supervisor - primarily involved in the unloading of cars. Non-Arcwood HHW Volunteers/Subcontracted Workers may only consolidate used oil, antifreeze, and containerized paint at mobile events.

Class A and B Hazmat Licensed Truck Drivers properly and safely transport wastes to designated facilities or 10-day transfer facility in accordance with DOT regulations.

Arcwood has managed the HHW program and facility with the help of Tom Brincefield in the position of Facility Supervisor. Tom Brincefield has over 15 years of experience in the Kansas City, MO HHW program. The Field Chemist and Field Technician position will continue to be staffed with experienced personnel. The resume of Tom Brincefield can be found in Personnel-Section 3 where we have also included resumes of key personnel with whom City of Kansas City, MO HHW Facility will have close contact. This includes the Area Manager Tanya Cotten, Technical Services Manager Libby Fehl-Fort, Environmental Services Coordinator Jared Beynon. Experienced Field Chemists and Technicians will be utilized to complete the staffing needs for an efficiently operated program.

Arcwood Training Program

Training relevant to the scope of this project.

1. Prior to starting work at a RCRA facility, hazardous waste operations employees under 29 CFR 1910.120 receive 40 hours of initial training with at least three days of supervised on-the-job training. Such training includes, but is not limited to, the following:
 - Orientation on hazardous materials
 - OSHA Regulations
 - DOT Regulations
 - EPA Regulations
 - HAZMAT Awareness
 - Hazard Communication
 - Preparing HAZMAT for Transportation
 - Personal Protective Equipment
 - Chemical Handling Safety
 - Basic Toxicology
 - Fire Extinguisher
 - Forklift Operation
 - First Aid / CPR
 - Facility Specific SOPs

As part of this program all personnel are required to undergo a physical examination, including the ability to wear respiratory protection, on an annual basis.

2. The Facility Supervisor and other personnel involved in supervision of other personnel also receive additional training in accident investigation and reporting, safety supervision, and supervision of operations and field workers.
3. All field chemists attend on-site lab pack training at one of Arcwood's Treatment, Storage and Disposal facilities. This weeklong training specifically addresses waste handling and packaging guidelines, including reactive materials, PIHs, cylinders, and unknown testing procedures. The training also includes significant hands-on training
4. Class A and B CDL with HAZMAT endorsement and DOT training per 49 CFR 172 Subpart is required of each field chemist. This includes passing a CDL medical examination.
5. Forklift operator safety training meets all OSHA requirements: 1910.178, 1910.67, and 1926.453 and ANSI Standards A92.3, A92.5 and A92.6.
6. All Arcwood employees receive First Aid and CPR training.
7. All Arcwood employees receive hands-on fire extinguisher training per 29 CFR 1910.

Training Implementation

All safety-sensitive Arcwood employees receive the OSHA 24 or 40-Hour HAZWOPER and 8-Hour DOT training prior to beginning work. Much of this training is accomplished through online training modules. This training is augmented through annual refresher training or other time spans such as forklift training which is required once every three years. In addition, all Field Chemists are required to undergo DOT training every three years. All additional training is completed as soon as is feasible. Additionally, Arcwood policy requires monthly safety and training sessions to familiarize employees with new equipment, hazards, and technology and to reinforce prior training. At these meetings we address several topics such as procedures for dealing with business waste or the contingency plan for highly sensitive materials. Arcwood would like to work with the City of Kansas City, MO as much as possible so there is an opportunity to share resources to further benefit the program.

Compliance/Facility Management

Arcwood will provide Missouri Generator Quarterly/Annual Reports as well as EPA Biennial Reports to the City of KCMO. Arcwood will ensure that all SOPs are current and up to date. If an SOP is found to be inadequate then a new SOP will be written and implemented. Arcwood will work with the City of KCMO HHW to ensure that all material entering into the facility is properly recorded and entered into a database. Received material will be tracked by city of origin, weighted and properly recorded into a database. All Arcwood personnel will be trained on what material is acceptable and what municipalities are available to use the KCMO HHWF. Arcwood will work with KCMO and MARC to identify changes in participating communities and how to properly handle non-participating communities. Arcwood will also work with KCMO HHW and MARC to ensure that no commercial waste is received at the KCMO HHWF. In the event a commercial operation tries to bring in waste, they will be advised of alternative disposal options and explained the regulatory stipulations. Organization and cleanliness of the facility will be the responsibility of all staff before/during/after collection hours. Arcwood will utilize a WBE/MBE/DBE contractor to provide janitorial services for the KCMO HHWF public spaces, offices and restrooms. A WBE/MBE/DBE contractor will also be arranged for lawn maintenance and/or snow removal. Facility compliance and housekeeping will be of the utmost priority. Sufficient time will be allotted before and after each collection day to ensure strict compliance and proper housekeeping. A Program Staff employee will perform a weekly inspection each week, and these inspections will be kept on-hand for review to ensure strict facility compliance. Housekeeping and litter control will be performed on a regular basis. An internal safety and compliance audit will be performed by Arcwood periodically to ensure that KCMO HHWF is meeting all regulatory standards.

Waste Management

Material brought into the KCMO HHWF will be screened for reuse or disposal. Any material that is deemed acceptable for reuse will be offered to the public or processed onsite for recycling. This material is weighed and recorded in the program database. Material that does not meet reuse/recycle requirements will be designated for disposal.

When available Arcwood will use local recyclers and will look for non-cost options. Also, when available Arcwood will examine methods of disposal where recycler pays City of KCMO for material, as example lead acid batteries to Interstate Batteries. Currently; Arcwood sends ZERO pounds of City of KCMO HHW waste to the municipal landfill. We will continue to perform these services to meet the intent of the program: protection of human health and the environment.

Should a resident bring in a highly sensitive or explosive item, the first priority will be the safety of all individuals onsite. The Facility Supervisor is notified immediately and the Contingency Plan will be executed. Specific actions depend upon the circumstances and will be under the judgment of the Facility Supervisor in cooperation with the Technical Services Manager and Health & Safety Manager. If Arcwood staff can handle the material safely, we will proceed. However, in most instances operations will cease and the local bomb squad will be called into action. The safety of the customer, facility staff and City's property is Arcwood's top priority.

Latex paint processing and management

Latex paint is the largest waste stream brought into the KCMO HHWF. Arcwood Environmental has revamped portions of the paint recycling program to help offset disposal cost for latex paint, thereby saving the City of KCMO money and is eager to restart the program it has helped shape.

Each container with latex paint will be opened, assessed, and segregated into three management classes:

Management Class:	I	II	III
Description	Paint cans look fairly new, no paint separation inside; any color	No paint separation inside, colors have to be white, light brown, or gray	Old, rusted paint cans, frozen paint, unusable dark colors
Reuse/Disposal method:	Swap shop	Bulk into 350-gal tote separating white from light brown and grays. Paint will be filtered and pumped into 5-gal plastic containers	Containers are placed on pallets or into CY boxes to be sent to an energy recovery plant as "clean energy"
Advantages:	Customer can pick good paint at no cost	Paint to be sold to public at low cost determined by City of KCMO	Energy recovery plants make steam for power plants and oil refineries conserving natural resources

Waste Disposal

A typical shipment day will take place during non-collection hours. Arcwood will plan to have the waste transported directly from the Kansas City, MO HHW facility to the TSDF. By shipping directly to the TSDF, transportation costs will be minimized. Shipments will require 1-2 Arcwood employees, not including the transport driver. This will either be the Facility Supervisor or Field Chemist and a Field Technician. Arcwood will prepare all necessary paperwork, including a pre-printed manifest. Most waste for disposal will go directly to a Arcwood owned and operated TSDF, transported by either Arcwood Transport or an approved Arcwood transportation company. By utilizing Arcwood assets we can control the quality of services and regulatory obligations while reducing cost to the City of KCMO HHWF.

Swap Shop

Arcwood appreciates the importance of the Reuse Program to the Kansas City, MO and its residents. Over the past 20+ years, through the combined efforts of Arcwood and the Kansas City, MO staff, the annual volume of reuse offered to residents has increased. Arcwood looks forward to the opportunity to continue working with the City in exploring ways to maximize this important program. As in the past, Arcwood will proactively search for ways of increasing reuse volumes while adhering to high standards of quality and safety. The primary objective, due to the high visibility of this program, is to ensure the appearance of the Swap Shop remains a top priority at all times. It will be stocked and cleaned/organized at a minimum of two times per week. We will also make a concentrated effort to maintain the high-quality customer relations that the public has come to

expect by being available and conscientious in our responses to the public during their visits to the Swap Shop. All Arcwood employees will be thoroughly trained in the various aspects of this program.

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The following section will discuss how Arcwood would continue to operate the mobile events if awarded this contract:

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Unique services and waste management tools

- Program Manager – The program manager would be the Single Point of Contact (SPOC) for all activities and would address Kansas City, MO specific HHW environmental needs.
- DOT regulations require shippers and generators of hazardous materials to supply an emergency telephone number to be accessed while materials are in transit or storage (49CFR172.602.604). To help Kansas City, MO comply with this regulation, Arcwood will provide its Emergency Response Communication Information Service on all Arcwood transported waste at no cost to the City.
- Arcwood suggests that Kansas City, MO HHW would benefit and see value from Arcwood having a Kansas City, Missouri presence as a KCMO based service center for the following reasons:
 1. Response Time - (People, equipment, overall response time for emergencies, etc.)
 2. Transportation/Distance (Less time on the road, better response time).
 3. Missouri Regulations - Arcwood is familiar with all State specific regulations. Arcwood reviews and comments on all proposed regulations and is currently the Environmental Services provider for other State Contracts and services numerous State of Kansas Generators.
 4. Under the Arcwood waste approval assurance plan, all testing for waste profiling is completed and a certified lab report is produced for each wastestream. This certified lab report may be used for regulatory reporting.
 5. Arcwood's bar code system allows for accurate tracking of waste and liability protection. Arcwood is able to provide (if needed) detailed reports that itemize what materials were sent, when, and to where. Arcwood leads the industry in providing electronic data and information access to our customers.

Cost Savings initiatives

Arcwood has identified several areas in which our unique designed program offers significant cost-saving opportunities that saved thousands of dollars to the City of Kansas City, MO:

- Loosepack program
- Waste-to-energy program
- Using reusable containers for waste shipment and storage
- Promoting reuse of HHW materials via Swap Shop

Customer Service

As part of Arcwood Environmental's Customer Service initiative, Arcwood implemented:

- Elimination of the appointment scheduling and extending hours of operation to 6 pm on "waste acceptance" days (Thursday-Friday). These extended hours gave a greater opportunity for working people to participate in the HHW program. Elimination of appointment system almost doubled Total Average Cars per day by 45% (from 45 to 80-90).
- Established a mailbox for the public to comment on customer service and other issues. Arcwood takes pride in achieving almost 100% customer satisfaction.

Arcwood maintains high standards of customer service by training and having established policies. Mr. Brincefield, who has managed the program for the duration of the last contract, has an extensive background in dealing with the customers in a positive manner through his combined 20+ years of working at Arcwood's Technical Services Group and at the Plant as a Document Control supervisor. Mr. Brincefield spent most of his time onsite and was available to address any situations that had arisen.

As part of the HHW Facility operations all SOP and policies will be reviewed and modified to ensure that they meet the objectives of the program, public satisfaction and operational efficiency. Customer service will be the top priority at this site. This means expediting customers through the facility safely and efficiently while addressing any questions or concerns they may have in a courteous and professional manner. Arcwood employees will be solely responsible for ensuring that all traffic control measures are in place during all receiving hours. All Arcwood employees and subcontractors will be trained in proper customer service, waste screening/unloading to help minimize wait times.

If a customer attempts to drop off unacceptable waste or resides in a community that is not a participant of the program, Arcwood will always support the City's established policy. All Arcwood employees will be trained on these policies. Acceptance policies are explained to the customer in a professional and courteous manner and the safest solution is given to them.

3. Describe your Quality Assurance Plan.

Arcwood utilizes a QESMS Plan. This document describes the quality / environmental / safety management system (QESMS) of Arcwood. It covers all significant process and locations associated with waste management and support of waste management functions in addition to internal and external issues not associated with a specific location that can influence the system. Many aspects of the ISO 9001 standard are incorporated into our manual, in addition to ISO 14001, ISO 45001, and OSHA PSM requirements.

This policy is the starting point for the QESMS management system, and it is used to determine the appropriateness of objectives, processes, and procedures. The QESMS policy includes a commitment to satisfy applicable requirements, provide safe and healthy working conditions and eliminate or mitigate hazards in addition to a focus on the customer and on continual improvement. It is the guiding force behind the company, objectives, and individual employee objectives. Management is committed to the use of this QESMS and ensuring that it is communicated and understood by all Arcwood personnel. In addition, Top Management shall,

- Communicate to the organization the importance of meeting customer as well as legal.

- statutory and regulatory requirements
- Conduct management reviews of the system
- Support location management and staff in their QESMS related activities including performing quality, safety, and environmental planning, and providing adequate resources, including training personnel, and supporting internal audit activities.

Top management has established objectives. These objectives are measurable and consistent with the QESMS policy. Departmental / location / employee specific objectives are also established which are measurable, consistent with the QESMS policy and objectives.

Planning for ongoing operations is being performed to address the following items:

- Identify the processes needed for the QESMS and the criteria to assure these processes are effective
- Determination of what internal and external issues, opportunities, and risks can affect the system
- Determination of environmental aspects of significant activities
- Ensure the availability of resources and that the system can achieve intended results, enhance desirable effects, and reduce undesired effects
- Determining the needs and expectations of workers, customers and other interested relevant parties to the QEMS
- Monitor measure and analyze these processes
- Continual improvement of these processes

Monitoring, measurement, analysis, and evaluation

Arcwood shall determine what needs to be measured, methods and required times for monitoring and what documentation is required to provide evidence of the results of the processes. Much of this data is continually gathered at Arcwood. The results from this monitoring are available to appropriate personnel through monthly calls, management reviews, automatically distributed or on-demand reports out of the various computer systems, and other communication mechanisms throughout the company.

Objectives monitored at Arcwood include:

- Safety – Reference the Arcwood 10-Star process for details on safety evaluation criteria
- Compliance – In addition to 10-Star criteria, spills and penalties are also tracked
- Customer satisfaction - The methods used to obtain this information include tracking and interpretation of customer surveys, customer requirements, post visit questionnaires, customer complaint information, and internal audit results.
- Financial return – This data can take the form of budgets and financial statements, profitability studies, sales targets and goals, and other related metrics.

The three main processes that Arcwood uses to assess, monitor and manage these ongoing objectives are internal auditing, corrective action / nonconformance management, and management review

Continual Improvement

The effectiveness of the QESMS is continually improved through the use of the quality / environmental policy, objectives, audit results, analysis of data, corrective actions, and management review. These methods are in place to facilitate small step ongoing continual improvement. In addition, the HIT program for employee suggestions and comments is a valuable source of information and ideas for ongoing continual improvements to all aspects of the organization.

4. State approximate date your business/firm is available to begin work on the Project.

Arcwood Environmental will be available to continue servicing the Kansas City MO, Household Hazardous Waste Facility the date of award of the contract.

5. Discuss your transition plan to begin providing services.

Arcwood Environmental plan is to continue to provide services to the Kansas City MO, Household Hazardous Waste without interruption of services to the public.

6. Propose additional performance measures including why the performance measure is important and how the City will measure and verify performance.

Arcwood will provide customer satisfaction cards to residents to measure material drop off and for swap shop cleanliness, efficiency, and overall customer services. These cards will be entered into a database and made available to contract manager for review. Arcwood's goal is to have complete satisfaction from not only the City of KCMO but also from the customers that utilize the KCMO HHWF. Arcwood would propose additional feedback from residents of KCMO through feedback from the KCMO Action Call Center or from the KCMO social media accounts. This feedback will be instrumental in making any operational changes. Arcwood would also propose generating a customer survey to be completed by the contract manager. This survey would provide information on contract compliance.

Attachment C

Project Approach

Please prepare responses for each of the following in the space provided:

1. Discuss your approach to the deliverables in this project with specific references to the services requested in the RFP.

Staffing

At the City of KCMO HHW facility and mobile events, we have made a commitment to operate safely. It is our belief that working safely is part of everything we do. Our goal is to have no accidents, no spills, and no other incidents, which could adversely affect our employees, the public, or the environment. Our staffing procedure has been developed to provide a guideline to determine the safest and most efficient process for conducting HHW collections.

PERSONNEL RESPONSIBILITIES

The Technical Services Manager/Project Manager is responsible for the overall management of the HHW event - includes contract negotiations, site selection and set-up, staffing, worker payroll, personnel management, on-site/collection management, site safety plan preparation, waste stream profiling, coordination of transportation, disposal acceptance, Certificates of Disposal and invoicing. It is also the responsibility of the Technical Services Manager/ Project Manager to know whether the individual state regulates Household Waste, They also oversee the

Field Chemists will be assigned by the Manager to coordinate the proper packaging of wastes in accordance with all applicable rules, including proper waste classification, lab packing, container labeling, assuring proper container counts and preparation of all shipping documents.

Arcwood HHW Workers are responsible for performing the assigned work in a timely and safe fashion. This includes arriving on time, wearing the prescribed PPE at all times, and handling all chemicals and wastes in a manner protective of human health and the environment.

Non-Arcwood HHW Volunteer/Subcontracted Workers perform work assigned by the manager or on-site supervisor - primarily involved in the unloading of cars. Non-Arcwood HHW Volunteers/Subcontracted Workers may only consolidate used oil, antifreeze, and containerized paint at mobile events.

Class A and B Hazmat Licensed Truck Drivers properly and safely transport wastes to designated facilities or 10-day transfer facility in accordance with DOT regulations.

Arcwood has managed the HHW program and facility with the help of Tom Brincefield in the position of Facility Supervisor. Tom Brincefield has over 15 years of experience in the Kansas City, MO HHW program. The Field Chemist and Field Technician position will continue to be staffed with experienced personnel. The resume of Tom Brincefield can be found in Personnel-Section 3 where we have also included resumes of key personnel with whom City of Kansas City, MO HHW Facility will have close contact. This includes the Area Manager Tanya Cotten, Technical Services Manager Libby Fehl-Fort, Environmental Services Coordinator Jared Beynon. Experienced Field Chemists and Technicians will be utilized to complete the staffing needs for an efficiently operated program.

Arcwood Training Program

Training relevant to the scope of this project.

1. Prior to starting work at a RCRA facility, hazardous waste operations employees under 29 CFR 1910.120 receive 40 hours of initial training with at least three days of supervised on-the-job training. Such training includes, but is not limited to, the following:
 - Orientation on hazardous materials
 - OSHA Regulations
 - DOT Regulations
 - EPA Regulations
 - HAZMAT Awareness
 - Hazard Communication
 - Preparing HAZMAT for Transportation
 - Personal Protective Equipment
 - Chemical Handling Safety
 - Basic Toxicology
 - Fire Extinguisher
 - Forklift Operation
 - First Aid / CPR
 - Facility Specific SOPs
2. As part of this program all personnel are required to undergo a physical examination, including the ability to wear respiratory protection, on an annual basis.
3. The Facility Supervisor and other personnel involved in supervision of other personnel also receive additional training in accident investigation and reporting, safety supervision, and supervision of operations and field workers.
4. All field chemists attend on-site lab pack training at one of Arcwood's Treatment, Storage and Disposal facilities. This weeklong training specifically addresses waste handling and packaging guidelines, including reactive materials, PIHs, cylinders, and unknown testing procedures. The training also includes significant hands-on training
5. Class A and B CDL with HAZMAT endorsement and DOT training per 49 CFR 172 Subpart is required of each field chemist. This includes passing a CDL medical examination.
6. Forklift operator safety training meets all OSHA requirements: 1910.178, 1910.67, and 1926.453 and ANSI Standards A92.3, A92.5 and A92.6.
7. All Arcwood employees receive First Aid and CPR training.
8. All Arcwood employees receive hands-on fire extinguisher training per 29 CFR 1910.

Training Implementation

All safety-sensitive Arcwood employees receive the OSHA 24 or 40-Hour HAZWOPER and 8-Hour DOT training prior to beginning work. Much of this training is accomplished through online training modules. This training is augmented through annual refresher training or other time spans such as forklift training which is required once every three years. In addition, all Field Chemists are required to undergo DOT training every three years. All additional training is completed as soon as is feasible. Additionally, Arcwood policy requires monthly safety and training sessions to familiarize employees with new equipment, hazards, and technology and to reinforce prior training. At these meetings we address several topics such as procedures for dealing with business waste or the contingency plan for highly sensitive materials. Arcwood would like to work with the City of Kansas City, MO as much as possible so there is an opportunity to share resources to further benefit the program.

Compliance/Facility Management

Arcwood will provide Missouri Generator Quarterly/Annual Reports as well as EPA Biennial Reports to the City of KCMO. Arcwood will ensure that all SOPs are current and up to date. If an SOP is found to be inadequate then a new SOP will be written and implemented. Arcwood will work with the City of KCMO HHW to ensure that all material entering into the facility is properly recorded and entered into a database. Received material will be tracked by city of origin, weighted and properly recorded into a database. All Arcwood personnel will be trained on what material is acceptable and what municipalities are available to use the KCMO HHWF. Arcwood will work with KCMO and MARC to identify changes in participating communities and how to properly handle non-participating communities. Arcwood will also work with KCMO HHW and MARC to ensure that no commercial waste is received at the KCMO HHWF. In the event a commercial operation tries to bring in waste, they will be advised of alternative disposal options and explained the regulatory stipulations.

Organization and cleanliness of the facility will be the responsibility of all staff before/during/after collection hours. Arcwood will utilize a WBE/MBE/DBE contractor to provide janitorial services for the KCMO HHWF public spaces, offices and restrooms. A WBE/MBE/DBE contractor will also be arranged for lawn maintenance and/or snow removal. Facility compliance and housekeeping will be of the utmost priority. Sufficient time will be allotted before and after each collection day to ensure strict compliance and proper housekeeping. A Program Staff employee will perform a weekly inspection each week, and these inspections will be kept on-hand for review to ensure strict facility compliance. Housekeeping and litter control will be performed on a regular basis. An internal safety and compliance audit will be performed by Arcwood periodically to ensure that KCMO HHWF is meeting all regulatory standards.

Waste Management

Material brought into the KCMO HHWF will be screened for reuse or disposal. Any material that is deemed acceptable for reuse will be offered to the public or processed onsite for recycling. This material is weighed and recorded in the program database. Material that does not meet reuse/recycle requirements will be designated for disposal.

When available Arcwood will use local recyclers and will look for non-cost options. Also, when available Arcwood will examine methods of disposal where recycler pays City of KCMO for material, as example lead acid batteries to Interstate Batteries. Currently; Arcwood sends ZERO pounds of City of KCMO HHW waste to the municipal landfill. We will continue to perform these services to meet the intent of the program: protection of human health and the environment.

Should a resident bring in a highly sensitive or explosive item, the first priority will be the safety of all individuals onsite. The Facility Supervisor is notified immediately and the Contingency Plan will be executed. Specific actions depend upon the circumstances and will be under the judgment of the Facility Supervisor in cooperation with the Technical Services Manager and Health & Safety Manager. If Arcwood staff can handle the material safely, we will proceed. However, in most instances operations will cease and the local bomb squad will be called into action. The safety of the customer, facility staff and City's property is Arcwood's top priority.

Latex paint processing and management

Latex paint is the largest waste stream brought into the KCMO HHWF. Arcwood Environmental has revamped portions of the paint recycling program to help offset disposal cost for latex paint, thereby saving the City of KCMO money; Arcwood is eager to help the City restore this service to the

citizens of Kansas City and surrounding areas. City personnel will determine payment process and cost.

Each container with latex paint will be opened, assessed, and segregated into three management classes:

Management Class:	I	II	III
Description	Paint cans look fairly new, no paint separation inside; any color	No paint separation inside, colors have to be white, light brown, or gray	Old, rusted paint cans, frozen paint, unusable dark colors
Reuse/Disposal method:	Swap shop	Bulk into 350-gal tote separating white from light brown and grays. Paint will be filtered and pumped into 5-gal plastic containers	Containers are placed on pallets or into CY boxes to be sent to an energy recovery plant as "clean energy"
Advantages:	Customer can pick good paint at no cost	Paint to be sold to public at low cost determined by City of KCMO	Energy recovery plants make steam for power plants and oil refineries conserving natural resources

Waste Disposal

A typical shipment day will take place during non-collection hours. Arcwood will plan to have the waste transported directly from the Kansas City, MO HHW facility to the TSDF. By shipping directly to the TSDF, transportation costs will be minimized. Shipments will require 1-2 Arcwood employees, not including the transport driver. This will either be the Facility Supervisor or Field Chemist and a Field Technician. Arcwood will prepare all necessary paperwork, including a pre-printed manifest. Most waste for disposal will go directly to a Arcwood owned and operated TSDF, transported by either Arcwood Transport or an approved Arcwood transportation company. By utilizing Arcwood assets we can control the quality of services and regulatory obligations while reducing cost to the City of KCMO HHWF.

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Material from each entity will be weighed separately to assure accurate reporting data. After material is weighed in Arcwood will enter data into database, recording material collected from

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Unique services and waste management tools

- Program Manager – The program manager would be the Single Point of Contact (SPOC) for all activities and would address Kansas City, MO specific HHW environmental needs.
- DOT regulations require shippers and generators of hazardous materials to supply an emergency telephone number to be accessed while materials are in transit or storage (49CFR172.602.604). To help Kansas City, MO comply with this regulation, Arcwood will provide its Emergency Response Communication Information Service on all Arcwood transported waste at no cost to the City.
- Arcwood suggests that Kansas City, MO HHW would benefit and see value from Arcwood having a Kansas City, Missouri presence as a KCMO based service center for the following reasons:
 1. Response Time - (People, equipment, overall response time for emergencies, etc.)
 2. Transportation/Distance (Less time on the road, better response time).
 3. Missouri Regulations - Arcwood is familiar with all State specific regulations. Arcwood reviews and comments on all proposed regulations and is currently the Environmental Services provider for other State Contracts and services numerous State of Kansas Generators.
 4. Under the Arcwood waste approval assurance plan, all testing for waste profiling is completed and a certified lab report is produced for each wastestream. This certified lab report may be used for regulatory reporting.

5. Arcwood's bar code system allows for accurate tracking of waste and liability protection. Arcwood is able to provide (if needed) detailed reports that itemize what materials were sent, when, and to where. Arcwood leads the industry in providing electronic data and information access to our customers.

Cost Savings initiatives

Arcwood has identified several areas in which our unique designed program offers significant cost-saving opportunities that saved thousands of dollars to the City of Kansas City, MO:

- Loosepack program
- Waste-to-energy program
- Using reusable containers for waste shipment and storage
- Promoting reuse of HHW materials via Swap Shop

Customer Service

As part of Arcwood Environmental's Customer Service initiative, Arcwood implemented:

- Elimination of the appointment scheduling and extending hours of operation to 6 pm on "waste acceptance" days (Thursday-Friday). These extended hours gave a greater opportunity for working people to participate in the HHW program. Elimination of appointment system almost doubled Total Average Cars per day by 45% (from 45 to 80-90).
- Established a mailbox for the public to comment on customer service and other issues. Arcwood takes pride in achieving almost 100% customer satisfaction.

Arcwood maintains high standards of customer service by training and having established policies. Mr. Brincefield, who has managed the program for the duration of the last contract, has an extensive background in dealing with the customers in a positive manner through is combined 20+ years of working at Arcwood's Technical Services Group and at the Plant as a Document Control supervisor. Mr. Brincefield spent most of his time onsite and was available to address any situations that had arisen.

As part of the HHW Facility operations all SOP and policies will be reviewed and modified to ensure that they meet the objectives of the program, public satisfaction and operational efficiency. Customer service will be the top priority at this site. This means expediting customers through the facility safely and efficiently while addressing any questions or concerns they may have in a courteous and professional manner. Arcwood employees will be solely responsible for ensuring that all traffic control measures are in place during all receiving hours. All Arcwood employees and subcontractors will be trained in proper customer service, waste screening/unloading to help minimize wait times.

If a customer attempts to drop off unacceptable waste or resides in a community that is not a participant of the program, Arcwood will always support the City's established policy. All Arcwood employees will be trained on these policies. Acceptance policies are explained to the customer in a professional and courteous manner and the safest solution is given to them.

3. Describe your Quality Assurance Plan.

Arcwood utilizes a QESMS Plan. This document describes the quality / environmental / safety management system (QESMS) of Arcwood. It covers all significant process and locations

associated with waste management and support of waste management functions in addition to internal and external issues not associated with a specific location that can influence the system. Many aspects of the ISO 9001 standard are incorporated into our manual, in addition to ISO 14001, ISO 45001, and OSHA PSM requirements.

This policy is the starting point for the QESMS management system, and it is used to determine the appropriateness of objectives, processes, and procedures. The QESMS policy includes a commitment to satisfy applicable requirements, provide safe and healthy working conditions and eliminate or mitigate hazards in addition to a focus on the customer and on continual improvement. It is the guiding force behind the company, objectives, and individual employee objectives. Management is committed to the use of this QESMS and ensuring that it is communicated and understood by all Arcwood personnel. In addition, Top Management shall;

- Communicate to the organization the importance of meeting customer as well as legal, statutory and regulatory requirements
- Conduct management reviews of the system
- Support location management and staff in their QESMS related activities including performing quality, safety, and environmental planning, and providing adequate resources, including training personnel, and supporting internal audit activities.

Top management has established objectives. These objectives are measurable and consistent with the QESMS policy. Departmental / location / employee specific objectives are also established which are measurable, consistent with the QESMS policy and objectives.

Planning for ongoing operations is being performed to address the following items:

- Identify the processes needed for the QESMS and the criteria to assure these processes are effective
- Determination of what internal and external issues, opportunities, and risks can affect the system
- Determination of environmental aspects of significant activities
- Ensure the availability of resources and that the system can achieve intended results, enhance desirable effects, and reduce undesired effects
- Determining the needs and expectations of workers, customers and other interested relevant parties to the QEMS
- Monitor measure and analyze these processes
- Continual improvement of these processes

Monitoring, measurement, analysis, and evaluation

Arcwood shall determine what needs to be measured, methods and required times for monitoring and what documentation is required to provide evidence of the results of the processes. Much of this data is continually gathered at Arcwood. The results from this monitoring are available to appropriate personnel through monthly calls, management reviews, automatically distributed or on-demand reports out of the various computer systems, and other communication mechanisms throughout the company.

Objectives monitored at Arcwood include:

- Safety – Reference the Arcwood 10-Star process for details on safety evaluation criteria
- Compliance – In addition to 10-Star criteria, spills and penalties are also tracked
- Customer satisfaction - The methods used to obtain this information include tracking and interpretation of customer surveys, customer requirements, post visit questionnaires, customer complaint information, and internal audit results.
- Financial return – This data can take the form of budgets and financial statements, profitability studies, sales targets and goals, and other related metrics.

The three main processes that Arcwood uses to assess, monitor and manage these ongoing objectives are internal auditing, corrective action / nonconformance management, and management review

Continual Improvement

The effectiveness of the QESMS is continually improved through the use of the quality / environmental policy, objectives, audit results, analysis of data, corrective actions, and management review. These methods are in place to facilitate small step ongoing continual improvement. In addition, the HIT program for employee suggestions and comments is a valuable source of information and ideas for ongoing continual improvements to all aspects of the organization.

4. State approximate date your business/firm is available to begin work on the Project.

Arcwood Environmental will be available to continue servicing the Kansas City MO, Household Hazardous Waste Facility the date of award of the contract.

5. Discuss your transition plan to begin providing services.

Arcwood Environmental plan is to continue to provide services to the Kansas City MO, Household Hazardous Waste without interruption of services to the public.

6. Propose additional performance measures including why the performance measure is important and how the City will measure and verify performance.

Arcwood will provide customer satisfaction cards to residents to measure material drop off and for swap shop cleanliness, efficiency, and overall customer services. These cards will be entered into a database and made available to contract manager for review. Arcwood's goal is to have complete satisfaction from not only the City of KCMO but also from the customers that utilize the KCMO HHWF. Arcwood would propose additional feedback from residents of KCMO through feedback from the KCMO Action Call Center or from the KCMO social media accounts. This feedback will be instrumental in making any operational changes. Arcwood would also propose generating a customer survey to be completed by the contract manager. This survey would provide information on contract compliance.



Waste Disposal-Schedule A

Generator	WS #	Common Name	Product Code	Matrix	TSD	2025 Total Pounds	2025 Total Containers	2026 Billing Price	2026 Billing Unit	2026 Extended Price
KANSAS CITY, MO HHW	49436-115	ACIDS IN CONSUMER PACKAGES	8192 10		ORANGE, TX USA	1,020	21	\$197.25	20 GAL DRUM	\$4,142.25
KANSAS CITY, MO HHW	49436-115	ACIDS IN CONSUMER PACKAGES	8192 10		ORANGE, TX USA	729	5	\$370.00	55 GAL DRUM	\$1,850.00
KANSAS CITY, MO HHW	49436-115	ACIDS IN CONSUMER PACKAGES	8192 10		ORANGE, TX USA	531	4	\$230.00	30 GAL DRUM	\$920.00
KANSAS CITY, MO HHW	49436-135	AEROSOLS (STEEL)	86 10		BENTON, AR USA	45,867	89	\$1,064.00	CYB	\$94,696.00
KANSAS CITY, MO HHW	49436-19	ANTIFREEZE <40% (KCM-121)	2170 10		KANSAS CITY, MO USA	16,960		\$0.35	GAL	\$742.00
KANSAS CITY, MO HHW	49436-20	ANTIFREEZE, OIL & WATER (KCM-106)	68 100		BENTON, AR USA	20,202	9	\$479.85	250 GAL TOTE	\$4,318.65
KANSAS CITY, MO HHW	49436-20	ANTIFREEZE, OIL & WATER (KCM-106)	68 100		BENTON, AR USA	8,458	3	\$594.10	325 GAL TOTE	\$1,782.30
KANSAS CITY, MO HHW	49436-20	ANTIFREEZE, OIL & WATER (KCM-106)	68 100		BENTON, AR USA	6,960	3	\$502.70	300 GAL TOTE	\$1,508.10
KANSAS CITY, MO HHW	49436-117	BASES IN CONSUMER PACKAGES	8192 10		ORANGE, TX USA	4,064	77	\$197.25	20 GAL DRUM	\$15,188.25
KANSAS CITY, MO HHW	49436-117	BASES IN CONSUMER PACKAGES	8192 10		ORANGE, TX USA	4,726	27	\$280.60	30 GAL DRUM	\$7,576.20
KANSAS CITY, MO HHW	49436-117	BASES IN CONSUMER PACKAGES	8192 10		ORANGE, TX USA	2,330	14	\$370.00	55 GAL DRUM	\$5,180.00
KANSAS CITY, MO HHW	49436-128	BROKEN BULBS	109 30		INDIANAPOLIS, IN USA	150	1	\$1.98	LB	\$297.38
KANSAS CITY, MO HHW	49436-128	BROKEN BULBS	109 30		BENTON, AR USA	121	1	\$1.98	LB	\$239.88
KANSAS CITY, MO HHW	49436-96	BUTANE LIGHTER REFILLS	108 10		INDIANAPOLIS, IN USA	106	4	\$758.00	15 GAL DRUM	\$3,032.00
KANSAS CITY, MO HHW	49436-97	BUTANE LIGHTERS	108 10		INDIANAPOLIS, IN USA	30	1	\$339.60	15 GAL DRUM	\$339.60
KANSAS CITY, MO HHW	49436-113	CALCIUM HYPOCHLORITE	8099 30		EAST LIVERPOOL, OH USA	92	1	\$2.90	LB	\$266.80
KANSAS CITY, MO HHW	49436-113	CALCIUM HYPOCHLORITE	8099 30		EAST LIVERPOOL, OH USA	32	1	\$200.00	15 GAL DRUM	\$200.00
KANSAS CITY, MO HHW	49436-105	CARBON FROM FILTERS	107 10		BENTON, AR USA	89	1	\$178.00	30 GAL DRUM	\$178.00
KANSAS CITY, MO HHW	49436-114	CONSOLIDATION OF SMALL CHEMICAL CONTAINERS	8090 10		EAST LIVERPOOL, OH USA	320	28	\$90.00	5 GAL DRUM	\$2,520.00
KANSAS CITY, MO HHW	49436-114	CONSOLIDATION OF SMALL CHEMICAL CONTAINERS	8090 10		EAST LIVERPOOL, OH USA	24	1	\$178.00	15 GAL DRUM	\$178.00
KANSAS CITY, MO HHW	49436-162	CONSUMER PKG'D ALKYLAMINES (FOR INCIN AT ORANGE) - HHW	8192 10		ORANGE, TX USA	5	3	\$135.00	DRUM	\$405.00
KANSAS CITY, MO HHW	49436-142	CYLINDERS - R134A	7055 10		INDIANAPOLIS, IN USA	29	1	\$12.68	EACH	\$12.68
KANSAS CITY, MO HHW	49436-98	DICHLORODIFLUOROMETHANE	7210 10		INDIANAPOLIS, IN USA	9	1	\$170.00	EACH	\$170.00
KANSAS CITY, MO HHW	49436-156	E-CIG DEVICES VIALS & PODS	8088 10		EAST LIVERPOOL, OH USA	112	5	\$1.56	LB	\$174.72
KANSAS CITY, MO HHW	49436-21	FLAM. LIQUID (MIXED SOLVENTS) (KCM-320)	68 100		BENTON, AR USA	240	1	\$70.00	55 GAL DRUM	\$70.00
KANSAS CITY, MO HHW	49436-127	FLAMMABLE LIQUIDS	117 11		BENTON, AR USA	57,129	86	\$0.57	LB	\$32,677.79
KANSAS CITY, MO HHW	49436-127	FLAMMABLE LIQUIDS	68 100		BENTON, AR USA	11,125	30	\$84.00	55 GAL DRUM	\$2,520.00
KANSAS CITY, MO HHW	49436-127	FLAMMABLE LIQUIDS	117 21		BENTON, AR USA	2,073	7	\$170.80	55 GAL DRUM	\$1,195.60
KANSAS CITY, MO HHW	49436-127	FLAMMABLE LIQUIDS	68 100		BENTON, AR USA	2,504	8	\$99.00	55 GAL DRUM	\$792.00
KANSAS CITY, MO HHW	49436-127	FLAMMABLE LIQUIDS	68 100		BENTON, AR USA	1,203	7	\$70.00	55 GAL DRUM	\$490.00
KANSAS CITY, MO HHW	49436-127	FLAMMABLE LIQUIDS	124 100		BENTON, AR USA	1,122	2	\$0.50	LB	\$562.80
KANSAS CITY, MO HHW	49436-127	FLAMMABLE LIQUIDS	117 11		BENTON, AR USA	451	1	\$257.42	55 GAL DRUM	\$257.42
KANSAS CITY, MO HHW	49436-127	FLAMMABLE LIQUIDS	68 100		BENTON, AR USA	810	2	\$105.00	85 GAL DRUM	\$210.00
KANSAS CITY, MO HHW	49436-120	FLAMMABLE SOLIDS IN CONSUMER PACKAGES	8092 10		EAST LIVERPOOL, OH USA	627	6	\$263.00	30 GAL DRUM	\$1,578.00
KANSAS CITY, MO HHW	49436-120	FLAMMABLE SOLIDS IN CONSUMER PACKAGES	8092 10		EAST LIVERPOOL, OH USA	183	3	\$146.00	15 GAL DRUM	\$438.00
KANSAS CITY, MO HHW	49436-89	GREASE	117 11		BENTON, AR USA	451	1	\$0.71	LB	\$320.21
KANSAS CITY, MO HHW	49436-148	HHW INORGANIC ACIDIC LIQUID LOOSEPACK (PACKED BY ARCWOOD)	54 70		INDIANAPOLIS, IN USA	2,662	13	\$385.00	55 GAL DRUM	\$5,005.00



Waste Disposal-Schedule A continued

Generator	WS #	Common Name	Product Code	Matrix	TSDF	2025 Total Pounds	2025 Total Containers	2026 Billing Price	2026 Billing Unit	2026 Extended Price
KANSAS CITY, MO HHW	49436-109	HID BULBS	2109 60		PHOENIX, AZ USA	5,068	2	\$1.50	BULB	\$7,602.00
KANSAS CITY, MO HHW	49436-109	HID BULBS	109 60		BENTON, AR USA	92	2	\$1.19	BULB	\$109.48
KANSAS CITY, MO HHW	49436-2	INCINERABLE LABPACK	8090 10		EAST LIVERPOOL, OH USA	3,218	66	\$182.50	20 GAL DRUM	\$12,045.00
KANSAS CITY, MO HHW	49436-2	INCINERABLE LABPACK	8090 10		EAST LIVERPOOL, OH USA	3,740	32	\$420.80	55 GAL DRUM	\$13,465.60
KANSAS CITY, MO HHW	49436-2	INCINERABLE LABPACK	8090 10		EAST LIVERPOOL, OH USA	542	41	\$90.00	5 GAL DRUM	\$3,690.00
KANSAS CITY, MO HHW	49436-159	INORGANIC ACID LIQUID (BULK CONTAINERS) TO INDY	54 10		INDIANAPOLIS, IN USA	428	1	\$199.00	55 GAL DRUM	\$199.00
KANSAS CITY, MO HHW	49436-160	INORGANIC BASIC LIQUID (BULK CONTAINERS) TO INDY	55 10		INDIANAPOLIS, IN USA	220	1	\$225.00	55 GAL DRUM	\$225.00
KANSAS CITY, MO HHW	49436-53	LAB PACK / LOOSEPACK PC 68	124 200		BENTON, AR USA	898	5	\$141.00	55 GAL DRUM	\$705.00
KANSAS CITY, MO HHW	49436-53	LAB PACK / LOOSEPACK PC 68	124 200		BENTON, AR USA	84	1	\$105.75	30 GAL DRUM	\$105.75
KANSAS CITY, MO HHW	49436-53	LAB PACK / LOOSEPACK PC 68	5869 10		INDIANAPOLIS, IN USA	201	7	\$34.99	LB	\$7,032.99
KANSAS CITY, MO HHW	49436-52	LAB PACK ELEMENTAL MERCURY	5865 10		INDIANAPOLIS, IN USA	30	1	\$439.00	DRUM	\$439.00
KANSAS CITY, MO HHW	49436-51	LAB PACK MERCURY LIQUIDS	5865 10		INDIANAPOLIS, IN USA	26	1	\$228.00	DRUM	\$228.00
KANSAS CITY, MO HHW	49436-51	LAB PACK MERCURY LIQUIDS	8090 30		EAST LIVERPOOL, OH USA	76	12	\$916.00	5 GAL DRUM	\$10,992.00
KANSAS CITY, MO HHW	49436-129	LABPACK CAT. 1, 1LB OR < UNDER DRY OIL	63 10		INDIANAPOLIS, IN USA	37	1	\$233.00	20 GAL DRUM	\$233.00
KANSAS CITY, MO HHW	49436-155	LABPACK- TO ARCWOOD	63 20		INDIANAPOLIS, IN USA	18	1	\$205.00	5 GAL DRUM	\$205.00
KANSAS CITY, MO HHW	49436-155	LABPACK- TO ARCWOOD	63 10		INDIANAPOLIS, IN USA	18	1	\$135.00	5 GAL DRUM	\$135.00
KANSAS CITY, MO HHW	49436-155	LABPACK- TO ARCWOOD	2117 10		TULSA, OK USA	831,299	520	\$0.28	LB	\$232,763.72
KANSAS CITY, MO HHW	49436-12	LATEX PAINT	2109 40		PHOENIX, AZ USA	9,544	146	\$0.50	BULB	\$4,772.00
KANSAS CITY, MO HHW	49436-6	LIGHT BULBS U SHAPE	109 10		BENTON, AR USA	3,978	73	\$0.73	BULB	\$2,884.05
KANSAS CITY, MO HHW	49436-6	LIGHT BULBS 4'	2109 10		PHOENIX, AZ USA	5,070	8,271	\$0.25	BULB	\$1,267.50
KANSAS CITY, MO HHW	49436-6	LIGHT BULBS 4' (KCM-997)	2109 50		PHOENIX, AZ USA	1,195	2	\$0.50	BULB	\$597.50
KANSAS CITY, MO HHW	49436-6	LIGHT BULBS CFL	2109 20		PHOENIX, AZ USA	5,070	492	\$0.47	BULB	\$2,382.90
KANSAS CITY, MO HHW	49436-5	LIGHT BULBS 8' (KCM-998)	109 20		BENTON, AR USA	380	7	\$0.95	BULB	\$361.00
KANSAS CITY, MO HHW	49436-5	LIGHT BULBS 8' (KCM-998)	109 10		BENTON, AR USA	60	1	\$0.95	BULB	\$57.00
KANSAS CITY, MO HHW	49436-5	LIGHT BULBS 8' (KCM-998)	109 40		BENTON, AR USA	296	4	\$3.04	BULB	\$899.84
KANSAS CITY, MO HHW	49436-145	LIGHT BULBS -CIRCULAR/COMPACT/INCANDESCENT- UNIVERSAL WASTE	8099 55		EAST LIVERPOOL, OH USA	35	2	\$402.59	20 GAL DRUM	\$805.18
KANSAS CITY, MO HHW	49436-119	LITHIUM DEBRIS	5863 10		INDIANAPOLIS, IN USA	13	1	\$825.00	5 GAL DRUM	\$825.00
KANSAS CITY, MO HHW	49436-161	MERCURY DEBRIS (5863-10)	5863 10		INDIANAPOLIS, IN USA	121	3	\$518.00	20 GAL DRUM	\$1,554.00
KANSAS CITY, MO HHW	49436-43	MERCURY DEBRIS AND DEVICES	5863 10		INDIANAPOLIS, IN USA	27	2	\$175.00	5 GAL DRUM	\$350.00
KANSAS CITY, MO HHW	49436-43	MERCURY DEBRIS AND DEVICES	5865 10		INDIANAPOLIS, IN USA	43	3	\$290.00	20 GAL DRUM	\$870.00
KANSAS CITY, MO HHW	49436-158	MERCURY LABPACK- ACIDIC	5865 10		INDIANAPOLIS, IN USA	21	1	\$561.00	55 GAL DRUM	\$561.00
KANSAS CITY, MO HHW	49436-158	MERCURY LABPACK- ACIDIC	5867 10		INDIANAPOLIS, IN USA	17	2	\$1,391.00	DRUM	\$2,782.00
KANSAS CITY, MO HHW	49436-157	MERCURY LABPACK- BASIC/NEUTRAL	2119 10		HOUSTON, TX USA	248	123	\$75.00	CYL	\$9,225.00
KANSAS CITY, MO HHW	49436-71	MISC CYLINDERS	8192 10		ORANGE, TX USA	19,670	397	\$197.25	30 GAL DRUM	\$78,308.25
KANSAS CITY, MO HHW	49436-36	MIXED PESTICIDES	8192 10		ORANGE, TX USA	35,803	63	\$2.07	LB	\$74,112.21
KANSAS CITY, MO HHW	49436-36	MIXED PESTICIDES	134 10		BENTON, AR USA	2,191	4	\$0.60	LB	\$1,314.60
KANSAS CITY, MO HHW	49436-110	NON PCB BALLASTS								



Waste Disposal-Schedule A continued

Generator	WS #	Common Name	Product Code	Matrix	TSDF	2025 Total Pounds	2025 Total Containers	2026 Billing Price	2026 Billing Unit	2026 Extended Price	
KANSAS CITY, MO HHW	49436-110	NON PCB BALLASTS	2134 10		PHOENIX, AZ USA	680	1	\$0.31	LB	\$210.80	
KANSAS CITY, MO HHW	49436-103	NON REGULATED SOLIDS / LIQUIDS	117 10		BENTON, AR USA	28,402	32	\$580.58	BOX	\$18,578.56	
KANSAS CITY, MO HHW	49436-103	NON REGULATED SOLIDS / LIQUIDS	117 11		BENTON, AR USA	19,442	22	\$580.58	BOX	\$12,772.76	
KANSAS CITY, MO HHW	49436-103	NON REGULATED SOLIDS / LIQUIDS	117 10		BENTON, AR USA	2,179	2	\$0.57	LB	\$1,238.54	
KANSAS CITY, MO HHW	49436-103	NON REGULATED SOLIDS / LIQUIDS	117 11		BENTON, AR USA	1,354	1	\$0.57	LB	\$769.61	
KANSAS CITY, MO HHW	49436-134	OIL BASE PAINT	124 100		BENTON, AR USA	1,600	2	\$1.08	LB	\$1,728.00	
KANSAS CITY, MO HHW	49436-116	ORGANIC ACIDS IN CONSUMER PACKAGES	8192 10		ORANGE, TX USA	1,829	35	\$197.25	20 GAL DRUM	\$6,903.75	
KANSAS CITY, MO HHW	49436-116	ORGANIC ACIDS IN CONSUMER PACKAGES	8192 10		ORANGE, TX USA	1,080	7	\$370.00	55 GAL DRUM	\$2,590.00	
KANSAS CITY, MO HHW	49436-116	ORGANIC ACIDS IN CONSUMER PACKAGES	8192 10		ORANGE, TX USA	923	6	\$241.50	30 GAL DRUM	\$1,449.00	
KANSAS CITY, MO HHW	49436-22	PAINT RELATED MATERIAL	117 11		BENTON, AR USA	234,096	232	\$622.08	BOX	\$144,322.56	
KANSAS CITY, MO HHW	49436-22	PAINT RELATED MATERIAL	117 11		BENTON, AR USA	45,535	50	\$964.00	DRUM	\$43,200.00	
KANSAS CITY, MO HHW	49436-22	PAINT RELATED MATERIAL	124 100		BENTON, AR USA	11,008	12	\$576.00	BOX	\$6,912.00	
KANSAS CITY, MO HHW	49436-9	PCB BALLASTS	2121 10		BEAUMONT, TX USA	2,164	4	\$4.11	LB	\$8,894.04	
KANSAS CITY, MO HHW	49436-92	PEPPER SPRAY	8097 10		EAST LIVERPOOL, OH USA	55	4	\$98.00	5 GAL DRM	\$392.00	
KANSAS CITY, MO HHW	49436-146	PESTICIDE SOLIDS (LOOSEPACK)	2106 10		ARKADELPHIA, AR USA	31,420	47	\$1.81	LB	\$56,744.52	
KANSAS CITY, MO HHW	49436-46	PROPANE CYLINDERS	108 10		INDIANAPOLIS, IN USA	1,199	9	\$1,200.00	55 GAL DRM	\$10,800.00	
KANSAS CITY, MO HHW	49436-46	PROPANE CYLINDERS	7015 30		INDIANAPOLIS, IN USA	1,293	9	\$954.81	55 GAL DRM	\$8,593.29	
KANSAS CITY, MO HHW	49436-151	RCRA EMPTY DRUMS & TOTES L/C OIL/ GREASE	69 20		INDIANAPOLIS, IN USA	253	11	\$62.00	55 GAL DRM	\$682.00	
KANSAS CITY, MO HHW	49436-149	SODIUM HYPOCHLORITE SOLUTION LOOSEPACK	83 70		INDIANAPOLIS, IN USA	1,564	9	\$432.00	55 GAL DRM	\$3,888.00	
KANSAS CITY, MO HHW	49436-16	USED OIL	2002 10		KANSAS CITY, MO USA	80,829		\$0.26	GAL	\$2,626.94	
KANSAS CITY, MO HHW	49436-16	USED OIL	2052 10		KANSAS CITY, MO USA	18,177	104	\$0.26	GAL	\$590.75	
KANSAS CITY, MO HHW	49436-136	WASTE AEROSOLS (VSQG)	86 10		BENTON, AR USA	1,854	3	\$0.46	LB	\$852.84	
						1,610,259	11,362				\$1,000,879.16

- Heritage may implement an annual price increase per applicable option year after the first contract year with 30-day prior notice.
- Minimum container pricing will apply to units billed per pound.
- Latex Paint pricing will significantly decrease should reprocessing and/or Paintcare legislation move forward.



Mobile Event and Resources-Schedule B

Location	Description	Bill Rate 2026	Qty.	Extended Price 2026
KANSAS CITY, MO HHW PROGRAM	200 CAR HHW	\$3,600.00	7	\$25,200.00
KANSAS CITY, MO HHW PROGRAM	200 CAR HHW (EMERGENCY RATE)	\$5,000.00	0	\$0.00
KANSAS CITY, MO HHW PROGRAM	300 CAR HHW	\$4,200.00	6	\$25,200.00
KANSAS CITY, MO HHW PROGRAM	400 CAR HHW	\$4,500.00	1	\$4,500.00
KANSAS CITY, MO HHW PROGRAM	500 CAR HHW	\$4,800.00	1	\$4,800.00
KANSAS CITY, MO HHW PROGRAM	CONTAINER COST-SUMMER	\$2,300.00	8	\$18,400.00
KANSAS CITY, MO HHW PROGRAM	CONTAINER COST-WINTER	\$1,300.00	4	\$5,200.00
KANSAS CITY, MO HHW PROGRAM	FORKLIFT RENTAL	\$1,000.00	7	\$7,000.00
KANSAS CITY, MO HHW PROGRAM	FORKLIFT RENTAL (EMERGENCY RATE)	\$1,360.80	0	\$0.00
KANSAS CITY, MO HHW PROGRAM	VSQG RUN	\$500.00	11	\$5,500.00
KANSAS CITY, MO HHW PROGRAM	LABOR COST-SUMMER	\$31,300.00	8	\$250,400.00
KANSAS CITY, MO HHW PROGRAM	LABOR COST-WINTER	\$24,300.00	3	\$72,900.00
KANSAS CITY, MO HHW PROGRAM	LABOR COST-WINTER (FEB)	\$23,700.00	1	\$23,700.00
KANSAS CITY, MO HHW PROGRAM	SAFETY SUPPLIES-SUMMER	\$750.00	8	\$6,000.00
KANSAS CITY, MO HHW PROGRAM	SAFETY SUPPLIES-WINTER	\$450.00	4	\$1,800.00
KANSAS CITY, MO HHW PROGRAM	SITE MANAGEMENT	\$775.00	12	\$9,300.00
KANSAS CITY, MO HHW PROGRAM	SUPPLY VEHICLE	\$800.00	12	\$9,600.00

\$469,500.00

1. Labor Cost is calculated based on assumption: April-October, 5 employees; November-March, 4 employees.
2. Cost for Site Management includes but not limited to snow removal, lawn maintenance, and janitorial services.
3. Cost for Safety Supplies are calculated based on the number of employees working at HHWF and working days per month.
4. Container Cost is calculated based on waste generated per month.
5. Cost for a Supply Vehicle is calculated based on a standard contract for small truck utilization.
6. Cost for VSQG is based on average number of monthly collections in 2025 and is subject to change if number of monthly collection sites change.
7. Cost for Mobile Events is based on event schedule for 2026 and is subject to change if number of events changes.
8. Heritage may implement an annual price increase per applicable option year after the first contract year with 30-day prior notice.