

# PROPOSAL PACKAGE

CITY OF FORT WORTH  
ENVIRONMENTAL MANAGEMENT DEPARTMENT  
1000 THROCKMORTON  
FORT WORTH, TEXAS 76102



PROJECT: DEM10-02:HHWD

TRANSPORTATION, DISPOSAL AND RECYCLING OF  
HOUSEHOLD HAZARDOUS WASTE

November 6, 2009

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# 1.0 REQUEST FOR PROPOSALS

1.1 PROJECT DESCRIPTION: Proposals are being accepted by the City of Fort Worth (City) for the furnishing of transportation, disposal and recycling of aggregated household hazardous waste (HHW). There will be no guaranteed minimum work under the contract awarded.

1.2 GENERAL REQUIREMENTS: Proposal documents may be obtained from the Environmental Management Department web site at [www.fortworthgov.org/purchasing](http://www.fortworthgov.org/purchasing) in portable document format (PDF).

All Providers must comply with:

- Chapter 17, "Human Relations," Article III, "Discrimination," Division 3, "Employment Practices," of the Code of the City of Fort Worth, prohibiting discrimination in employment practices.
- Fort Worth ordinance 15530, Minority and Women Business Enterprises.

1.3 INTERPRETATION OF REQUEST FOR PROPOSAL DOCUMENTS:

A **Pre-Proposal Meeting** will be held on Monday, November 16, 2009 at 10:00 a.m. at 6400 Bridge Street, Texas 76112.

All requests for an interpretation of the Request for Proposal must be made in writing and submitted to the Department of Environmental Management, by fax, regular mail, or e-mail, at any time up to seven (7) calendar days prior to the time of the opening of Proposals. The person submitting the request will be responsible for its prompt delivery. No oral requests for interpretation will be answered.

The City will issue any interpretation of the Proposal Documents as a formal addendum. Each Provider that intends to submit a Proposal Package must e-mail Mr. Rex Johnson, with a notification of intent to submit, in order to assure receipt of applicable addenda. The City also will post addenda on the web site. The City will not be responsible for any other explanations or interpretations. It is the Provider's obligation to determine if addenda have been issued prior to the deadline for submitting the Proposal Package. All addenda must be submitted with the Proposal in section 2.2.

Requests for interpretations must be submitted to:

Rex Johnson  
Environmental Management Department  
City of Fort Worth

Environmental Collection Center  
6400 Bridge Street  
Fort Worth, TX, 76112

Phone (817) 871-5276  
Fax (817) 871-5277  
Rex.Johnson@fortworthgov.org

- 1.4 CONFLICTS: Should there be conflicts between the Proposal documents and the final executed contract document; the final contract shall take precedence.
- 1.5 PROPOSAL SUBMITTALS: Each Provider should submit **one (1) bound original and three (3) bound copies** of the Proposal Package to the City. All items to complete the submittal must be included within the Proposal Package or the entire Proposal Package may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the construction most advantageous to the City or to reject the Proposal Package.

Proposals must be submitted in a sealed envelope, addressed to and received at City of Fort Worth Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102 no later than 1:30 p.m. on Thursday, December 3, 2009.

The project number must be clearly marked on the envelope and the statement **“PROPOSAL DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 on Thursday, December 3, 2009”** placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

Any Proposal Documents not properly marked or not received in the proper place by the proper time will be considered non-responsive.

**NO FAXED PROPOSALS WILL BE ACCEPTED**

- 1.6 OPENING OF PROPOSALS: The names of each provider submitting a Proposal will be read aloud at 2:00 P.M. on Thursday, December 3, 2009 in the Fort Worth City Council Chambers. The Proposals shall be handled so as to avoid the disclosure of the remainder of their contents to competing offerors and so as to keep such contents secret during negotiations. All Proposals will be open for public inspection after the contract is awarded. However, information in the Proposal Packages subject to the trade secrets exception of the Public Information Act under § 552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code will not be open to public inspection. It is the responsibility of the Provider to clearly mark as such any information they deem trade secret or confidential.

The Proposal Documents submitted in accordance with this Request for Proposal shall remain valid for ninety (90) days after the due date.

- 1.7 PROPOSAL EVALUATION CRITERIA: Proposals will be evaluated by qualitative measures and will be weighted as follows:

<b>FACTOR</b>	<b>MAXIMUM WEIGHT</b>
Costs	30 points
Provider's Capabilities, Qualifications, and Experience	20 points
Logistics	15 points
Quality of proposed TSD Facilities	15 points
Methods of Disposal and Treatment	20 points
Quality of Subcontractors	10 points
Other Factors (as described below)	10 points
<b>TOTAL</b>	<b>120 points</b>

Other factors to be considered may include, but not be limited to, provider's work history with the City and legal and compliance history. A facility (office) visit may be completed for the three highest-ranking submittals based on the above criteria. The City will select the most highly qualified Provider responding to the request based on the above criteria and a facility visit. The City may conduct such investigations as deemed necessary to assist in the evaluation of any Proposal and to establish the responsibility and qualifications of the Provider, subcontractors, and other persons who are proposed to work on the project

- 1.8 CONTRACT TIME: The successful Provider will be awarded a One-Year Contract with three One-Year Options to Renew, such renewal being at the sole discretions of the City of Fort Worth. Award of a contract for the first or any subsequent year(s) shall not create any right or interest in the Provider to the exercise of any such options.
  
- 1.9 NEGOTIATION OF THE CONTRACT: The City will meet with the successful Provider and negotiate any final changes to the Contract and any exceptions identified in the Proposal Documents. The City is not obligated to accept any exceptions made by Provider. If a satisfactory contract cannot be negotiated with the most highly qualified Provider, the City shall formally end negotiations with that Provider, select the next most highly qualified Provider and attempt to negotiate a contract. This process shall continue until a contract is entered into, or until the City rejects all submittals and issues a new Request for Proposals. After the negotiations, the City will make final changes to the Contract Documents and issue the Contract Documents with Notice of Award to the successful Provider(s).
  
- 1.10 AWARD OF THE CONTRACT: The City will send a Notice of Award letter to the successful Provider with three (3) sets of contract documents. The successful Provider must execute the Contract in each set and return all three sets to the City. Upon receipt of the three sets, the City will execute each set and issue one set to the Provider with a letter entitled Notice to Proceed. This letter authorizes work to begin and invoices to be paid.
  
- 1.11 RESERVATIONS: The City reserves the right to reject any or all Proposals and waive any or all formalities.

# 2.0

# PROPOSAL DOCUMENTS

## 2.1 PROPOSAL DOCUMENT CHECKLIST

All Proposal Documents, including this Checklist, must be completed in full and submitted in a sealed envelope, in the requested order, or the Proposal may be considered as a non-responsive submittal.

<u>Proposal Documents</u>	<u>Initial if Included</u>
1. PROPOSAL DOCUMENT CHECK LIST	_____
2. ACKNOWLEDGE REQUEST FOR PROPOSAL ADDENDA	_____
3. MINORITY and WOMEN BUSINESS ENTERPRISES	_____
4. BONDS	_____
5. PROPOSAL SUMMARY	_____
6. COST ESTIMATE	_____
7. QUALIFICATIONS OF PROVIDER	_____
8. EXPERIENCE REFERENCES	_____
9. LIST OF SUBCONTRACTORS/PROPOSED TSDFS	_____
10. SUBCONTRACTOR / TSD FACILITY QUALIFICATIONS AND CAPABILITIES	_____
11. PROPOSED WASTE DISPOSAL OPTIONS	_____
12. VENDOR'S COMPLIANCE WITH STATE LAW	_____
13. INSURANCE CERTIFICATES	_____
14. PROVIDER'S LICENSES & CERTIFICATES	_____
15. PROVIDER'S LEGAL & COMPLIANCE HISTORY	_____
16. HEALTH & SAFETY PROGRAM MANUALS	_____

I understand that failure to submit all of these items may cause my submittal to be considered non-responsive.

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

2.2 ACKNOWLEDGEMENT OF RECEIPT OF REQUEST FOR PROPOSAL ADDENDA

2.2.1 Check if applicable \_\_\_\_\_

The undersigned acknowledges the receipt of the following addendum(a) to the Request for Proposals, and has attached all addenda following this page. (Add lines if necessary).

Addendum Number 1 \_\_\_\_\_  
(Date received)

Addendum Number 2 \_\_\_\_\_  
(Date received)

Addendum Number 3 \_\_\_\_\_  
(Date received)

2.2.2 Check if applicable \_\_\_\_\_

The undersigned acknowledges the receipt of no addenda to the Request for Proposals.

PROVIDER:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title (print or type)

2.3 MINORITY and WOMEN BUSINESS ENTERPRISES (M/WBE)

The City's requirement for M/WBE participation has been waived for these services.

## 2.4 BONDS

The Provider shall submit with its Proposal a Cashiers' Check or an acceptable Bidder's Bond payable to the City of Fort Worth, in the amount of \$5,000. The Bond is subject to forfeit in the event the successful Provider fails to execute the contract documents within ten (10) days after the Contract has been awarded.

To be an acceptable surety on the bond, (1) the name of the surety shall be included on the current U.S. Treasury List of Acceptable Sureties (Circular 870), or (2) the surety must have capital and surplus equal to ten times the limit of the Bond. The surety must be licensed to do business in the State of Texas. The amount of the Bond shall not exceed the amount shown on the Treasury list or one-tenth (1/10) the total capital and surplus for a non-Treasury List Surety.

**ATTACH CASHIER'S CHECK OR BIDDER'S BOND HERE  
BOUND WITHIN THE PROPOSAL PACKAGE**

## 2.5 PROPOSAL SUMMARY

### **TO THE CITY OF FORT WORTH:**

The undersigned hereby proposes to furnish transportation, disposal, and recycling of aggregated household hazardous waste (HHW). There will be no guaranteed minimum work under the contract awarded.

### **SCOPE OF SERVICES**

The services to be provided under this RFP include but are not limited to the following tasks:

- Comply with all applicable federal, state, and local laws and regulations including but not limited to 29 CFR – OSHA, 40 CFR – RCRA and TSCA, 49 CFR – DOT, 30 TAC – TCEQ, and EPA Publication SW846;
- Provide transportation services for wastes to disposal or recycling facilities (must be registered with the U.S. EPA and the TCEQ);
- Disposal, including incineration, fuel blending (for incinerators only), waste to energy, treatment, and land filling of hazardous and other regulated materials;  
**Note: No waste shall be used for fuel blending and incineration in cement kilns, or disposed of by deep well injection.**
- Recycling and treatment of waste materials whenever feasible;
- Assume Generator Status of all wastes upon exiting City of Fort Worth's property;
- Respond to all City disposal requests within 5 business days of the written disposal request sent via facsimile or e-mail;
- Provide labels, paperwork, manifests, and documentation needed to complete waste shipments;
- Provide City with fully executed copies of Waste Manifests within 35 days of waste shipment;
- Provide City with Certificates of Destruction within 90 days of waste shipment; and
- Maintain all necessary licenses and/or permits required under federal, state, and local laws and regulations. A current copy must be sent to the City following any and all renewals.

**NOTE:** The City reserves the right to perform site visits, audits, and inspections of Provider storage locations and equipment and of Subcontractor facilities utilized.

### **The City will perform the following tasks:**

- Provide material safety data sheets (MSDSs) and process information as available on wastes for disposal;
- Provide timely notice to Contractor in writing of waste disposal projects, detailing the location(s), type of work, and other pertinent information;
- Aid in the selection of disposal methods; and
- Provide required regulatory information for manifest and shipping paper information.

All Proposal Documents have been submitted in one sealed package.

\_\_\_\_ Addenda to the Request for Proposals have been received as acknowledged in Section 2.2.

Unit prices are provided within the Proposal Documents in Section 2.6.

This Proposal Summary and the accompanying Proposal Documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

**PROVIDER:**

\_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_  
(Print or type name of signatory)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(FAX)

## 2.6 COST ESTIMATE

Providers should provide a price estimate for each task proposed for this project. At least those tasks shown in the following list should be included. The Provider may wish to include additional tasks as appropriate depending on the complexity of the technology proposed. A cost estimate for each task associated with a subcontractor should be provided.

NO COMPENSATION SHALL BE PAID to the Provider for the cost of obtaining and maintaining insurance, bonds, licenses, and certificates required herein, or for fuel surcharges, as these are considered part of the items for which lump sum or unit prices are requested in this Proposal.

### **COMPLETE THE FOLLOWING TABLES**

**Please initial each and every Cost Estimate page in the lower right hand corner.**

WASTE DESCRIPTION	Unit(s)	Unit Cost Break Down	Total Price
1. RCRA Incineration lab-packs	55 gallon drum	Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	\$ _____
2. RCRA Incineration Loose packs	55 gallon drum           Cubic Yard Box	Drum: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____  Cubic Yard Box: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	Drum \$ _____           Cubic Yard Box \$ _____

WASTE DESCRIPTION	Unit(s)	Unit Cost Break Down	Total Price
3. RCRA Incineration liquids	55 gallon drum	Drum: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	Drum \$ _____
	Cubic Yard Box	Cubic Yard Box: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	Cubic Yard Box \$ _____
4. RCRA Incineration solids	55 gallon drum	Drum: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	Drum \$ _____
	Cubic Yard Box	Cubic Yard Box: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	Cubic Yard Box \$ _____

WASTE DESCRIPTION	Unit(s)	Unit Cost Break Down	Total Price
5. Fuel blending liquids (No waste shall be used for fuel blending for cement kilns)	55 gallon drum	Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____)  Supplies (list) \$ _____ _____ _____	\$ _____
6. Fuel blending solids (No waste shall be used for fuel blending for cement kilns)	55 gallon drum          Cubic Yard Box	Drum: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____)  Supplies (list) \$ _____ _____ _____  Cubic Yard Box: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____)  Supplies (list) \$ _____ _____ _____	Drum \$ _____          Cubic Yard Box \$ _____
7. RCRA landfill	55 gallon drum	Transportation \$ _____  Disposal \$ _____  Supplies \$ _____	\$ _____

WASTE DESCRIPTION	Unit(s)	Unit Cost Break Down	Total Price
8. Class 1 landfill	55 gallon drum  Cubic Yard Box	Drum: Transportation \$ _____  Disposal \$ _____  Supplies \$ _____  Cubic Yard Box: Transportation \$ _____  Disposal \$ _____  Supplies \$ _____	Drum \$ _____  Cubic Yard Box \$ _____
9. Class 2 landfill, special waste	30 yard roll off	Transportation \$ _____  Disposal \$ _____  Supplies \$ _____	\$ _____
10. Class 2 landfill, special waste	55 gallon drum	Transportation \$ _____  Disposal \$ _____  Supplies \$ _____	\$ _____

WASTE DESCRIPTION	Unit(s)	Unit Cost Break Down	Total Price
11. Treatment acids, bases (solid)	55 gallon drum	55 gallon drum: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	55 gallon drum \$ _____
	30 gallon drum	30 gallon drum: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	30 gallon drum \$ _____
12. Treatment acids, bases (liquid)	55 gallon drum	55 gallon drum: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	55 gallon drum \$ _____
	30 gallon drum	30 gallon drum: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	30 gallon drum \$ _____

WASTE DESCRIPTION	Unit(s)	Unit Cost Break Down	Total Price
13. Treatment oxidizers	55 gallon drum        30 gallon drum	55 gallon drum: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____  30 gallon drum: Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	55 gallon drum \$ _____        30 gallon drum \$ _____
14. Dangerous When Wet	5 gallon pail	Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	\$ _____
15. Elemental mercury for recycling, shipped in small containers	1 lb.	Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	\$ _____

WASTE DESCRIPTION	Unit(s)	Unit Cost Break Down	Total Price
16. Mercury debris	55 gallon drum	Transportation \$ _____ Disposal \$ _____ (Off Spec disposal rate \$ _____) Supplies (list) \$ _____ _____ _____	\$ _____
17. Ammunition/ Gunpowder / Explosives	10 gallon pail	Transportation \$ _____ Disposal \$ _____ Supplies (list) \$ _____ _____ _____	\$ _____
18. Recyclable batteries (primarily NiMH, lithium & NiCAD)  How you would like material packaged? _____ _____	55 gallon drum	Transportation \$ _____ Disposal \$ _____ (Off Spec disposal rate \$ _____) Supplies (list) \$ _____ _____ _____	\$ _____
19. Batteries for disposal (non-recyclable batteries)  How you would like material packaged? _____ _____	55 gallon drum	Transportation \$ _____ Disposal \$ _____ Supplies (list) \$ _____ _____ _____	\$ _____

WASTE DESCRIPTION	Unit(s)	Unit Cost Break Down	Total Price																					
20. Compressed flammable gas cylinders	10 pound cylinders  30 pound cylinders  50 pound cylinders	<table border="0"> <tr> <td>10 lb</td> <td>30 lb.</td> <td>50 lb.</td> </tr> <tr> <td colspan="3">Transportation:</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td colspan="3">Disposal:</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td colspan="3">Supplies:</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> </table>	10 lb	30 lb.	50 lb.	Transportation:			\$ _____	\$ _____	\$ _____	Disposal:			\$ _____	\$ _____	\$ _____	Supplies:			\$ _____	\$ _____	\$ _____	10 pound cylinders \$ _____  30 pound cylinders \$ _____  50 pound cylinders \$ _____
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Transportation:																								
\$ _____	\$ _____	\$ _____																						
Disposal:																								
\$ _____	\$ _____	\$ _____																						
Supplies:																								
\$ _____	\$ _____	\$ _____																						
21. Compressed pesticide cylinders	10 pound cylinders  30 pound cylinders  50 pound cylinders	<table border="0"> <tr> <td>10 lb</td> <td>30 lb.</td> <td>50 lb.</td> </tr> <tr> <td colspan="3">Transportation:</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td colspan="3">Disposal:</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> <tr> <td colspan="3">Supplies:</td> </tr> <tr> <td>\$ _____</td> <td>\$ _____</td> <td>\$ _____</td> </tr> </table>	10 lb	30 lb.	50 lb.	Transportation:			\$ _____	\$ _____	\$ _____	Disposal:			\$ _____	\$ _____	\$ _____	Supplies:			\$ _____	\$ _____	\$ _____	10 pound cylinders \$ _____  30 pound cylinders \$ _____  50 pound cylinders \$ _____
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\$ _____	\$ _____	\$ _____																						
Disposal:																								
\$ _____	\$ _____	\$ _____																						
Supplies:																								
\$ _____	\$ _____	\$ _____																						
22. RCRA empty drums	55 gallon drum	<table border="0"> <tr> <td>Transportation</td> <td>\$ _____</td> </tr> <tr> <td>Disposal</td> <td>\$ _____</td> </tr> <tr> <td>Supplies</td> <td>\$ _____</td> </tr> </table>	Transportation	\$ _____	Disposal	\$ _____	Supplies	\$ _____	\$ _____															
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Disposal	\$ _____																							
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23. Recyclable latex paint	55 gallon drum	<table border="0"> <tr> <td>Transportation</td> <td>\$ _____</td> </tr> <tr> <td>Disposal</td> <td>\$ _____</td> </tr> <tr> <td>(Off Spec disposal rate</td> <td>\$ _____)</td> </tr> <tr> <td>Supplies (list)</td> <td>\$ _____</td> </tr> <tr> <td>_____</td> <td></td> </tr> <tr> <td>_____</td> <td></td> </tr> </table>	Transportation	\$ _____	Disposal	\$ _____	(Off Spec disposal rate	\$ _____)	Supplies (list)	\$ _____	_____		_____		\$ _____									
Transportation	\$ _____																							
Disposal	\$ _____																							
(Off Spec disposal rate	\$ _____)																							
Supplies (list)	\$ _____																							
_____																								
_____																								

WASTE DESCRIPTION	Unit(s)	Unit Cost Break Down	Total Price
24. Recyclable latex paint	Cubic yard box	Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies (list) \$ _____ _____ _____	\$ _____
25. Non-recyclable paint (incineration, 1 – 90% solid)	55 gallon drum	Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies \$ _____	\$ _____
26. Non-recyclable paint (incineration, 1 – 90% solid)	Cubic yard box	Transportation \$ _____  Disposal \$ _____ (Off Spec disposal rate \$ _____ )  Supplies \$ _____	\$ _____
28. Aerosol Cans (to be depressurized by the contractor and resultant metal must be recycled)	55 gallon drum	Transportation \$ _____  Disposal \$ _____  Supplies (list) \$ _____	\$ _____
29. Asbestos (friable)	55 gallon drum	Transportation \$ _____  Disposal \$ _____  Supplies (list) \$ _____	\$ _____

WASTE DESCRIPTION	Unit(s)	Unit Cost Break Down	Total Price
30. Picric acid	5 gallon pail	Transportation \$ _____ Disposal \$ _____ Supplies (list) \$ _____	\$ _____
31. Cyanide	55 gallon drum	55 gallon drum: Transportation \$ _____	55 gallon drum \$ _____
		Disposal \$ _____	
		Supplies (list) \$ _____	
	30 gallon drum	30 gallon drum: Transportation \$ _____	30 gallon drum \$ _____
		Disposal \$ _____	
		Supplies (list) \$ _____	
32. Recyclable metals (empty paint cans, empty aerosol cans*, etc.)	55 gallon drum	Transportation \$ _____ Disposal \$ _____ Supplies \$ _____	\$ _____

- **Note:** If there is a metal waste stream that is considered non-recyclable by the Contractor, please indicate this below, otherwise it will be assumed that all recyclable metals will be deemed acceptable by the contractor.

1. Non-recyclable metal waste stream: \_\_\_\_\_

Reason: \_\_\_\_\_

2. Non-recyclable metal waste stream: \_\_\_\_\_

Reason: \_\_\_\_\_



Service	Type	Price / Unit
33. On-site haz-cat analysis	Per test	\$ /analysis
34. Lab-pack	Per 55 gallon drum	\$ /55 gallon drum
35. Lab-pack	Per 30 gallon drum	\$ /30 gallon drum
36. Roll off box	20 yard	\$ _____/day including delivery, pickup & rental
37. Roll off box	40 yard	\$ _____/day including delivery, pickup & rental
38. Overpack	30 gallon drum	\$ /drum
39. Overpack	55 gallon drum	\$ /drum

Disposal Method	Total Unit Price			
	30 gal drum	20 gal drum	10 gal drum	5 gal drum/pail
RCRA incineration Liquid	\$	\$	\$	\$
RCRA incineration Solids				
Fuel blend liquid				
Fuel blend Solids				
Treatment bases/acids				
Treatment oxidizers				
Landfill Hazardous				
Landfill Class 1				
Landfill Class 2				
Overpack				

Please provide costs for other disposal methods or wastes below. Please identify and describe the method.

Disposal Method	Total Unit Price			
	30 gal drum	20 gal drum	10 gal drum	5 gal drum/pail
	\$	\$	\$	\$

**TRANSPORTATION COSTS:**

**Less Than Truckload Pickups:**

Stop Fee \$ \_\_\_\_\_  
Freight \$ \_\_\_\_\_/drum

(Note: LTL charges not to exceed full load charges.)

**Full Truckload Prices (not-to-exceed)**

Box Truck (40-48 drums or 12 cubic-yard boxes) \$ \_\_\_\_\_  
Combination vehicle (50-84 drums or 40 cubic-yard boxes) \$ \_\_\_\_\_  
  
**2 Hour Demurrage** \$ \_\_\_\_\_

## 2.7 QUALIFICATIONS OF THE PROVIDER

Provider shall identify its company name, address, telephone number(s), and FAX number(s) for the local office as well as the headquarters.

Provider shall attach a copy of its current Statement of Qualifications (**30-page maximum, 10 pt type minimum**). If subcontractors are to be utilized, current Statement(s) of Qualifications for this company(s) must also be included (**15-page maximum, 10 pt type minimum**). Within the Statement of Qualifications the Provider should:

- Explain any web-based customer service system that may be available to view and track waste shipments including but not limited to profiles, manifests, and certificates of destruction.
- Explain capabilities to provide Quarterly “Waste” Shipment/Handling/Disposal Summaries within 15 calendar days after of the close of each quarter.
- Submit a brief résumé (one page maximum, 10 pt type minimum) of each professional person who will be assigned to this contract. Identify key persons by name and title and describe the primary work assigned as well as the percentage of time each person will devote to this contract.
- Submit an **organization chart** depicting contact arrangement from the City to the Provider and from the Provider’s representative to other areas within the Provider. Identify key persons by name and title and describe the primary work assigned as well as the percentage of time each person will devote to this contract.
- Document Provider’s **experience** managing and performing transportation, and disposal of household hazardous waste on an as-needed basis.

### 2.7.1 LOGISTICS

Describe how the Provider will handle the details of shipment scheduling and waste pick-up and transportation as described in the Scope of Services.

- Explain “game-plan” for handling the City’s shipments including but not limited to scheduling pickups, temporary storage facilities, transportation, disposal sites, etc.
- Explain mechanisms for handling Waste Manifest and/or Waste Profile errors encountered at the shipment site along with communication channels between Field and Office personnel responsible for proper paperwork generation and completion.
- Explain mechanisms/operating procedures to ensure timely and effective arrival for shipments (including Waste Manifest correctness, labels, etc).

**INCLUDE A COPY OF THE QUALIFICATIONS AND THE PRE-AUDIT SCREENING FORMS FOLLOWING THIS PAGE BOUND WITHIN THE PROPOSAL PACKAGE**

## 2.8 WORK REFERENCES

Contractor shall submit a report that reflects the experience of the firm with the same nature and magnitude as that of the services to be provided. Such experience must be no more than five (5) years prior to the date that the proposals are due. The report shall include services and year(s) provided, contract amount, and the name, title, address, and phone number of a contact person who is familiar with the services rendered.

**INCLUDE A COPY OF THE REPORT FOLLOWING THIS PAGE  
BOUND WITHIN THE PROPOSAL PACKAGE**

2.9 A. LIST OF SUBCONTRACTORS

Providers shall complete the following information and submit it with the Qualifications Documents to permit the City of Fort Worth to more fully evaluate the submittal's quality prior to awarding the contract.

Subcontractor's Name	Subcontractor's Address	Subcontractor's Telephone No.	Subcontractor's FAX Number	Proposed Tasks on the Project

IF NECESSARY, PROVIDE MORE SHEETS TO DESCRIBE ADDITIONAL SUBCONTRACTORS.

**B. PROPOSED DISPOSAL FACILITIES**

List all TSDFs to be used for this project. This page may be copied if more space is needed. Attach relevant page(s) from RCRA Part B permits following this page.

Facility Name, Owner, And Address	Phone Number	Primary Contact Person	Type of Disposal	EPA and State ID Numbers

## 2.10 SUBCONTRACTOR / TSD FACILITY - QUALIFICATIONS AND CAPABILITIES

For each subcontractor or TSD Facility attach a copy of their current Statement of Qualifications (**15-page maximum, 10 pt type minimum**). Identify the company name, address, telephone number(s), and FAX number(s) for the local office as well as the headquarters and give a brief description of tasks that will be performed by the subcontractors and subcontractor's facilities.

Sub Contractor / TSD Facility shall provide a description of its capabilities to perform the tasks that are proposed. Tasks shall include normal tasks as well as, if applicable, response to emergencies, handling off-spec materials or waste streams, cylinders, unidentified wastes, and other pertinent capabilities the provider may want the City of consider. The capabilities should include a description of equipment available to perform duties, specialized personnel, and contracts including emergency response contracts.

- Provider may submit a list of references. Please include the contacts company name, position, phone number, email address, and address. Please provide a brief description of duties performed for the company referenced.
- Submit a brief résumé (one page maximum, 10 pt type minimum) of each professional person who will be assigned to this contract. Identify key persons by name and title and describe the primary work assigned as well as the percentage of time each person will devote to this contract.
- Submit an **organization chart** depicting contact arrangement from the City to the Provider to the subcontractor or TSD Facility. Identify key persons by name and title and describe the primary work assigned and the level of decision making.
- Document **experience** in performing tasks that are being proposed.

If applicable, document the provider's experience in training personnel in the management, identifying, packaging, transporting, recycling, re-use, treatment and disposal and the regulatory requirements of each.

## 2.11 PROPOSED WASTE DISPOSAL OPTIONS

This matrix lists most of the common types of waste collected at the Environmental Collection Center. For each waste listed, please indicate the proposed waste disposal method by placing a check mark in the appropriate box. **If a particular waste can be disposed of by more than one method, please indicate your preference by placing the appropriate number in each box, with "1" being the most preferred method, "2" being the next preferred method, "3", "4", etc.** In addition to the listed methods, highlight any innovations or new technologies proposed.

Waste Material	Proposed Disposal Method				
	RCRA Landfill	RCRA Incineration	Treatment	Fuel Blending	Other (specify)
Acids/corrosives					
Brake fluid					
Drain cleaners					
Fertilizers					
Gasoline					
Glue/adhesives					
Herbicides					
Home cleaners					
Insecticides					
Mercury					
Nail polish					
Pesticides					
Pharmaceuticals					
Poisons					
Pool Cleaners					
Solvents					
Stains					
Strippers					
Transmission fluid					
Varnish					

2.12 VENDOR'S COMPLIANCE TO STATE LAW

The following information is required by the **City of Fort Worth** in order to comply with provisions of state law, **TEXAS GOVERNMENT CODE § 2252.001**, State or Political Subdivision Contracts for Construction, Supplies, Services; Bids by Nonresident.

Every bidder shall affirmatively state its principal place of business in its response to a bid invitation. Failure to provide the required information shall result in your bid being declared non-responsive. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by the **City of Fort Worth**. For this reason, each bidder is encouraged to complete and return in duplicate, with its bid, the **Statement of Residency Form**, but in any event the low bidder shall submit this information within five (5) business days after the date of receipt of notification of apparent low bidder status from the **Purchasing Division of the Finance Department**. Failure to provide all required information within this designated period shall result in the apparent low bidder being considered non-responsive, and the second low bidder being considered for award.

**TEXAS GOVERNMENT CODE § 2252.001** defines a Texas "**resident bidder**" as a bidder whose principal place of business\* is in the state of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

**TEXAS GOVERNMENT CODE § 2252.001** defines a "**Nonresident bidder**" as a bidder whose parent company or majority owner does not have its principal place of business\* in the state of Texas.

Bidder's complete company name: \_\_\_\_\_

State your business address in the space provided below if you are a **Texas Resident bidder**:

\_\_\_\_\_

State your business address in the space provided below if you are a **Nonresident bidder**:

\_\_\_\_\_

\*The **State Purchasing and General Services Commission** defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the **State of Texas**, that the business entity:

- Has at least one permanent office located within the **State of Texas**, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, **and**
- Has at least one employee who works in the Texas office

Form prepared by:

\_\_\_\_\_  
**(Name)** **(Title)**

\_\_\_\_\_  
**Date:**

2.13 INSURANCE CERTIFICATES

2.13.1 **FOR PURPOSES OF THIS REQUEST FOR PROPOSAL, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS PAGE AND BOUND WITHIN THE PROPOSAL PACKAGE.**

2.13.2 The successful Provider will be required by the contract to have insurance coverage as detailed below. Prior to commencing work, the Provider shall deliver to Fort Worth certificates documenting this coverage. The City may elect to have the Provider submit its entire policy for inspection.

(a) Insurance coverage and limits:

Provider shall provide to the City certificate(s) of insurance documenting policies of the following coverage at minimum limits that are to be in effect prior to commencement of work on the contract:

1. Commercial General Liability
  - o \$1,000,000 each occurrence
  - o \$2,000,000 aggregate

Coverage shall include but not be limited to the following: premises/operations, independent contractors, products/completed operations, personal injury, and contractual liability. Insurance shall be provided on an occurrence basis, and as comprehensive as the current Insurance Services Office (ISO) policy.

2. Automobile Liability
  - o \$1,000,000 each accident on a combined single limit basis  
Split limits are acceptable if limits are at least:
  - o \$250,000 Bodily Injury per person /
  - o \$500,000 Bodily Injury per accident /
  - o \$100,000 Property Damage

A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project. The named insured and employees of Contractor shall be covered under this policy. The City of Fort Worth shall be named an Additional insured on Endorsement TE 9901 or equivalent, as its interests may appear. Liability for damage occurring while loading, unloading and transporting materials collected under the Contract shall be included under this policy.

3. Worker's Compensation
  - Statutory limits
  - Employer's liability
    - o \$100,000 each accident/occurrence
    - o \$100,000 Disease - each employee
    - o \$500,000 Disease - policy limit

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.), and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

4. Professional Liability
  - o \$1,000,000 each claim
  - o \$2,000,000 aggregate

Professional Liability Insurance shall be written on a project specific basis. The retroactive date shall be coincident with or prior to the date of this contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this contract and for five (5) years following completion of the contract (Tail Coverage). An annual certificate of insurance shall be submitted to the City for each year following completion of this contract.

5. Environmental Impairment Liability and/or Pollution Liability
  - o \$2,000,000 per occurrence.

EIL coverage(s) must be included in policies listed in items 1 and 4 above; or, such insurance shall be provided under a separate policy or policies. Liability for damage occurring while loading, unloading and transporting materials collected under the contract project shall be included under the Automobile Liability insurance or other policy(s).

- (b) Certificates of insurance evidencing that the Provider has obtained all required insurance shall be delivered to the City prior to Provider proceeding with the contract.

1. The certificate of insurance shall document the City of Fort Worth, its' Officers, Employees and Volunteers as an "Additional Insured" on all liability policies. Exception... the additional insured requirement **does not** apply to Workers' Compensation policies
2. The certificate of insurance shall provide thirty days (30) notice of cancellation or non-renewal.

Example: "This insurance shall not be canceled, limited in scope or coverage, cancelled or non-renewed, until after thirty (30) days prior written notice has been given to the City of Fort Worth.

3. The certificate shall be signed by an agent authorized to bond coverage on behalf of the insured, be complete in its entirety, and show complete insurance carrier names as listed in the current A.M. Best Property & Casualty Guide

4. All policies shall include a Waiver of Subrogation (Rights of Recovery) in favor of the City of Fort Worth.
5. The insurers for all policies must be licensed and/or approved to do business in the State of Texas. Except for workers' compensation, all insurers must have a minimum rating of A-: VII in the current A. M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.
6. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. Excess Liability shall follow form of the primary coverage.
7. "Unless otherwise stated, all required insurance shall be written on the "occurrence basis". If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the contractual agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the service provided under the contractual agreement or for the warranty period, whichever is longer. An annual certificate of insurance submitted to the City shall evidence such insurance coverage.
8. Policies shall have no exclusions by endorsements, which nullify the required lines of coverage, nor decrease the limits of said coverages unless such endorsements are approved in writing by the City. In the event a contract has been bid or executed and the exclusions are determined to be unacceptable or the City desires additional insurance coverage, and the City desires the contractor/engineer to obtain such coverage, the contract price shall be adjusted by the cost of the premium for such additional coverage plus 10%.
9. Any self-insured retention (SIR), in excess of \$25,000.00, affecting required insurance coverage shall be acceptable to and approved by the Risk Management Division of the City of Fort Worth in regards to asset value and stockholders' equity. In lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups, must also be approved by Risk Management.
10. Any deductible in excess of \$5,000.00, for any policy that does not provide coverage on a first-dollar basis, must be acceptable to and approved by the City's Risk Management Division
11. The City, at its sole discretion, reserves the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the

City based upon changes in statutory law, court decision or the claims history of the industry as well as of the contracting party to the City of Fort Worth. The City shall be required to provide prior notice of ninety (days).

12. The City shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modifications of particular policy terms, conditions, limitations, or exclusions necessary to conform the policy and endorsements to the requirements of this contract. Deletions, revisions, or modifications shall not be required where policy provisions are established by law or regulations binding upon either of party or the underwriter on any such policies.
13. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.
14. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of Provider's overhead.
15. Subcontractors to the Provider shall be required by the Provider to maintain the same or reasonably equivalent insurance coverage as required for the Provider. When subcontractors maintain insurance coverage, Provider shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by Provider of the contract.

2.14 PROVIDER'S LICENSES & CERTIFICATES

Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

Provider must provide a copy of the appropriate certifications, registrations, and licenses and related certificates (including Subcontractors) with their submittal.

Provider should include copies of the Company licenses and certificates from EPA, DOT, TCEQ, etc. and provide copies of individual licenses and certificates upon request from the City.

**ATTACH COPIES OF CURRENT APPLICABLE LICENSES AND CERTIFICATES  
FOLLOWING THIS PAGE AND BOUND WITHIN THE PROPOSAL PACKAGE**

## 2.15 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Provider's legal and compliance history is a critical component of this Request For Proposal. Read this section with care and respond accordingly. Failure of the Provider to provide all the information requested and to certify the report, will result in the Provider's submittal being declared non-responsive.

Provider shall attach a written report of legal action brought against:

Provider;  
Provider's officers;  
Provider's employees; AND  
Provider's proposed subcontractors

Relating to the protection of the environment. The report shall include all legal action brought within **five (5) years of the closing date of this Request for Proposal.** The report shall detail the substance, status, and outcome of such legal action. This includes without limitation the names of the agency and/or persons bringing the action, all relevant dates, and all fines, judgments, and/or settlements.

"LEGAL ACTION" means: ANY enforcement action by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, any other federal agency, the Texas Commission on Environmental Quality (including its predecessor agencies the Texas Natural Resource Conservation Commission, the Texas Water Commission and the Texas Air Control Board), the Texas Department of Health, and any other state agency, commission or department, whether in Texas or elsewhere, as a result of violations, real or alleged, of any laws, licenses, permits, judicial orders, or administrative orders, relating to the protection of the environment. In this context, enforcement action shall include without limitation, written warnings, notices of violation, consent orders or agreements, compliance orders, administrative hearings, and criminal prosecution. Legal action also means any civil litigation brought by any person relating to the protection of the environment.

"RELATING TO THE PROTECTION OF THE ENVIRONMENT" means: requirements pertaining to the manufacture, processing, distribution, use, handling, storage, transportation, reporting, records keeping, permitting, licensing, treatment, disposal, emission, discharge, spill, release, or threatened release of:

- (a) Hazardous materials, hazardous substances, hazardous wastes, toxic substances, petroleum, industrial waste, solid waste, pollutants or contaminants into or onto the:
  - (1) Air, surface water, drinking water, groundwater, storm water, publicly owned treatment works, or land.

THE REPORT SHALL BE SIGNED AND CERTIFIED by an authorized representative of the Provider, using the form on the following page. **The top portion of the form is to be completed if a report is attached. The bottom portion of the form is to be completed if Provider has no legal actions to report.**

An authorized representative of the Provider shall mean (1) if the Provider is a corporation: the president, secretary, or treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; (2) if the Provider is a partnership, a general partner; and (3) if the Provider is a sole proprietorship, the sole proprietor.

**INCLUDE A COPY OF THE REPORT FOLLOWING THE CERTIFICATION PAGE  
BOUND WITHIN THE PROPOSAL PACKAGE**

# Certification of Provider's Legal and Compliance History

Complete **ONE** of the Following Certifications:

I certify under penalty of law that the attached report of Provider's Legal and Compliance History was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title (print or type)

Date \_\_\_\_\_

I certify under penalty of law that the legal and compliance history of Provider, Provider's officers, Provider's employees, and Provider's proposed subcontractors was researched under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I hereby certify that no legal action relating to the protection of the environment was brought against Provider, Provider's officers, Provider's employees, or Provider's proposed subcontractors within the preceding five years. To the best of my knowledge and belief, this statement is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

\_\_\_\_\_  
Company Name

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Title (print or type)

Date \_\_\_\_\_

2.16 HEALTH & SAFETY PROGRAM MANUALS

Each Provider should submit a copy of their Corporate Health and Safety Program Manual.

**INCLUDE *ONE* COPY OF THE CORPORATE HEALTH & SAFETY PROGRAM MANUAL  
BOUND SEPARATELY BUT MAILED WITHIN THE SAME ENVELOPE.**

2.16 PROPOSED WASTE DISPOSAL OPTIONS

This matrix lists most of the common types of waste collected at the Environmental Collection Center. For each waste listed, please indicate the proposed waste disposal method by placing a check mark in the appropriate box. **If a particular waste can be disposed of by more than one method, please indicate your preference by placing the appropriate number in each box, with "1" being the most preferred method, "2" being the next preferred method, "3", "4", etc.**

Waste Material	Proposed Disposal Method				
	RCRA Landfill	RCRA Incineration	Treatment	Fuel Blending	Other (specify)
Acids/corrosives					
Brake fluid					
Drain cleaners					
Fertilizers					
Gasoline					
Glue/adhesives					
Herbicides					
Home cleaners					
Insecticides					
Mercury					
Nail polish					
Pesticides					
Pharmaceuticals					
Poisons					
Pool Cleaners					
Solvents					
Stains					
Strippers					
Transmission fluid					
Varnish					