Specifications for SWC #436

Lamps, Batteries, and Scrap Metal Recycling

1. Scope of Work

The purpose of this Contract is to provide Lamps, Batteries, and Scrap Metal recycling services for the State of Tennessee ("State") Agencies. The Contractor(s) shall provide all goods or services required by this Contract to all Tennessee State Agencies and shall also make this Contract available to all Authorized Users, as defined in the Terms and Conditions. Contractor(s) agrees to extend this Contract to Authorized Users.

The Contractor(s) shall provide all personnel, transportation, services, materials, equipment, technical and management support required to perform the recycling collection services.

2. Definitions

Agency	Each State of Tennessee board, commission, committee, department, officer, or any other unit of State government except for those governmental entities identified in Tenn. Code Ann. §12-3-102(a).
Battery	A device consisting of one or more electrically connected electrochemical cells, which is designed to receive, store, and deliver electric energy. An electrochemical cell is a system consisting of an anode, cathode, and an electrolyte, plus such connections (electrical and mechanical) as may be needed to allow the cell to deliver or receive electrical energy. The term battery also includes an intact, unbroken battery from which the electrolyte has been removed.
Contract Administrator	The Contractor's main point of contact at the Central Procurement Office.
CERCLA	Refers to the "Comprehensive Environmental Response, Compensation, and Liability Act," as authorized by 40 C.F.R. §307 et seq. and implemented by the United States Environmental Protection Agency.
CPO	Central Procurement Office
DOT	US Department of Transportation

DOT-approved container	Means those containers approved by the U.S. Department of Transportation for shipping hazardous materials in the United States.
DGS	State of Tennessee, Department of General Services
EPA	Environmental Protection Agency
Fastmarkets AMM	Index formerly known as "American Metals Market"
Gross Ton (GT)	A gross ton represents 2,240 LBS. Unit most often used to price ferrous scrap in the United States.
HID	High Intensity Discharge
HMTA	Hazardous Materials Transportation Act, as defined by USDOT in 49 C.F.R. § 178.500 et seq.
Milk Run	A process where Contractors will schedule the transportation or pickup of goods based on other client pickup or deliveries along the same route at a discounted rate to Authorized Users.
OSHA	Refers to the United States Department of Labor, Occupational Safety and Health Administration, a federal agency that focuses on safety and health of workers and additionally described in 29 C.F.R.
Recycling	For the purpose of this Contract, recycling means either processing waste in order to recover a usable product or energy, regenerate the material or use the waste as an effective substitute for commercial products.
RCRA	Resource Conservation and Recovery Act established by the Environmental Protection Agency
Scrap Metal	Means any ferrous or nonferrous metal that is no longer used for its original purpose and is capable of being processed for reuse by a metal recycling facility, including, but not limited to, iron, brass, wire, cable, copper, bronze, aluminum, platinum, lead, solder, steel, stainless steel, catalytic converters or other similar obsolete ferrous or nonferrous metals, but shall not include recyclable aluminum cans.
Scrap Metal Dealer	Means a person who buys, exchanges, or deals in scrap metal or an employee or agent of that dealer who has the express or implied authority to buy, exchange or deal in scrap metal on behalf of the dealer. Scrap dealers must be registered with the State of Tennessee Department of Commerce and Insurance and may register HERE.
Solid Waste	Solid Waste as defined in 40 C.F.R. §261.2
TSCA	Toxic Substance Control Act as defined by US EPA in 40 C.F.R.
Universal Waste	Waste materials designated as hazardous waste but containing materials that are very common. For purposes of this Contract, the definition shall be as defined in 40 C.F.R. §273.9, as may be amended.

3. General Requirements

A. Compliance with Laws and Regulations and General Requirements

1. The Contractor(s) shall perform the requirements of this contract including but not limited to all applicable state and federal regulatory requirements including those of the Resource Conservation and Recovery Act ("RCRA"); the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"); the Toxic Substance Control Act ("TSCA"); the Hazardous Materials Transportation Act ("HMTA"); the Occupational Safety and Health Act ("OSHA"); and the laws, rules and regulations promulgated by the Department of Transportation ("DOT") including but not limited to 49 C.F.R. § 178.500 et seq. The Contractor(s) shall possess and submit a copy of all necessary and required federal, state, and local permits and licenses. Submission of these licenses and permits does not indicate State approval, and the State may require additional (if required) permits and licenses. Compliance with state and federal laws and regulations applies to any subcontractor as well as the awarded Contractor(s).
2. The Contractor(s) shall provide a sufficient, competent, and trained staff to collect, weigh, and transport all Universal Waste and Scrap Metal as applicable.
3. It shall be the responsibility of the Contractor(s) to perform all the activities described herein in compliance with all applicable local, state, and federal laws and regulations; this includes, but is not limited to, the EPA and DOT (federal and state) requirements for marking, shipping, and labeling hazardous materials/wastes whether or not directly applicable.
4. Contractor(s) shall provide training and instruction to Authorized Users regarding proper packaging of materials in accordance with EPA and DOT (federal and state) requirements.
5. Authorized User(s) shall be responsible for properly packaging and storing the materials in the storage containers per training and instructions provided by the Contractor(s).
6. The Contractor(s) shall replace each container removed with a clean and appropriately labeled container of similar size and quality.
7. The Contractor(s) shall leave the pick-up site clean and environmentally safe.
8. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport of Universal Waste and Scrap Metal as applicable. The Contractor(s) shall be responsible for the transportation and recycling of all materials collected at time of pick-up.
9. The Contractor(s) shall ensure that all transporters possess local, state, and federal transportation permits and licenses as applicable to persons who transport hazardous waste and hazardous substances and shall comply with all local, state, and federal regulations.
10. The State reserves the right to pursue claims for damages through any and all legal remedies available to the State.

B. Spill and Release Responsibilities

1. The Contractor(s) shall submit and provide to the State a generic spill contingency plan that ensures all Contractor(s) employees are able and prepared to contain or control any spills or releases of Universal Waste or Scrap Metal. Such preparedness must be demonstrated by the development of a written spill contingency plan that shall provide for preventing and containing all spills at all collection sites. The Contractor(s) is solely responsible for any and all spills, leaks, or releases which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The Contractor(s) shall clean up all spills that occur during any pick-up in compliance with the spill contingency plan and to the satisfaction of the State, the Tennessee Emergency Management Agency ("TEMA"), and other applicable state and federal agencies. All of the Contractor's employees must be thoroughly familiar with the approved spill contingency plan. Submission of this spill contingency plan and subsequent contract award does not constitute State approval of all or part of the spill contingency plan.

4. Recycling Categories

A. The Contractor(s) shall provide recycling services for the following Recyclable categories:

1. Lamps
   a. Lamps, such as but not limited to, fluorescent tubes, compact fluorescent, HID lamps (mercury vapor, metal halide, high-pressure sodium), neon lamps; and any other lamps that are dangerous waste. Fluorescent lamps being referred to as "spent" contain mercury that requires recycling. Lamps shall be treated as Universal Waste. An unused lamp becomes waste on the date the handler decides to discard it.
   b. The Contractor(s) shall provide a DOT-approved container as defined in 40 C.F.R. § 273 for safe collection and shipment of lamps.
   c. Containers in which lamps are contained must be labeled or marked clearly with any of the following phrases:
      i. "waste containing lamps"
      ii. "used mercury containing lamps"
   d. Containers shall accommodate 4' to 8' tubes, and odd shaped lamps.
   e. Container pickup or delivery shall be scheduled by the respective Authorized User on a "call in" basis. Authorized Users shall allot 5 business days, unless otherwise agreed upon, for container pickup or delivery.
      i. Flat rate - Shipments under 750 LBS shall be subject to Contractor flat rate pickup and/or delivery fees as outlined in the Contract.
         1. 750 LB shipments may consist of various recyclables within each Contractor's awarded category.
      ii. Weight minimum – shipments that meet or exceed the minimum weight will not incur a transportation fee.
      iii. Milk Run discounts for combined pickups must adhere to the following:
         1. Milk Run pickup or delivery shall be accepted at the Authorized

Users discretion.

2. Discount off of flat rate fee according to Contractor's Contract.
3. Pickup or delivery shall be made within 15 calendar days of scheduling.
4. The Authorized User reserves the right to modify a Milk Run pick up or delivery to a flat rate or weight minimum pickup or delivery.
5. Additional modifications to a Milk Run pickup or delivery must be approved by the Authorized User.
6. Pickup or delivery of State goods must be clearly separated and labeled when multiple shipments are loaded on a single truck.

f. Contractor(s) shall provide a mail-back recycling program for small quantity shipments to be used at Authorized User's request. The Contractor(s) must provide shipping materials and prepaid shipping labels to the requesting Authorized User. The Contractor(s) may invoice the Authorized User according to the approved Contract catalog and discount. Authorized users shall not submit items not included in the mail-back catalog to the vendor for recycling.

2. Ballasts
   a. Non-leaking, PCB-containing ballasts and non-PCB containing ballasts shall be delivered to an approved recycling facility, where they shall be disassembled. PCB-contaminated liquids shall be incinerated in accordance with 40 C.F.R. § 720. All other parts of the ballast shall be reclaimed, reused, or prepared for marketing as a raw material in a manner that constitutes recycling as defined in EPA's RCRA (40 C.F.R. § 261.2). A certificate of incineration shall be provided to disposing Authorized User within approximately ninety (90) days of pick-up date or upon request by the State.
   b. The Contractor(s) shall provide a DOT-approved container as defined in 40 C.F.R. § 273 for safe collection and shipment of non-leaking, PCB containing ballasts and non-PCB containing ballasts.
   c. Containers shall accommodate 4' to 8' tubes, and odd shaped lamps.
   d. Ballasts shall be placed in a DOT-approved container, such as a 55-gallon steel drum or a 5-gallon pail. Drums are required by law not to exceed 800 pounds gross weight. Drum weight is approximately 40 pounds. Therefore, the quantity of ballasts per drum should be:
      i. No greater than two-hundred (200) 4' ballasts
      ii. No greater than ninety-four (94) 8' slim line ballasts
      iii. No greater than sixty-eight (68) 8' high-output (HO) ballasts
   e. Drums should be labeled pursuant to applicable regulations. Contractor(s) must label mercury-containing devices or a container holding mercury-containing devices.
   f. Contractor(s) shall supply the drums with a cover and lip ring with bolt. Once filled, the Authorized User shall cover and secure the drum by tightly bolting the lip ring.
   g. Container pickup or delivery shall be scheduled by the respective Authorized User on a "call in" basis. Authorized Users shall allot 5 business days, unless otherwise agreed upon, for container pickup or delivery.
      i. Flat rate - Shipments under 750 LBS shall be subject to Contractor flat rate pickup and/or delivery fees as outlined in the Contract.

1. 750 LB shipments may consist of various recyclables within each Contractor's awarded category.

ii. Weight minimum – shipments that meet or exceed the minimum weight will not incur a transportation fee.

iii. Milk Run discounts for combined pickups must adhere to the following:

1. Milk Run pickup or delivery shall be accepted at the Authorized Users discretion.
2. Discount off of flat rate fee according to Contractor's Contract.
3. Pickup or delivery shall be made within 15 calendar days of scheduling.
4. The Authorized User reserves the right to modify a Milk Run pick up or delivery to a flat rate or weight minimum pickup or delivery.
5. Additional modifications to a Milk Run pickup or delivery must be approved by the Authorized User.
6. Pickup or delivery of State goods must be clearly separated and labeled when multiple shipments are loaded on a single truck.

h. Contractor(s) shall provide a mail-back recycling program for small quantity shipments to be used at Authorized User's request. The Contractor(s) must provide shipping materials and prepaid shipping labels to the requesting Authorized User. The Contractor(s) may invoice the Authorized User according to the approved Contract catalog and discount. Authorized users shall not submit items not included in the mail-back catalog to the vendor for recycling.

3. Batteries
   a. Battery Recycling shall include the recycling of all battery types except vehicle batteries.
   b. The Contractor(s) shall provide a DOT-approved container as defined in 49 C.F.R. §173 for safe collection and shipment of batteries
   c. Containers in which the batteries are contained must be labeled or marked clearly with any of the following phrases:
      i. "Universal Waste – Batteries"
      ii. "Waste Batteries"
      iii. "Used Batteries"
   d. Contractor shall provide and document education to Authorized Users on proper battery packaging in accordance with DOT standards.
   e. Contractor reserves the right to refuse pickup of battery returns if battery is not packaged according to DOT standards. However, if battery packaging can be corrected within a reasonable, mutually agreed upon amount of time, Contractor shall remain onsite while the Authorized User repackages the battery. If a pickup cannot be completed due to improper packaging, Contractor may still charge Authorized User the pickup flat rate fee.
   f. Container pickup or delivery shall be scheduled by the respective Authorized User on a "call in" basis. Authorized Users shall allot 5 business days, unless otherwise agreed upon, for container pickup or delivery.
      i. Flat rate - Shipments under 750 LBS shall be subject to Contractor flat rate pickup and/or delivery fees as outlined in the Contract.
         1. 750 LB shipments may consist of various recyclables within

each Contractor's awarded category.

ii. Weight minimum – shipments that meet or exceed the minimum weight will not incur a transportation fee.

iii. Milk Run discounts for combined pickups must adhere to the following:

1. Milk Run pickup or delivery shall be accepted at the Authorized Users discretion.
2. Discount flat rate fee according to Contractor's Contract.
3. Pickup or delivery shall be made within 15 calendar days of scheduling.
4. The Authorized User reserves the right to modify a Milk Run pick up or delivery to a flat rate or weight minimum pickup or delivery.
5. Additional modifications to a Milk Run pickup or delivery must be approved by the Authorized User.
6. Pickup or delivery of State goods must be clearly separated and labeled when multiple shipments are loaded on a single truck.

4. Scrap Metal

a. The Scrap Metal Registration Program requires Scrap Metal Dealers to register with the State of Tennessee Department of Commerce and Insurance in accordance with Tennessee Code Annotated, Title 62, Chapter 9 (*see* https://www.tn.gov/commerce/regboards/scrap.html for details).

b. The Contractor must have and maintain a Scrap Metal Dealer license from the TN Department of Commerce and Insurance throughout the duration of the Contract.

c. The awarded Contractor for a TDOT region or district must be able to service all municipalities within the region or district.

d. Used Scrap Metal, aluminum, and metal products will be available for purchase by the Contractor(s) "as is".

e. The Contractor(s) shall provide a clean and appropriately labeled DOT-approved container as defined in 49 C.F.R. §178 for safe collection and shipment of Scrap Metal.

f. Container pickup or delivery shall be scheduled by the respective Authorized User on a "call in" basis. Authorized Users shall allot 5 business days, unless otherwise agreed upon, for container pickup or delivery.

i. Flat rate - Shipments under ***5*** Tons shall be subject to Contractor flat rate pickup and/or delivery fees as outlined in the Contract.

ii. Weight minimum – shipments that meet or exceed the minimum shipment will not incur a transportation fee.

iii. Milk run discounts for combined pickups must adhere to the following:

1. Milk Run pickup or delivery shall be accepted at the Authorized Users discretion.
2. Discount from the flat rate fee according to Contractor's Contract.
3. Pickup or delivery shall be made within 15 calendar days of scheduling.
4. The Authorized User reserves the right to modify a Milk Run pick up or delivery to a flat rate or weight minimum pickup or

delivery.

5. Additional modifications to a Milk Run pickup or delivery must be approved by the Authorized User.
6. Pickup or delivery of State goods must be clearly separated and labeled when multiple shipments are loaded on a single truck.

g. Contractor(s) must provide a list of subcontractors, partner, and/or sister agencies that could be used for Scrap Metal pick-ups.
h. The Contractor(s) shall be required to provide certified weigh scales or maintain calibrated stationary scales to accurately weigh all collected scrap metal at the time of pickup and provide pre-numbered weight tickets to the appropriate Authorized User personnel.
i. The Contractor(s) shall allow Authorized Users the option to haul scrap directly to the Contractor(s) facility.
j. For the purposes of this Contract, the category of "Tin" will be defined as unprocessed, shreddable ferrous material purchased over the scale from the general public and include (light iron, appliances, sheet scrap, and end-of-life vehicles delivered to a scrapyard). This category will be priced at the Fastmarkets AMM "Shredded Scrap" composite price for "Alabama" in the most recent week of publication.
k. Ferrous Scrap will be priced appropriately by metal either by the "Arkansas/Tennessee" or "Alabama" pricing market rate.
l. Non-Ferrous Scrap will be priced appropriately by metal at the national Dealer Buying price assessment for Copper and Brass, Aluminum will be priced appropriately by metal at the "Midwest Delivered" price, and Stainless Steel will be priced appropriately by metal at the "US Processor/Consumer" national basis rate.
m. Payments payable to the Authorized User shall be submitted by the Contractor(s) to the Authorized User no later than thirty business days after the date of purchase and shall be accompanied by the appropriate weight ticket(s) and a copy of the supporting page(s) from the Fastmarkets AMM publication showing Ferrous and Non-Ferrous Scrap and/or Steel prices on the day of purchase.