



Washington State  
**DEPARTMENT OF  
ENTERPRISE SERVICES**

**CONTRACT**

**No. 03924**

*FOR*

**DANGEROUS WASTE HANDLING AND DISPOSAL SERVICES**

*For Use by Eligible Purchasers*

By and Between

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

and

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

Dated July 1, 2025

**CONTRACT**  
**No. 03924**  
**FOR**  
**DANGEROUS WASTE HANDLING AND DISPOSAL SERVICES**

This Washington Statewide Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Clean Harbors Environmental Services, Inc., along with its affiliates and subsidiaries, a Massachusetts corporation ("Contractor") and is dated and effective as of July 1, 2025.

**RECITALS**

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 03924 dated April 10, 2025 for dangerous waste handling and disposal services.
- C. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Contract is thirty six (36) months, commencing July 1, 2025 and ending June 30, 2028; *Provided*, however, that if Contractor is not in default and if, by December 31, 2027, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to thirty six (36) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i>
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</i>
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. <i>Note: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</i>

**2. ELIGIBLE PURCHASERS.** This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:
  - State universities – i.e., University of Washington & Washington State University;
  - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
  - Evergreen State College;
  - Community colleges; and
  - Technical colleges.
- 2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
  - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
  - Federal governmental agencies or entities;

- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

### 3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

- 3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.
- (a) Goods. For purposes of this Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
  - (b) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
  - (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.
- 3.3. ECONOMIC ADJUSTMENT. Contractor may request price adjustments to the prices set forth in Exhibit B – Prices for Goods/Services between March 1 and June 1 annually. Contracts that do not request an adjustment during this time waive their price adjustment for that contract year, future adjustments will not include adjustment for the non-requested year. The prices shall be adjusted as set forth below, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. All calculations for the index shall be based upon the latest version of data published as of March 1 each year. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available shall be used. Prices will be adjusted on July 1 of each year through Enterprise Services updating Exhibit B – Prices for Goods/Services through this process without a contract amendment and posting the new prices on the public facing webpage. The economic adjustment shall be calculated as follows:

BLS Index: : PCU56211-56211

New Price = Old Price x (Current Period Index/Base Period Index).

- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic or other adjustment as set forth herein).
- 3.5. **CONTRACT INFORMATION.** Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 4.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
- 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.5. **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.6. **WASHINGTON STATE WAGE THEFT PREVENTION.** Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.7. **WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03).** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does

NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 4.8. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.
- 4.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.12. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.13. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.17. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.
- 4.18. SPILL RESPONSIBILITIES. Contractor is solely responsible for all spills, leaks or releases, which occur because of, or are contributed to by, the actions of its agents, employees, or subcontractors. In the event of a spill, leak, or release, the Contractor agrees to take the following actions:
- a. Evacuate and warn those persons that may be affected by the spill.
  - b. Immediately contact Emergency Response Agencies (i.e. call 911).
  - c. Contact Purchaser's representative.
  - d. Clean up the spill in a manner that complies with federal, state and local laws, regulations, rules and standards.
  - e. For spills, that occur other than on a Purchaser's owned or leased property; provide all notifications and reports as specified by federal, state and local laws, regulations, rules, standards and permits.

## 5. QUALITY; WARRANTY; REMEDIES.

- 5.1. **GOODS WARRANTY.** Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. **GOODS REMEDY.** If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.3. **SERVICES WARRANTY.** Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty shall survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period").
- 5.4. **SERVICES REMEDY.** If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.5. **IT WARRANTY.** Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or



modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.

5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.

5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.

5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

**6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all applicable health, safety, and other federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.

6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate current Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services pursuant to this Contract.

6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform on-site Services, Contractor, at its cost, shall remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser shall have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.

6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly shall report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist Purchaser in any investigation of incidents.

- 6.5. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.
- 6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.

## **7. SUBCONTRACTORS.**

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

## **8. USING THE CONTRACT – PURCHASES.**

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,'

software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

- 8.2. DELIVERY/PICK-UP REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries and pick-ups to the applicable delivery/pick-up location specified in the Purchase Order. Such deliveries/pick-ups shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
- (b) Contractor shall ship/pick-up all Goods and/or Services purchased pursuant to this Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery/pick-up, except loss or damage attributable to Purchaser's fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (d) Multiple Deliveries/Pick-Ups (Equitable Transport Fee). For deliveries/pick-ups at multiple sites within the same geographic area with the same vehicle an equitable split of the delivery/pick-up fee shall be applied. This equitable division of the delivery/pick-up fee will share cost for the common miles of the delivery. Contractor and the multiple Purchasers will work together on the equitable delivery/pick-up and will split the cost proportionally between the Purchasers based on miles traveled.

- 8.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly shall notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

- 8.4. CUSTOMER SERVICE.

- (a) Contractor shall maintain a customer service representative via both phone and email who is available from 9 AM to 5 PM PST (or during Contractor's normal business hours).

- (b) In the event of an escalated issue, Contractor shall provide Purchaser with updates on escalated issues every 48 hours until such issues are resolved.

## 9. INVOICING & PAYMENT.

- 9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:
  - (a) Contract No. 03924 and Purchaser's (generator's) order number;
  - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
  - (c) Manifest or Bill-of-Lading numbers, date of shipment and weight of shipment;
  - (d) Contractor's Federal Tax Identification Number;
  - (e) Date(s) of delivery;
  - (f) Detailed description of the services and supplies provided;
  - (g) Description of wastes, including quantity, unit prices and extended totals;
  - (h) Waste Profile (Stream) Number(s) as applicable;
  - (i) State / EPA Identification number (ID#) or address where service was provided
  - (j) Attached copies of Manifest(s) or Bill-of-Lading
  - (k) Invoice date and amount;
  - (l) Payment terms, including any available prompt payment discounts;
  - (m) State and local sales taxes, as required by Washington State Department of Revenue

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment shall not be considered late if a check or warrant is mailed within the time specified.
- 9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay

Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

- 9.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 9.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. **TAXES/FEEs.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchaser has not provided Contractor with a valid exemption certificate from such federal excise taxes.

## **10. CONTRACT MANAGEMENT.**

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: DES Team Apple  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: (360) 407-8008  
Email:  
[DESContractsTeamApple@des.wa.gov](mailto:DESContractsTeamApple@des.wa.gov)

**Contractor**

Attn: Robert Young-Gould  
26328 79<sup>th</sup> Ave South  
Kent, WA 98032  
Tel: (206) 900-1601  
Email: [young-gould.robert@cleanharbors.com](mailto:young-gould.robert@cleanharbors.com)

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.

- 10.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Legal Services Manager  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Email: [greg.tolbert@des.wa.gov](mailto:greg.tolbert@des.wa.gov)

**Contractor**

Attn: Urgent Legal Matter  
42 Longwater Drive  
Norwell, MA 02061-9149  
Email:  
ContractsGroup@cleanharbors.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

**11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

- 11.1. **CONTRACT SALES REPORTING.** Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Contract Sales Reporting System.** Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Contract Sales Reporting.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales  
invoiced (not including sales tax) x .0125.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.
- (d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. **ANNUAL CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;
- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser; and
- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

## 12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services  $\$500 \times 1.25 = \$625$ ); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

## 13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This



provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

#### **14. CLAIMS.**

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
- 14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

- 15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days

shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

## **16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.**

- 16.1. **TERMINATION.** This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.
- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **PURCHASER OBLIGATIONS – EXPIRATION.** Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.

- 16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
  - (b) Contractor fails to timely report quarterly contract sales;
  - (c) Contractor fails to timely pay the vendor management fees when due;
  - (d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
  - (e) Contractor breaches any representation or warranty provided herein.
- 16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.
- 16.8. REMEDIES FOR DEFAULT.
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
  - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any

limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

- 16.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

**17. PURCHASE ORDER TERMINATION.** Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

- (a) Upon the mutual written agreement of the parties to the Purchase Order;
- (b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or
- (c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

**18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.**

- 18.1. **WASHINGTON'S PUBLIC RECORDS ACT.** Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 18.2. **CONTRACTOR OBLIGATION.** Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 18.3. **ENTERPRISE SERVICES' OBLIGATION.** In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records

marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

## **19. GENERAL PROVISIONS.**

- 19.1. **NON-CONFORMING WASTE.** If the Work involves the transportation and disposal of waste, the Purchaser shall provide Contractor with a description of said waste ("Waste Profile"). Upon approval by Contractor, the Waste Profile shall be incorporated into and become a part of this Contract. Waste materials discovered by Contractor to be non-conforming, if in Contractor's possession, shall be prepared for lawful transportation by Contractor and returned to the Purchaser within a reasonable time after rejection by Contractor, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. The Purchaser shall pay Contractor at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with the Purchaser. Waste materials shall be considered non-conforming if the waste materials are not properly packaged or labeled; or if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Notwithstanding anything to the contrary, the Purchaser shall be solely responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Contractor may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances arising out of or related to non-conforming waste materials.
- 19.2. **SITE CONDITIONS.** Purchaser shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation, plans, maps, drawings, or other information concerning the site or Purchase Order which may reasonably be provided to Contractor. The Purchaser shall communicate to Contractor all special hazards or risks known to the Purchaser that are related to the performance of the Services pursuant to this Contract. The Purchaser represents and warrants to Contractor that the Purchaser has the requisite legal right, title, and interest necessary to provide access to the project site. Contractor shall not be liable for:

(i) damage or injury to any subsurface structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subsurface conditions, or the consequences of such damage or injury, if such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by Contractor in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Purchase Order or information furnished to or obtained by Contractor; or (iv) unknown subsurface physical conditions that differ materially from those ordinarily encountered. Should Contractor encounter such conditions, the parties shall agree on a revised Purchase Order providing for an equitable adjustment of the price and/or time of performance to account for such unknown or changed conditions.

19.3. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.

19.4. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

19.5. NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as

authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 19.6. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 19.7. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 19.8. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 19.9. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.10. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.11. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 19.12. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- 19.13. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 19.14. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 19.15. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 19.16. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.17. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.18. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.19. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 19.20. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 19.21. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities




are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.


- 19.22. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 19.23. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 19.24. **CAPTIONS & HEADINGS.** The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 19.25. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 19.26. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

**EXECUTED** as of the date and year first above written.

**STATE OF WASHINGTON**  
**Department of Enterprise Services**

By:  \_\_\_\_\_  
Tim Foitzik  
Its: Supervisor

**CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**  
**a Massachusetts Corporation**

By:  \_\_\_\_\_  
Marc McReynolds  
Its: Senior Vice President, West Region

**GENERAL REQUIREMENTS FOR ALL CATEGORIES (A, B and C)**

**1. COMPLIANCE WITH HEALTH AND SAFETY, ENVIRONMENTAL AND TRANSPORTATION REGULATIONS, PERMITS AND LICENSES**

Contractor agrees that all services and items furnished under this contract shall comply with all federal, state and local laws, permit conditions, rules, standards and regulations.

Said regulations including but are not limited to the following:

- a. Titles 10, 29, 40 and 49 of the Code of Federal Regulations; and
- b. Chapters 173, 246 and 296 of the Washington Administrative Code.

Contractor shall be licensed and permitted to handle, transport and dispose of dangerous waste as described herein. Contractor and subcontractor(s) shall, without additional expense to the State, obtain and maintain any current licenses and permits necessary for compliance with federal, state and local laws, regulations, rules and standards. These shall include, but not be limited to, the following:

- a. RCRA interim status or final status permits for RTSDF's or equivalent state permit; and
- b. EPA identification numbers and any permits necessary for transportation of dangerous waste in Washington and any other states through which wastes will be transported.

**2. LAND DISPOSAL RESTRICTIONS AND TREATMENT STANDARDS**

Contractor shall comply with all aspects of the EPA land disposal restrictions and treatment standards as promulgated from the dangerous and Solid Waste Amendments of 1984 (as amended) and all subsequent amendments. Upon request, Contractor shall assist contract users in preparing notifications-certifications and related paperwork to fulfill land disposal restrictions and treatment standards.

**3. DIOXIN BEARING/FORMING MATERIALS**

- a. Contractor shall not export from United States Dioxin Bearing / Forming Materials for direct landfill.
- b. Long-Term Storage shall only be conducted at a facility approved by the State of Washington. The proposed RTSDF shall be permitted to store dioxin bearing / forming wastes for multiple years.
- c. For Category B, at this time, WSDA does not allow long-term storage of dioxin bearing/forming materials (e.g. F027).

#### **4. WASTE DATA SHEETS**

- a. Purchaser represents and warrants that the waste packaged, loaded and removed under this contract shall be the waste that has been characterized (profiled) in the Waste Data Sheet and individually listed by name on the Drum Inventory Sheet.
- b. Purchaser understands and agrees that Contractor has the absolute and unqualified right to reject and refuse to handle any shipment of waste in the event Contractor determines that the waste material does not conform to the description on the Waste Data Sheet supplied by the Purchaser. If the shipment is rejected or refused for intentional misrepresentation by the Purchaser, then the Purchaser shall be obligated to pay the entire cost of transportation of waste to and from the Purchaser's site.

#### **5. ONLINE TRACKING SYSTEM**

Bidder must have an online waste tracking system with customer web access interface capabilities. The tracking system must at a minimum provide online access to printable versions of invoices, Uniform Dangerous Waste Manifest(s), and Land Disposal Restriction forms and Certificate(s) of Destruction / Disposal / Recycling.

#### **6. REACTIVE CHEMICALS**

Reactive chemicals shall be defined only as materials that meet the definition of WAC 173-303-090 (7).

#### **7. RECYCLING AND ENERGY RECOVERY**

- a. Recycling of dangerous waste must meet the definitions and requirements of WAC 173-303-019 – "Legitimacy criteria for recycling of hazardous secondary materials."
- b. Dangerous wastes burned for purposes of energy recovery must meet the definitions and requirements of WAC 173-303-510 – "Special requirements for dangerous wastes burned for energy recovery."

#### **8. COMPANY HEALTH AND SAFETY PLAN**

Contractor company's standard Health and Safety Plan (HASP) shall cover all phases of dangerous waste handling, loading, transporting and storage. Contractor's HASP shall apply to all work performed by the Contractor and Subcontractors that provide service at the Purchaser's location.

Health and Safety Plan shall consist of (at a minimum) the following topics:

- a. Introduction
- b. Hazard Recognition (explosion risk, chemical exposure)
- c. Personal Protective Equipment to be used on the job
- d. Site Control (stabilization work area, contamination control area, command control area)
- e. Communications activities (notification of emergency response needs, fire, police medical aide and owner representative)

- f. Decontamination procedures (used in the event of an emergency/contingencies)
- g. Contingencies (Fire, detonation, spill, injury, personnel exposure and etc.)
- h. Personnel and Qualifications, and Responsibilities Methodology (how is the work performed)
- i. Site Specific Health and Safety Plan Template
- j. Emergency Spill Response Procedure

Contractor should employ individuals with Washington State Dangerous Waste regulations experience and state specific waste codes for service work under this contract.

## **9. LABOR CHARGE FOR SERVICES**

For contract Category A, the only two labor positions are a chemist and technician, and any labor charges are only for work done by the Contractor at a Purchaser's site. For contract Category B, labor charges shall be determined from the Bidder's response to Category B's case study. For contract Category C, all labor charges are inclusive in the mobilization pricing.

## **10. WASTE SAMPLING AND ANALYSIS/TESTING SERVICE**

Contractor shall provide sampling, physical and chemical analysis/testing of waste samples, when requested by Purchaser.

- a. Contractor shall use an EPA certified laboratory and/or State of Washington certified laboratory when necessary, that shall strictly adhere to the prescribed methods, including provisions for sample preparation, prescribed equipment, detection limits and QA/QC procedures.
- b. Samples shall be handled, stored and analyzed in accordance with good laboratory practices in accordance with WAC 173-303 and EPA required standards and methods.
- c. When analysis methods permit, written analysis results shall be submitted to the Purchaser within fourteen (14) business days of sample receipt.
- d. Rush analysis shall be completed within five (5) business days of sample receipt, with written results submitted within seven (7) business days.
- e. Contractor shall, at the direction of Purchaser, sample and test in the field, to the extent necessary, small volume (i.e. five (5) gallons or less) wastes of unknown composition to safely and legally transport and dispose of the wastes. Written test results for each field test shall be provided to the Purchaser prior to transportation of the waste.
- f. Typical Analysis/Testing requested:
  - i. RCRA Metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver)
  - ii. Aquatic Toxin Metals (Copper, Nickel, Zinc)
  - iii. TCLP Screen (Metals, Organics, Herbicides, Pesticides and etc.)
  - iv. EPA Characteristic analysis (Ignitability, Corrosivity, Cyanides and, Sulfides)
  - v. PCBs (Wipes, soil, water and, oil)
  - vi. In-Field Hazard Characterization, Sampling, and Testing of Small Volumes of Unknowns

- g. Contractor shall not charge as a separate line item any dangerous Characterization (HAZCAT) charges for contract Category B and Category C. The State has a contract for Environmental Analytical Laboratory Services on Contract number 01519.

## **11. PACKAGING AND LABELING**

Contractor shall:

- a. Supply USDOT specification shipping containers and packaging material suitable for the packaging and shipment of all types of dangerous wastes, when requested by Purchaser;
- b. Pack all wastes, when requested by Purchaser;
- c. Pack all waste in compliance with 49 CFR while minimizing cost to Purchaser;
- d. Bear all costs associated with marking and labeling containers, including providing all necessary container labels;
- e. Review and approve all containers and labeling prior to shipping;
- f. Provide and affix the appropriate placards prior to leaving Purchaser's site;
- g. Provide the Purchaser with all appropriated transportation documentation, uniform dangerous waste manifests, land disposal restriction forms, drum packing slips, and labels for each container at no additional cost to the Purchaser; and
- h. Properly mark and label any empty containers as "empty", as directed by Purchaser.
- i. Note: If Contractor needs to repackage waste(s) because of improper packaging by the Purchaser (i.e. not packed in such a manner that all applicable federal, state and local laws, regulations, rules and standards are complied with), then the Contractor shall receive Purchaser's prior approval before performing the repackaging. All related repackaging materials and labor are chargeable as defined on the Price Sheet.
- j. Bidder shall disclose any packaging requirements that are in addition to USDOT or EPA regulations. This includes any additional requirements required by TSDF permits or Company procedures.

## **12. LOADING AT PURCHASER'S SITE**

Contractor shall provide all necessary equipment and personnel for loading at the Purchaser's site. To the extent available, Purchaser may provide equipment and personnel to assist the Contractor in loading. Contractor shall ascertain the availability of Purchaser's loading equipment or personnel at the time of order placement or prior to scheduled pickup. When loading requires extraordinary equipment, supplies, personnel or resources (e.g., boom truck, extra personnel to operate it), Contractor shall be reimbursed for costs associated therewith. Prior written approval shall be obtained from Purchaser.

## **13. TRANSPORTATION RESOURCES**

Contractor shall provide the necessary transportation services to meet the transportation needs of the state for services provided under this contract, including short-haul and long-haul trucking, rail and over-water transportation. Bid price shall include all transportation costs, unless otherwise specified in the CONTRACT and on the Price Sheet.

Demurrage and Layover charges shall only apply when incurred at Purchaser's site and are only applicable when such charges are the result of delays caused by request or negligence of Purchaser. Contractor shall be compensated for costs associated with waiting times over thirty (30) minutes. Compensation shall be pro-rated on a per quarter-hour basis. Demurrage and Layover charges shall be considered on a case-by-case basis with Purchaser's written approval before invoicing for such charge(s).

#### **14. TRANSPORTATION DOCUMENTATION**

- a. Contractor shall provide and utilize appropriate transportation documents for removal of all wastes as described herein from Purchaser's premises. For Purchasers that prepare their own uniform manifest and Land Disposal Restriction notification form (LDR), Contractor shall provide assistance in the preparation of the manifest and LDR as requested by Purchaser.
- b. The uniform manifest shall be reviewed and signed by an appropriate representative of the Purchaser prior to or at the time of waste pick-up. Manifest shall be completed as prescribed by federal, state and local laws, regulations, rules and standards.

If requested by the Purchaser:

- i. Each manifest, as well as all other required documentation or Bill(s)-of-Lading, shall be clearly and distinctly marked with the contract number and Purchaser's delivery order number as applicable. The contract number and delivery order number shall be noted in the upper right hand corner of each manifest.
- ii. Contractor shall use the Purchaser's tracking system for assigning manifest and document numbers.
- iii. Contractor shall provide all necessary data to enable the Purchaser to complete the Annual Reporting Information as required by Department of Ecology and/or EPA; this information shall be made available within twenty (20) business days of pick-up.
- iv. When wastes are manifested to a facility for temporary storage, repackaging or bulking, then the Contractor shall provide the Purchaser documentation that lists the Final RTSDF to which each waste container's contents were sent to, copies of the shipping manifest(s), Bill(s)-of-Lading, acknowledgement of receipt by the Final RTSDF and any other pertinent paperwork. (Note: this specific requirement is mandatory for Category B.)

#### **15. CERTIFICATION OF DISPOSAL DOCUMENTATION**

If requested by Purchaser, Contractor shall return to each Purchaser (designated contact person) a certificate(s) of recycling, treatment, disposal and/or destruction (CD) for all waste handled.

- a. The CD shall be sent to the Purchaser within thirty (30) days from the date of disposal, but in no case, shall this time period exceed 365 days from the original date of shipment from Purchaser's site.

- b. The CD document shall contain the following:
  - i. Purchaser's name;
  - ii. Purchaser's shipment site or mailing address as requested by Purchaser;
  - iii. Manifest number and line item number
  - iv. Waste Handling Facility Information:
    - 1. Name and address of the recycling/disposal/destruction facility
    - 2. Facility's EPA identification number
    - 3. Waste Management Method
    - 4. Date management method occurred
    - 5. The Certification Statement: "Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or presentation (18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the information contained in or accompanying this document is true, accurate, and complete. As to the identified section(s) of this document for which, I cannot personally verify truth and accuracy, I certify as the company official having supervisory responsibility for the persons who, acting under my direct instructions, made the verification that this information is true, accurate and complete."
    - 6. Facility official signature
    - 7. If the waste is sent to another facility for use (e.g. recycled materials, energy recovery), list the facility(s) information (name and address).

## **16. WASTE HANDLING FACILITIES**

- a. Contractor must maintain enough approved for use waste handling facilities as described herein of RTSDF and any other facilities, including but not limited to ten (10) day transfer sites, storage (short and long-term) facilities, disposal facilities and consolidators that will be used by the Contractor to properly handle and dispose of all waste under this contract.
- b. Contractor shall maintain current facility information with the DES for each waste handling facility and the waste stream(s) that will be managed at each facility under this contract.
- c. Contractor shall not store waste more than six (6) months unless Purchaser approves. For those wastes stored beyond six months, Contractor shall obtain Purchaser's written approval to continue storage of waste up to twelve (12) months from the original receipt date at the storage facility, with the exception of dioxin bearing/forming wastes that may require long-term storage.
- d. Contractor shall notify Purchaser in writing when stored waste is shipped to the Final RTSDF and provide the Purchaser a manifest of the waste shipped within thirty (30) calendar days of shipment.
- e. Recycling Only Facility(s) that are not required to have RCRA permits shall be required to obtain and maintain any and all state required permits in the state in which they are located, especially as it relates to liability insurance and financial assurance.
- f. All waste shall only be transported, accumulated, stored, recycled, destroyed or disposed of within the United States; unless no capacity exists in the United States for such an activity. Contractor shall obtain Purchaser's written approval prior to shipping wastes outside the United States for any purpose.

## **17. FACILITY REVIEW**

- a. The state reserves the right to conduct a review of any facility that is proposed for use or actually used by the Contractor under this contract. Facility reviews may be conducted at any Primary Receiving and Final Recycling, Treatment, Storage, Disposal Facility (RTSDF) and includes but not limited to transfer, consolidation, storage facilities, and transportation companies in which dangerous waste will be managed under this contract.
- b. Contractor shall be responsible for the costs associated with on-site facility reviews and obtaining documentation for facility reviews. The Facility Review committee members shall receive agency travel authorization, and pay all their travel related expenses costs of obtaining documents for facility reviews through their agencies related to any facility reviews. All facility review costs incurred will originally be paid by the review committee's respective agency. The facility review committee member's agency shall submit a travel expense report and document cost record to the DES Procurement Coordinator. All travel expenses and related forms are subject to State of Washington Office of Financial Management guidelines related to travel (<http://www.ofm.wa.gov/resources/travel.asp>). DES shall invoice the Contractor for the amount of the travel expense report and cost of obtaining documents, and then the Contractor shall have thirty (30) calendar days to pay DES. DES shall reimburse the facility review committee member's agency within thirty (30) calendar days of receiving the facility review expense report by means of a state warrant or electronic payment.

## **18. DANGEROUS WASTE HANDLING AND DISPOSAL SERVICES**

- a. Facility Reviews may include but not limited to regulatory, environmental and financial concerns, such reviews are to determine whether the facility is designed, constructed and managed in a manner that minimizes the risk to human health and the environment, and minimizes pollution liability risk for contract users. Facility Reviews may include but not limited to off-site facility documentation reviews and on-site facility reviews.
- b. Facility Reviews shall be coordinated by the DES and will generally be conducted by a committee of up to three (3) individuals. However, DES may seek additional participants as desired or needed for review purposes. Facility Review Committee will generally consist of Purchaser's designated person(s) knowledgeable in waste management practices and the needs of the state.
- c. Facility Review committee will conduct an off-site facility review of facility informational documents as provided by the Contractor and may include a visit to any facility for an on-site facility review. Facility Profile Review Checklist form will be used for on-site facility reviews, the form is incorporated in this IFB document as [Appendix G](#).
- d. Facility Review committee shall provide within sixty (60) days notice from the DES a written facility review report with a recommendation on whether to use or not use a proposed facility. The committee's recommendation from the Facility Review report results are the best-reasoned professional judgment of the review committee and individual members. Facility Review reports shall be maintained and available for review at the DES.



- e. Facility Reviews of any facility may be conducted every three (3) years or anytime during the contract term if there has been a change of ownership, significant event/release (fire, flood, explosion and etc.), significant operational change (processes, practices, permits, licensing and etc.), a change to the regulatory compliance status, change or addition of new waste management methods at a facility or other significant events as determined by the state.
- f. The state reserves the right to reject or exclude any proposed facility based on the Facility Review results.
- g. All facilities used under this contract are conditionally accepted for use and may be removed at any time based on the Facility Review process. If a facility is removed for use under this contract by the state for any reason, then the Contractor shall have ten (10) business days to either remedy the situation at the facility to the state's satisfaction, proposing an acceptable remedying plan or offer an alternative facility acceptable to the state, otherwise the Contractor will be in breach of contract. The state will follow the above Facility Review process before Contractor may use a proposed facility under the contract. Any related price adjustment requests shall follow the Special Terms and Conditions, Pricing Adjustments provisions identified herein.

## **CATEGORY A - SPECIAL PROVISIONS, GENERAL DANGEROUS WASTE HANDLING AND DISPOSAL SERVICES**

### **1. DESCRIPTION OF SERVICES**

Category A of this contract is to provide services for dangerous wastes generated by Washington State agencies (some of the typical contract users are the Department of Ecology, Department of Corrections, and Department of Transportation), universities (such as the University of Washington, Washington State University, and Western Washington University), colleges, political subdivisions and other members of the Washington State Purchasing Cooperative. Contractor shall at the direction of Purchaser; collect, package, transport and dispose of dangerous waste as described herein.

### **2. SOURCE OF WASTE**

Dangerous wastes are generated from the operation of machinery, structural maintenance, construction, laboratories, research activities, vehicles, manufacturing and other institutional, commercial or industrial activities, as well as waste from state spill response efforts as defined or applicable under WAC-173-303-145.

### **3. CONTRACTOR PACKING OF WASTE**

- a. Contractor's employees who perform services at Purchaser's site shall have waste handling experience in packing, transporting and disposing of dangerous wastes, including handling of laboratory wastes from major teaching and research institutions.
- b. Contractor shall, as requested by the Purchaser, prepare appropriate transportation documents for Contractor packed materials, submit to the Purchaser a summary sheet for the labor and materials used at the end of each event or day on site, and package materials for transportation to a RTSDF or other facilities as listed in the contract.
- c. Packing of wastes shall be conducted by or supervised by an on-site person employed by the Contractor that is knowledgeable with preparation of lab packs and drums.
- d. Contractor shall be responsible to supply containers, absorbent materials and labels to meet all specified USDOT packaging requirements. Contractor shall use appropriately sized containers to minimize the costs.
- e. For lab packs: the Contractor shall provide packing lists that shall include for each item at the minimum: the composition of the waste, the number of containers and quantity, the Purchaser's container identification number, and if requested, the applicable EPA and Washington State Dangerous Waste codes and a determination of whether the waste is considered to be Dangerous Waste or Extremely dangerous Waste under WAC 173-303.
- f. Segregation and packaging procedures required of the Purchaser by the Contractor shall not be substantially more restrictive than required by 49 CFR, 40 CFR, WAC 173-303-161 and WAC 173-303-190, other than segregation required for use of different disposal technologies.

### **4. SERVICE EXPECTATIONS**

Contractor shall adhere to the following time response limits for service requests:

- a. Receive all service requests under this contract by telephone, fax, or email and confirm them in writing within two (2) business days;
- b. Complete small volume (HAZCAT) waste analysis within four (4) weeks from request for analysis;
- c. Provide acceptance or rejection of waste stream profiles within two (2) weeks from notification by Purchaser;
- d. Review and approve or reject packing lists of Purchaser's packed waste materials within one (1) week from receipt of lists. Rejected lists shall be annotated with reason for rejection and required change(s) to assist the Purchaser in preparing an acceptable package;
- e. Transport approved Purchaser's packed material within two (2) weeks from notification by Purchaser.
- f. Complete waste packing and removal within four (4) weeks from notification by Purchaser; and
- g. Remove all wastes from the site upon completion of Contractor's performed preparation for shipment and departure, unless previous written approval is obtained from the Purchaser.

End of Category A

## **CATEGORY B - SPECIAL PROVISIONS, WSDA PESTICIDE COLLECTION AND DISPOSAL SERVICES**

### **1. DESCRIPTION OF SERVICES**

Category B of this contract is to provide services for pesticide wastes generated from the Washington State Department of Agriculture (WSDA) Waste Pesticide Collection Program at collection events and customer-site projects. As directed by the WSDA, the Contractor shall collect, package, transport, and dispose of dangerous waste as described herein.

### **2. TYPES OF COLLECTION EVENTS**

The program primarily operates two types of collection events:

- a. Regional Event: Historically, most pesticides are collected at regional events. Typically, customers provide an inventory of the pesticides they wish to dispose of and transport them to the collection site. WSDA personnel shall screen the material to ensure it meets the criteria for waste pesticide. If the material meets such criteria, WSDA shall be the waste generator for this Program and customers shall not be required to obtain generator identification numbers. Regional collection events have ranged from several hours up to four days, although, most are one-day events.
- b. Customer Site Event: These collection events are hosted at a customer's location. They are usually small events with minimal site set-up to collect a waste that for some reason was unable to be transported to a regional event or is best collected at the customer's site. Typically, these events involve two Contractor personnel and one or two WSDA representatives traveling to one or more of these sites. For cost efficiencies, several of these sites may be visited on the same trip.
  - i. WSDA does not own any fixed facility sites for collection purposes, therefore it cannot store collected pesticides. This also means that WSDA does not have a location to store any rejected waste, so all waste profiles must be approved before the waste is shipped for destruction.
  - ii. Customers are required to sign-up for this WSDA program and provide inventory lists of the pesticides that they wish to dispose of through this program.

### **3. WASTE MANAGEMENT METHODS**

- a. Small thin-wall canisters of pressurized liquids are handled under Category B of this contract. However, pressurized compressed gas cylinders (except small, thin-walled canisters) are normally not allowed at regional collection events for safety reasons. If collected, gas cylinders are usually handled at the customer's site under pricing established in Category A of this contract.
- b. Due to the poor condition and age of many pesticide containers, all single-walled liquid drums are required to be over packed to prevent spills during transport or upon receipt at the RTSDF.
- c. WSDA policy directs that high temperature destruction at an U.S. EPA permitted dangerous/hazardous waste incinerator be the preferred method of disposal unless other disposal methods are required by treatment standards, or the chemical can be recovered

and reprocessed into a legal U.S. EPA registered pesticide product. Many pesticides are “land ban” chemicals, which are prohibited from disposal at dangerous/hazardous waste landfills (40 CFR 268).

- d. This WSDA program does not allow any wastes collected under this program, including those blended for incinerator fuel or energy recovery, to be disposed at a cement kiln or similar industrial furnace facility. While many liquid pesticide formulations may designate as a D001 flammable liquid, they usually also designate as at least a WT02 state dangerous waste due to toxicity.
- e. Contractor shall provide a certificate of disposal/destruction (CD) for waste. For those wastes that cannot be incinerated (destroyed), such as those with high metallic content and were recycled or treated, then the CD is to identify the waste management method used.
- f. For wastes with a high BTU value that is blended for incineration fuel for use at a location other than the RTSDF listed on the initial manifest, Contractor shall:
  - i. Provide WSDA with copies of the Uniform dangerous Waste Manifest bearing certification of receipt by the receiving facility, the profile, and a description of the destruction method (if not detailed in the profile) under which the waste was transported to the Final RTSDF.
  - ii. Provide destruction date: If the destruction date cannot be determined due to commingling or bulking, Contractor shall provide the identity of the tank(s) the waste was introduced into, the pertinent batch number(s) or other equivalent process identification code and the date(s) the waste was introduced into the tank(s).
- g. No container bulking (transferring several containers into one) is allowed at the collection site without specific authorization by the WSDA site coordinator and the safety officer in order to prevent mixing of incompatible materials, potential spills, worker exposure, or contamination of a collection site. Since most pesticides collected are designated (at a minimum) as a state dangerous waste this would require decontamination of all empty containers produced during a bulking process and all shall require disposal as a dangerous waste. For these reasons, nearly all containers are lab packed or overpacked for transport to an RTSDF listed in the contract.

#### **4. PROGRAM REQUIREMENTS**

WSDA Waste Pesticide collection events are a “team effort” among WSDA and Contractor’s staff. WSDA shall:

- a. Coordinate with government agencies and private parties to provide collection sites;
- b. Obtain RCRA site identification numbers for the sites and become the waste generator of record;
- c. Screen the inventories, visit some sites to assist with identification or packaging, and prepare a spreadsheet for the Contractor that lists the types and amounts of wastes expected at the collection event;
- d. Prepare a collection event inventory list, which is usually available at least one week before a collection event, including the product name (if known), active ingredient(s), formulation

- (liquid, solid or gas), type and size of container, and the approximate amount in the container. The inventory list shall include suggested federal and state dangerous waste codes for pesticide active ingredients anticipated at the event;
- e. Schedule organizational meetings and/or emergency services briefings before the pesticide collection events, if necessary. This used to be required; however, since regional Haz-Mat teams and hazardous materials training for local emergency response personnel are now common, we usually no longer schedule a local emergency services briefing before a pesticide collection event, unless it is requested;
  - f. Publicize the events, obtain customer inventories and arrange for orderly transport of customer's pesticide products to the collection site;
  - g. Provide a traffic control / customer check-in person;
  - h. Provide staff to perform customer vehicle load checks, help visually identify a container's ingredients, communicate with the customer and assist the Contractor with customer vehicle unloading. All WSDA staff that directly handle unpacked pesticides or assist in the "hot zone" has appropriate training and are 40-hour HAZWOPER certified. WSDA staff has experience and training in proper pesticide handling and identification; and
  - i. Provide proper PPE for WSDA staff. This includes tables to hold PPE supplies and chairs for donning and doffing the PPE.
  - j. Provide hydrating beverages for their crew.

Contractor shall:

- a. Make an on-site inspection of the proposed collection site before joint approval of the site, if requested;
- b. Attend organizational meeting(s) and/or emergency services briefings before the pesticide collection events, if requested;
- c. Arrange for and secure all necessary permits and profile approvals before the collection event;
- d. Participate in a site-specific safety meeting for all staff working at a collection event;
- e. Prepare and provide a Health and Safety Plan (HASP) or a similar written safety, emergency, and contingency plan for each collection event. WSDA is a large quantity, fully regulated waste generator under RCRA and Washington State Dangerous Waste Regulations;
- f. Provide a waterproof covered work area at all events where a roofed work area is not already provided. Some collection event sites do not have roofed structures under which to work. If the site does not have an appropriate covered area, then the Contractor shall be required to provide and erect a canopy or arrange for at least one canopy to be erected over most of the chemical handling area. It shall be sturdy and safe to work under during moderate winds. Eastern Washington State is known for occasional strong, gusty winds. The minimum required canopy size is 20ft x 30ft or multiple smaller canopies over specific work areas. A larger size (such as 30ft x 40ft) or multiple smaller canopies is suggested for larger events or periods of expected inclement weather. The canopy shall have a single peak or have an operational center gutter system to ensure that the area under the canopy remains dry. Rainwater collected in buckets in the center of the work area is not acceptable;

- g. Provide all materials, supplies, and equipment necessary to lab pack or over pack the waste pesticides, e.g., tarps, drums, boxes, liners, absorbent, labels, drum packing (inventory) sheets, markers, tape, shrink-wrap or drum ties, pallets, drum slings, a pallet puller and stout chain or strap, carts, dollies, totes/bins, tables, chairs, spill kits, brooms, shovels, miscellaneous tools; and any item not mentioned but required;
- h. Prepare the collection site: tarp the work area, lay double tarp and berm as necessary, block entrances to storm drains and waterways and arrange for canopy(s) to be erected as required, set-up an emergency shower and eye wash, decontamination - rinse wash station (buckets may suffice for rinsing), if non-disposable PPE is used, provide fire extinguishers, traffic cones, signage, and similar activities needed to host an event;
- i. Provide and/or arrange for the delivery of a forklift to all work sites unless it has been pre-determined that a forklift is not necessary. A pallet puller may be necessary to remove all pallets of waste from a customer's vehicle;
- j. Assure all staff working on the tarped pesticide handling area shall wear a minimum of level "C" PPE. Contractor shall provide proper PPE for workers (minimum of air-purifying respirator for pesticides and organic vapors, poly-coated Tyvek or equal, appropriate chemical resistant gloves, chemical resistant steel-toed boots or chemical resistant covers over steel-toed boots and eye protection.) Due to the length of time staff may continuously wear a respirator, Powered Air- Purifying Respirators (PAPR) are highly suggested;
- k. Be able to provide at regional collection events at least two (2) on-site Contractor personnel certified to use level B "SCBA" type protective gear. Washington State Department of Labor and Industries requires an additional forty (40) hours of training above the basic forty (40) hour HAZWOPER training in order to use SCBA at a Washington State job site. When requested, at least two (2) SCBA units and four (4) portable air tanks shall be available at the site in case of emergency;
- l. Provide a safety officer (may have multiple duties), a field first aid kit with supplies for a work crew, and at least four portable fire extinguishers.
- m. Provide hydrating beverages for their crew;
- n. Prepare waste disposal profile(s);
- o. Assign USDOT, EPA and Ecology's transportation codes and waste identification numbers. WSDA is the legal waste generator and has created a waste pesticide code database. WSDA will assist the Contractor with the designation of waste identification numbers before and during a collection event. Contractor is responsible for assigning the proper USDOT codes, segregating and packing all collected pesticides into proper USDOT approved shipping containers;
- p. Provide a certified electronic pallet scale at the collection event, if pricing is based upon weight. The scale must be large enough to accurately weigh cubic meter boxes of packaged waste that could weigh up to a maximum of 2,000 pounds or a large IBC tank that could weigh near 4,000 pounds, if full. A smaller certified electronic scale can be used at special collection projects and events where the largest waste container may be a 90-gallon overpacked drum;
- q. Receive, sort, package, and classify waste;
- r. Prepare lab packs and over packs for offsite disposal;
- s. Prepare drum sheets (inventory lists). All disposal drum's contents shall be inventoried;

- t. Prepare labels for lab pack and over pack drums and boxes;
- u. Prepare shipping manifests and any required land disposal restriction (LDR) notification forms;
- v. Provide required records (copies of packing sheets, master drum lists, manifests and, etc.) to the WSDA event representative;
- w. Provide a master transportation / disposal list (master drum list), which easily shows the RTSDF that each drum/box of waste was initially sent to, the manifest document number, the manifest line the drum/box is assigned to, the drum/box number(s), the type and size of the drum/box, and the weight of each drum/box, if billing by weight.
- x. Transport and track waste to a RTSDF(s) listed in the contract;
- y. Store or arrange for storage of any collected pesticides that cannot be immediately disposed;
- z. Ensure that the Final RTSDF manages the waste in accordance with all federal, state and local laws, regulations, rules and standards, WSDA and contract requirements;
- aa. Be responsible for all non- dangerous waste generated at the event site. Contractor shall arrange for refuse bins to be delivered to the work site or shall collect and self-transport non-dangerous waste to appropriate off-site disposal/recycle locations;
- bb. Have WSDA site coordinator's approval of any exceptions at actual events in order for them to be billable;
- cc. Work with WSDA to economize mobilization costs by coordinating with other collection events or other collection activities when possible; and
- dd. Package all collected pesticides by the end of each collection day and transport waste off-site. Packaged and closed waste containers can be stored over-night on appropriate contractor trucks. Off-site transportation of waste will be immediately after the collection event, which is usually the last day of the event, or by the morning following the event.

End of Category B



## **CATEGORY C – SPECIAL PROVISIONS, HOUSEHOLD AND MODERATE RISK WASTE PROGRAM DISPOSAL SERVICES**

### **1. DESCRIPTION OF SERVICES**

Category C of this contract is to provide services for dangerous waste generated from city and county sponsored household dangerous waste collection programs and Conditionally Exempt Small Quantity Generators (CESQG) dangerous waste collection programs. Contractor shall, at the direction of Purchaser, collect, package, transport and dispose of dangerous waste as described herein.

### **2. SOURCE OF WASTE**

Collection events are generally sponsored during the spring and fall, as weather and need dictates around the state. Contractor shall coordinate with the Purchaser to determine how many collection events are needed as based on budgetary restraints, geographic boundaries and area population. Some Counties, including Clark, Lewis, Kitsap and Yakima as well as the Cities of Seattle and Tacoma, operate fixed HHW and CESQG collection facilities. From time to time, these facilities require dangerous waste to be transported to a RTSDF for disposal. The Contractor will coordinate with the Purchaser to provide the personnel, equipment and transportation assets required to pick up and transport the dangerous waste to the RTSDF.

From time to time, a Purchaser may require Contractor personnel to work at the Purchaser's facility during normal facility operating hours. The Contractor will coordinate with the Purchaser to provide the required personnel on the days and times requested. The Purchaser will provide detailed instructions to the Contractor for the Contractor personnel to have a plan of action for the day. The Purchaser will also provide the Contractor with a copy of the facility's Operating Plan.

### **3. WASTE MANAGEMENT METHODS**

For all wastes collected under Category C, Contractor shall use the waste management methods on the Price Sheets for Category A, General dangerous Waste Disposal Service.

### **4. MOBILE COLLECTION EVENT PREPARATION**

Contractor shall:

- a. Meet with the Purchaser at an agreed upon time frame prior to a collection event to inspect the site and review /approve the Health and Safety Plan;
- b. Survey and consider the ecology of the area and take the necessary steps to provide, if not provided by the Purchaser, shelter, water, electrical service, restroom facilities, security, and site protection from being contaminated by event activities;
- c. Coordinate with the Purchaser to ensure an area large enough to accommodate the collection operation, the expected traffic flow and parking needs;

- d. Set-up an adequate collection working area; an HHW collection event typically has seven working areas: a customer holding area, entrance area, waste receiving area, material sorting area, waste bulking/packing area, decontamination area and a clean break area;
- e. Establish an area specifically for waste handling and packing in association with Purchaser, and ensure that such area is large enough allow for segregation of incompatibles;
- f. Designate a Collection Event Site Coordinator acceptable to the Purchaser;
- g. Provide Purchaser a list of what are acceptable and unacceptable wastes prior to a collection event; and
- h. Conduct a pre-event safety meeting for all on-site staff and Purchaser's employees prior to the start of the collection event.

## **5. CONTRACTOR PACKING OF WASTES**

- a. Contractor shall package collected dangerous waste materials for transportation.
- b. Packing of dangerous wastes shall be conducted by or supervised by Contractor personnel, a person knowledgeable with packaging dangerous waste.
- c. Contractor shall be responsible to supply containers, absorbent materials, labels, and any special packaging required. Contractor shall use appropriately sized containers to minimize the costs.
- d. For lab packs: the Contractor shall provide packing lists that shall include for each item at the minimum: the composition of the dangerous waste, the number of containers and quantity, the Purchaser's container identification number, and other information if requested by Purchaser.
- e. Segregation and packaging procedures required of the Purchaser by the Contractor shall not be substantially more restrictive than required by 49 CFR, 40 CFR and WAC 173-303-161 and WAC 173-303-190, other than segregation required for use of different disposal technologies or special segregation and packaging of reactive dangerous wastes.
- f. All collected dangerous wastes shall be packaged by the end of each collection day and transported off-site or immediately after the collection event or as required by Purchaser.

## **6. SERVICE REQUIREMENTS**

Contractor shall:

- a. Provide adequate personnel to manage an event based on mutual agreement between the Purchaser and Contractor;
- b. Provide appropriate equipment, vehicles and supplies needed to conduct an event, at either a fixed facility or a mobile collection event;
- c. Set-up appropriate signage and cones, directing participants to the appropriate areas. Signage shall include directional arrows as well as the following:
  - i. "Danger- dangerous Waste Area –Unauthorized Personnel Keep Out"
  - ii. "No Smoking, Eating, Drinking," "Please Stay in Your Car"
  - iii. "Enter Here", "Do Not Enter"
  - iv. Stop Sign
  - v. Other signs as needed or requested by the Purchaser;

- d. Ensure event staff are easily identifiable by the Purchaser and the general public as event staff, by both dress and name tags;
- e. Ensure that all dangerous waste is appropriately sorted, packed, collected and transported;
- f. Supply USDOT approved containers at the collection site before the starting time of the scheduled event and obtain the Purchaser's agreement upon the number of necessary containers for the event;
- g. Provide all materials, supplies, labels, documentation and equipment required for receiving, sorting, packaging, securing, loading, transporting, storing, treating and disposing of the dangerous waste collected;
- h. Provide spill control equipment and materials: plastic ground covers and tents for the areas where dangerous waste shall be collected, handled, sorted, packaged, and loaded during the collection event;
- i. Collaboratively with the Purchaser determine the appropriate containment, storage, treatment and/or disposal for all dangerous waste collected during the event;
- j. Treat, consolidate, store and dispose of dangerous waste only at facilities listed in this contract as selected by the Purchaser. Mere acceptance of the dangerous waste at a properly permitted facility does not constitute disposal. It is the Contractor's responsibility to obtain all necessary documentation to verify disposal of all dangerous waste has been accomplished in a timely manner in accordance with all laws and regulations as specified herein;
- k. Provide secure containment, transport and storage for all dangerous and non-dangerous waste materials until disposed of properly;
- l. Restore the collection site to its pre-event condition. Coordinate solid waste and recycling of non-dangerous waste materials including waste created from consolidation efforts by contractor. The collection site shall be inspected by the Purchaser prior to release of the Contractor.
- m. Provide the Purchaser with signed copies of the waste shipping documents. The Purchaser shall review and sign the documents prior to release of the Contractor;
- n. Provide a written evaluation of the collection event to the Purchaser within thirty (30) days following the collection event, and if requested meet with the Purchaser to discuss the event;
- o. Provide a sample operations plan to the Purchaser, which shall address each of the following items:
  - i. Site Requirements;
  - ii. Site set-up schedule;
  - iii. Safety equipment provided;
  - iv. Type of protective equipment provided;
  - v. First Aid equipment provided;
  - vi. Sorting method(s) used, number and responsibilities of personnel;
  - vii. Packing method(s) used, number and responsibilities of personnel;
  - viii. Method(s) of spill leak control, equipment provided; and
  - ix. Site cleanup method(s), number and responsibilities of personnel required.

- p. Purchaser's responsibility of transport of dangerous waste from a Purchaser's fixed facility:
  - i. Purchaser will provide the Contractor with a list of containers of dangerous waste that require transport to a RTSDF and timeframe for pickup of waste.
  - ii. Purchaser will provide the Contractor with a list of required empty containers that should be brought on the day of shipment.
- q. Contractor's responsibility of transport of dangerous waste from a Purchaser's fixed facility:
  - i. Contractor will prepare a Uniform Dangerous Waste Manifest for the dangerous waste on the list as well as notifying the Purchaser of the date and time of transport.
  - ii. Contractor will provide all shipping and dangerous waste labels required for the containers on the manifest.
  - iii. Contractor will provide all necessary equipment to load the containers on the truck. The Purchaser may provide equipment to assist in loading the containers.
  - iv. On the day of the pick up the driver will assist the Purchaser to label all containers and verify that the manifest is correct.
  - v. The driver, or Contractor personnel, will load the containers onto the truck. The Purchaser may choose to assist in loading the containers onto the truck.
  - vi. Contractor will provide the necessary DOT placards required by the dangerous waste being loaded onto the truck. The driver will ensure all placards are in place once the containers are loaded onto the truck.
  - vii. The driver, and a representative of the Purchaser, will sign the manifest. Purchaser will retain a copy of the signed manifest.
- r. Personnel required to operate a Purchaser's fixed facility:
  - i. Purchaser may contact the Contractor from time to time to request Contractor personnel to operate the Purchaser's fixed facility.
  - ii. Contractor will provide the Purchaser with the requested personnel.
  - iii. Purchaser will ensure that the Contractor has a list of tasks to be performed on each workday as well as the current Operation Plan for the facility.
  - iv. Purchaser will provide the Contractor with an Emergency Contact list.
  - v. Contractor personnel will supply their own personnel protective equipment.
  - vi. Purchaser will provide the appropriate bulking and packing equipment and supplies, firefighting equipment and spill containment/cleanup equipment.
  - vii. Purchaser will unlock the Facility at the beginning of the workday and ensure the Facility is locked at the end of the workday.
  - viii. Contractor will provide at least one employee with the knowledge to pack dangerous waste.
  - ix. Contractor will provide at least one employee that is qualified to identify unknown dangerous waste.
  - x. Contractor will ensure that the Facility is in a safe state prior to departure.

#### End of Category C



**PRICES FOR GOODS/SERVICES**

Service Area A: GENERAL HAZARDOUS WASTE DISPOSAL SERVICE PRICE SHEET					
Item	Waste Management Method/ Item Description	Unit	Price	Final RTSDF (1)	Waste Class Codes (2)
	Note: All below items are in containers of 30 gallons or larger unless indicated with “*”, for those items with a “*” there is a \$100.00 minimum charge per container. For those items with “**”, there is a \$4,000/55 container rate. Larger sizes case by case.				
<b>A</b>	<b>Recycling/Reclamation</b>				
1	Antifreeze, Glycol Based	Gallon	\$2.85	ETW	B35
2	Batteries (alkaline)	Pound	\$1.43	KI0181, LTNGCA, LTNGAZ	LBD1
3	Batteries (Carbon-Aire)*	Pound	\$1.50	KI0181, LTNGCA, LTNGAZ	LBD
4	Batteries (lead/acid)* (Automobile batteries)	Pound	\$0.84	KI0181, LTNGCA, LTNGAZ	LBLA
5	Batteries (lead/acid)* (No automobile batteries)	Pound	\$0.84	KI0181, LTNGCA, LTNGAZ	LBLA
6	Batteries (Mercury)*	Pound	\$5.40	USLAMP	LCHG3
6	Batteries (Lithium), 20 lbs/5 gallon	5 gallon drum	\$147.22	BTSNAZ	LBBGB
7	Batteries (Ni/Cad)*	Pound	\$1.99	KI0181	LBD2
8	Batteries (Nickel Metal Hydride)*	Pound	\$1.49	KI0181	LBD3
9	Batteries (Silver Oxide)*	Pound	\$5.40	USLAMP	LCHG3
10	Capacitors (> 9 lbs.) (non-leaking), PCB < 50 ppm	Pound	\$1.05	SUP1402	D80B
11	Capacitors (> 9 lbs.) (non-leaking), PCB ≥ 50 ppm	Pound	\$2.17	SUP1402	CHBD
12	Inorganic Solid containing Mercury **	5 gallon drum	\$400.00	GM - SUP1402	LCHG2/4
13	Light Ballasts and small Capacitors (≤ 9 lbs.) (non-leaking), PCB < 50 ppm	Pound	\$1.05	SUP1402	D80B
14	Light Ballasts and small Capacitors (≤ 9 lbs.) (non-leaking), PCB ≥ 50 ppm	Pound	\$2.17	SUP1402	CHBD
15	Mercury containing lights, circular	Each	\$4.91	UC	CFL2
16	Mercury containing lights, compact	Each	\$3.18	UC	CFL8
17	Mercury containing lights, high intensity	Each	\$5.16	UC	CFL4
18	Mercury containing lights, straight	Foot	\$0.08	UC	CFL1
19	Mercury containing lights, U-tube	Each	\$4.91	UC	CFL2
20	Mercury, Amalgam**	5 gallon drum	\$400.00	GM - SUP1402	CHG2/4
21	Mercury, Elemental** (must be in device or will be priced for treatment, line 106).	5 gallon drum	\$400.00	SUP1402	CHG2
22	Transformer, Oil Filled, PCB < 50 ppm (non-leaking)	Pound	\$0.67	CY	CHTR
23	Transformer, Oil Filled, PCB ≥ 50 ppm (non-leaking)	Pound	\$0.84	CY	CHTRH
24	Used Oil, On-specification, ≤ 550 gallons (Chlorine < 1,000 ppm, PCB < 50 ppm)	Gallon	\$1.87	ESW	A31R
25	Waste Paint, Latex, liquid	Gallon	\$5.44	FIL0445	FB3R
<b>B</b>	<b>Energy Recovery</b>				
1	Corrosive Liquids, D002*	Gallon	\$5.88	SMR - LO0500	CCRCF
2	Organic Solvent / Aqueous Mixture	Gallon	\$3.54	MFR100, SMR - LO0500	FB2E
3	Organic Solvents, halogenated, no PCB	Gallon	\$4.44	MFR100, SMR - LO0500	A40
4	Organic Solvents, non-halogenated	Gallon	\$2.92	MFR100, SMR - LO0500	FB1E
5	Pharmaceuticals, RCRA/Washington State Only regulated material, Non-DEA Controlled may include non-biohazardous sharps (INCINERATION)	Pound	\$1.70	AG, KP, EL, DE	RXNH / RXHZ / CCRX
6	Used Oil, Off-specification, ≤ 550 gallons (Chlorine > 1,000 ppm, PCB < 50 ppm)	Gallon	\$2.92	MFR100, SMR - LO0500	FB1E
7	Used Oil, On-specification, ≤ 550 gallons (Chlorine < 1,000 ppm, PCB < 50 ppm)	Gallon	\$2.92	MFR100, SMR - LO0500	FB1E, A31
8	Waste Paint and paint related materials, liquid	Gallon	\$4.34	SMR - LO0500	LPTPE
9	Waste Paint and paint related materials, solid	Pound	\$1.26	SMR - LO0500	LPTNE

C	Incineration				
1	Aerosol Spray Cans	Pound	\$2.39	AG, KP, EL, DE	LCCRQ
2	Antifreeze, Glycol Based	Gallon	\$5.34	AG, KP, EL, DE	A22K
3	Anti-Neoplastigens (chemotherapy materials) may include non-biohazardous sharps	Pound	\$1.92	AG, KP, EL, DE	CCRQ / D20R
4	Aqueous Solutions > 90% inorganic, may contain PCB > 49 ppm	Gallon	\$10.77	AG, KP, EL, DE	DH4 / DHLI
5	Aqueous Solutions > 90% inorganic, may contain PCB ≤ 49 ppm	Gallon	\$5.34	AG, KP, EL, DE	A22K
6	Aqueous Solutions > 90% inorganic, pH 0 - 14, may contain any/all TCLP metals except mercury	Gallon	\$12.45	AG, KP, EL, DE	CCRC
7	Batteries (Alkaline)*	Pound	\$1.50	AG, KP, EL, DE	CCRK
8	Batteries (Carbonaire)*	Pound	\$1.50	AG, KP, EL, DE	CCRK
9	Batteries (Lithium), INCINERATE 30 lbs/5 gallon	5 gallon drum	\$300.00	AG, KP, EL, DE	LBRR, LBRU
10	Batteries (Lithium - Damaged, Defective, Recalled)	5 gal drum	\$650.00	AG, EL, DL	LBRU
11	Batteries (Silver Oxide)*	Pound	\$5.40	AG, KP, EL, DE	LCHG3
12	Corrosive Liquids, D002	Gallon	\$12.45	AG, KP, EL, DE	CCRC
13	Cyanides / Sulfides bearing material (D003)	Pound	\$5.52	AG, KP, EL, DE	B290 / LRCT
14	Light Ballasts and small Capacitors (≤ 9 lbs.) (non-leaking), PCB < 50 ppm	Pound	\$1.08	AG, KP, EL, DE	D80I
15	Light Ballasts and small Capacitors (≤ 9 lbs.) (non-leaking), PCB ≥ 50 ppm	Pound	\$0.94	AG, DE	CHCI, CHBI
16	Non-RCRA Contaminated Debris / Soils / Stock Materials	Pound	\$1.07	AG, KP, EL, DE	CCRN / CCRKL
17	Non-RCRA Solids (consists of contaminated paper, plastic, glass, lab ware, etc.)	Pound	\$1.02	AG, KP, EL, DE	CCRN / CCRKL
18	Non-RCRA Solids (consists of contaminated paper, plastic, glass, lab ware, etc.)	Cubic Yard Box	\$751.30	AG, KP, EL, DE	CCRN / CCRKL
19	Oil, PCB ≥ 50 ppm	Gallon	\$7.43	AG, CY	DH1 / DH3
20	Organic Peroxides*	5 gallon drum	\$150.00	AG, DE, EL	LRCT
21	Organic Pesticides	Gallon	\$7.44	AG, KP, EL, DE	A22K / D90K / CCRC
22	Organic Solid, RCRA Poison	Pound	\$1.61	AG, KP, EL, DE	D92K / LCCRD
23	Organic Solvent, halogenated, < 5000 BTU/LB, non-PCB	Gallon	\$5.58	AG, KP, EL, DE	B40
24	Organic Solvent, halogenated, < 5000 BTU/LB, non-PCB	Gallon	\$5.58	AG, KP, EL, DE	B40R
25	Organic Solvent, halogenated, < 5000 BTU/LB, non-PCB	Gallon	\$12.45	AG, KP, EL, DE	CCRC
26	Organic Solvent, halogenated, ≥ 5000 BTU/LB, non-PCB, ph ≥ 2 ≤ 12.5	Gallon	\$2.46	AG, KP, EL, DE	FB1 / FB2
27	Organic Solvent, Mercury < 260 ppm	Gallon	\$23.48	AG, KP, EL, DE	LCCR



28	Organic Solvent, Mercury > 260 ppm **	5 gallon drum	\$400.00	AG, DE, EL	L/CHGI
29	Organic Solvent, non-halogenated, < 5000 BTU/LB, ph ≥ 2 - ≤ 12.5	Gallon	\$5.09	AG, KP, EL, DE	A22K
30	Organic Solvent, non-halogenated, <5000 BTU/LB, ph < 2 or > 12.5	Gallon	\$12.45	AG, KP, EL, DE	CCRC
31	Organic Solvent, non-halogenated, ≥ 5000 BTU/LB, ph < 2 or > 12.5	Gallon	\$5.88	AG, KP, EL, DE	CCRCF
32	Oxidizers*	Pound	\$2.67	AG, KP, EL, DE	CAXI, B28I
33	Parts Washing Sludge, pH 9 - 14, may contain any/all TCLP metals except mercury	Pound	\$1.25	AG, KP, EL, DE	CCRK
34	PCB Contaminated Debris (soil, concrete, debris, etc.) TSCA definition 50 - 499 ppm	Pound	\$2.12	AG, DE	CHSI
35	PCB Contaminated Debris (soil, concrete, debris, etc.), Non-TSCA, < 50 ppm	Pound	\$1.25	AG, KP, EL, DE	CCRK
36	PCB Contaminated Solids, PCB ≥ 50 ppm (PPE, sampling media, etc.)	Pound	\$9.00	AG, DE	CHSI
37	PCB Contaminated Solids, PCB < 50 ppm (PPE, sampling media, etc.)	Pound	\$1.25	AG, KP, EL, DE	CCRK
38	PCB Debris (soil, concrete, debris etc.), TSCA definition PCB ≥ 500 ppm	Pound	\$2.12	AG, DE	CHSI
39	Poison, Inhalation Hazard*	5 gallon drum	\$150.00	AG, KP, EL, DE	LCCRI
40	Pyrophoric / Reactive, D003*	5 gallon drum	\$300.00	AG, KP, EL, DE	LRCT / LA99
41	RCRA Contaminated Debris / Soils / Stock Materials, No D009 or F027	Pound	\$1.02	AG, KP, EL, DE	CCRK / CCRKL / CCRKS
42	Reactive Lithium Compounds	5 gallon drum	\$900.00	EL	LITHL
43	Transformer ≥500 lbs., filled with PCB containing oil (PCB 50 to < 500 ppm)*	Pound	\$1.41	AG, DE	CHSI
44	Transformer ≥ 500 lbs., filled with PCB containing oil (PCB ≥ 500 ppm)*	Pound	\$1.52	AG, DE	CHSI
45	Transformer and Capacitor, other oil filled electrical equipment, > 9lbs. < 500 lbs., filled with PCB containing oil (PCB 50 to < 500 ppm)*	Pound	\$2.12	AG, DE	CHSI
46	Transformer and Capacitor, other oil filled electrical equipment, >9 lbs.< 500 lbs., filled with PCB containing oil (PCB ≥ 500 ppm)*	Pound	\$2.12	AG, DE	CHSI
47	Used Oil, Off-specification, ≤ 550 gallons (Chlorine > 1,000 ppm, PCB < 50 ppm)	Gallon	\$2.46	AG, KP, EL, DE	FB1
48	Used Oil, On-specification, ≤ 550 gallons (Chlorine < 1,000 ppm, PCB < 50 ppm)	Gallon	\$2.46	AG, KP, EL, DE	FB1
49	Washington State Regulated Pharmaceuticals, Non-DEA Controlled	Pound	\$1.42	AG, KP, EL, DE	RXNH / RXHZ
50	Waste Paint and paint related material, liquid	Cubic Yard Box	\$842.72	AG, KP, EL, DE	LPTP / FB2
51	Waste Paint and paint related material, solid	Cubic Yard Box	\$884.86	AG, KP, EL, DE	LPTN
52	Waste Paint and paint related materials, liquid	Gallon	\$3.54	AG, KP, EL, DE	LPTP / FB2
53	Waste Paint and paint related materials, solid	Pound	\$1.33	AG, KP, EL, DE	LPTN
54	Pharmaceuticals, DEA regulated(RCRA and Non RCRA both)	Pound	\$5.50	AG, DE, EL	RDEA / LDEA

D	Treatment				
1	Aqueous Solutions > 90% inorganic, pH 0 - 14, may contain any/all TCLP metals except Mercury	Gallon	\$5.43	GM	CCS / CCSS
2	Aqueous Solutions Mercury < 260 ppm	Gallon	\$5.43	SJ, GM	B36A/B ; CCS / CCSS
3	Aqueous Solutions Mercury ≥ 260 ppm**	5 gallon drum	\$400.00	GM - SUP1402	LCHG2/4
4	Aqueous Solutions, - Non-RCRA only, pH > 2.0 and < 12.5, (no RCRA metals)	Gallon	\$3.94	SJ, GM	CNOS ; B26A/B
5	Contaminated Debris / Soils, Mercury > 260 ppm**	5 gallon drum	\$400.00	GM - SUP1402	CHG2
6	Corrosive Liquids, D002 (no RCRA metals)	Gallon	\$5.33	SJ	B22A/B
7	Inorganic Solid, Mercury, D009**	5 gallon drum	\$400.00	GM - SUP1402	LCHG2/4
8	Inorganic Solid, Non-Mercury	Pound	\$1.00	GM	CCS
9	Oil, PCB ≥ 50 ppm	Gallon	\$7.80	CY	DH1
10	Organic Solutions Mercury ≥ 260 ppm **	5 gallon drum	\$750.00	EL	LCHGI
11	Reactive, Cyanide, D003*	Pound	\$1.84	AG	B29A
12	Elemental Mercury for Treatment- \$720/5dm min, larger sizes case by case	Pound	\$72.00	GM-Bethap	CHG1/LCHGI
E	Landfill				
1	Asbestos/Asbestos Containing Materials (wetted and double bagged)	Pound	\$0.67	GM	CNIA
2	Contaminated Debris/Soils/Stock Materials, RCRA, Encapsulation/Stabilization and Landfill (<200 lbs per drum)	Pound	\$1.13	GM	CCSM
3	Contaminated Soils/Solids/Sludges (Non-Debris), RCRA, Stabilization and Landfill (>200 lbs per drum)	Pound	\$1.00	GM	CCS/S
4	Contaminated Debris/Soils/Stock Materials, RCRA, Direct Landfill (<200 lbs per drum)	Pound	\$0.97	GM	CBP
5	Contaminated Soils/Solids/Sludges (Non-Debris), RCRA, Direct Landfill (>200 lbs per drum)	Pound	\$0.67	GM	CBP/S
6	Non-RCRA Solids, Direct Landfill, (consists of contaminated paper, plastic, glass, lab ware etc.)	Pound	\$0.67	GM	CNO
7	Drained Electrical Equipment, PCB < 50 ppm	Pound	\$0.54	GM	D80L
8	Drained Transformer Carcass, PCB < 50 ppm	Pound	\$0.54	GM	D80L
9	Light Ballast and small capacitors, PCB < 50ppm	Pound	\$0.54	GM	D80L
10	Light Ballast and small capacitors, PCB ≥ 50 ppm	Pound	\$0.76	GM	CHBL
11	PCB Contaminated Debris (soil, concrete, debris, etc.) TSCA definition 50 - 499 ppm	Pound	\$0.76	GM	CHBL
12	PCB Contaminated Debris (soil, concrete, debris, etc.), Non-TSCA, < 50 ppm	Pound	\$0.67	GM	CBP
13	Sub Title D Landfill (For Service Area C users only)	Pound	\$0.67	GM	CNO / D23

**Notes:**

(1) Final RTSDF is identified by Clean Harbors' Facility ID Codes. Some Items have multiple RTSDF sites listed due allow flexibility in physical / chemical differences, facility capabilities / availability, etc.. See Final RTSDF Key for a complete description of Clean Harbors Facility ID Codes.

(2) Item Descriptions are coded with Clean Harbors' Waste Classification Codes, which further define the waste streams.

See attached Waste Class Specifications.

(3) Rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials.

(4) Local, state and federal taxes applying to the generating location/receiving facility are not included in disposal pricing and

will be added to each invoice as applicable.

Service Area A: GENERAL HAZARDOUS WASTE DISPOSAL SERVICE PRICE SHEET					
Item	Waste Mangement Method/Item Description	Unit	Price	FINAL RTSDF	Waste Class Codes
<b>F</b>	<b>Lab Packs and Commodity Packs</b>				
1a	NON-REACTIVE LAB PACKS FOR INCINERATION Waste Management Method: Incineration	5 gal	\$96.00	KP, AG, EL, DE	LCCR
		10 gal	\$300.00	KP, AG, EL, DE	LCCR
		15 gal	\$300.00	KP, AG, EL, DE	LCCR
		20 gal	\$300.00	KP, AG, EL, DE	LCCR
		30 gal	\$375.00	KP, AG, EL, DE	LCCR
		55 gal	\$500.00	KP, AG, EL, DE	LCCR
		Cubic Yard Box	\$1,750.00	[UC - SMR - LO0500]	LCCR, LFB1, LPTN, LPTP
1b	REACTIVE LAB PACKS FOR INCINERATION Waste Management Method: Incineration	5 gal	\$150.00	KP, AG, EL, DE	LRCT
		10 gal	\$300.00	KP, AG, EL, DE	LRCT
		15 gal	\$300.00	KP, AG, EL, DE	LRCT
		20 gal	\$300.00	KP, AG, EL, DE	LRCT
		30 gal	\$375.00	KP, AG, EL, DE	LRCT
		55 gal	\$500.00	KP, AG, EL, DE	LRCT
1c	Labpack Alkali Metals Kiln Ready For Incineration	5 gal	\$300.00	EL	LA99
1d	Labpack Mercury Salts And Solutions For Retort, \$4,000/55 if needed	5 gal	\$400.00	GM - SUP1402	LCHG4
2	Waste Management Method: Treatment	5 gal	\$79.50	SJ	LAT
		10 gal	\$122.00	SJ	LAT
		15 gal	\$139.00	SJ	LAT
		20 gal	\$159.00	SJ	LAT
		30 gal	\$195.00	SJ	LAT
		55 gal	\$260.00	SJ / AMZRIV	LAT / LFB3
		Cubic Yard Box	\$653.00	SJ / AMZRIV	LAT / LFB3
3	Waste Management Method: Landfill (Subtitle C)	5 gal	\$79.50	GM	LLF
		10 gal	\$93.00	GM	LLF
		15 gal	\$122.00	GM	LLF
		20 gal	\$139.00	GM	LLF
		30 gal	\$195.00	GM	LLF
		55 gal	\$224.00	GM	LLF
		Cubic Yard Box	\$372.00	GM	LLF

**Notes:**

- (1) Final RTSDF is identified by Clean Harbors' Facility ID Codes. Some Items have multiple RTSDF sites listed due allow flexibility in physical / chemical differences, facility capabilities / availability, etc. See Final RTSDF Key for a complete description of Clean Harbors Facility ID Codes.
- (2) Item Descriptions are coded with Clean Harbors' Waste Classification Codes, which further define the waste streams.
- (3) Rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials.

(4) Local, state and federal taxes applying to the generating location/receiving facility are not included in disposal pricing and will be added to each invoice as applicable.

Service Area A: GAS CYLINDERS DISPOSAL PRICE SHEET							
Item			Lecture Disposal	Small Disposal	Medium Disposal	Large Disposal	X-Large Disposal
	Material and Hazard Class	Waste Management Method and Final RTSDF	Costs Per Unit	Costs Per Unit	Costs Per Unit	Costs Per Unit	Costs Per Unit
1	Corrosive 8	[LCY5] INCIN (DE) [EL] / TRMNT (LT)	\$ 300.00	\$ 726.25	\$ 764.65	\$1,322.27	\$1,586.73
2	Corrosive 8 PIH, other	[LCY5] INCIN (DE) [EL] / TRMNT (LT)	\$ 540.93	\$ 726.25	\$ 764.65	\$1,322.27	\$1,586.73
3	Corrosive 8 Zone A	[LCY5] INCIN (DE) [EL] / TRMNT (LT)	\$ 540.93	\$ 726.25	\$ 764.65	\$1,322.27	\$1,586.73
4	Dangerous When Wet 4.3	[LCY9] INCIN (DE) [EL] / TRMNT (LT)	\$ 632.75	\$1,098.56	\$1,564.36	\$2,636.20	\$3,163.44
5	Flammable Gas 2.1	[LCY6] INCIN (DE) [EL] / TRMNT (LT)	\$ 260.45	\$ 540.93	\$ 764.65	\$1,322.27	\$1,586.73
6	Flammable Gas 2.1 PIH	[LCY6] INCIN (DE) [EL] / TRMNT (LT)	\$ 260.45	\$ 540.93	\$ 764.65	\$1,322.27	\$1,586.73
7	Flammable Liquid	[LCY7] INCIN (DE) [EL] / TRMNT (LT)	\$ 632.75	\$1,051.81	\$1,425.78	\$2,262.22	\$2,714.67
8	3 Zone A	[LCY7] INCIN (DE) [EL] / TRMNT (LT)	\$ 632.75	\$1,051.81	\$1,425.78	\$2,262.22	\$2,714.67
9	Flammable Liquid 3	[LCY6] INCIN (DE) [EL] / TRMNT (LT)	\$ 260.45	\$ 540.93	\$ 764.65	\$1,322.27	\$1,586.73
10	Non-flammable Gas 2.2	[LCY4] INCIN (DE) [EL] / TRMNT (LT)	\$ 111.86	\$ 130.22	\$ 158.61	\$ 260.45	\$ 312.54
11	Other Item(s): Freon cylinders (R-11, R-12, R-22, R-23, R-113, R-114, R-124, R-134a, halon (1211, 1301) fire extinguishers (Class A, B, C) (acceptable for recycling)	[LCY2] RECYCLE (AL0625)	\$ 58.43	\$ 95.40	\$ 108.52	\$ 233.74	\$ 275.47
12	Oxidizer 5.1	[LCY10] INCIN (DE) [EL] / TRMNT (LT)	\$ 868.16	\$1,669.54	\$2,504.31	\$4,006.89	\$4,808.27
13	Oxidizer 5.1 Zone A	[LCY10] INCIN (DE) [EL] / TRMNT (LT)	\$ 868.16	\$1,669.54	\$2,504.31	\$4,006.89	\$4,808.27
14	Oxidizer 5.1 Zone B	[LCY10] INCIN (DE) [EL] / TRMNT (LT)	\$ 868.16	\$1,669.54	\$2,504.31	\$4,006.89	\$4,808.27
15	Poisonous 6.1	[LCY8] INCIN (DE) [EL] / TRMNT (LT)	\$ 819.74	\$ 949.97	\$1,425.78	\$1,889.92	\$2,267.90
16	Poisonous 6.1 PIH, other	[LCY8] INCIN (DE) [EL] / TRMNT (LT)	\$ 819.74	\$ 949.97	\$1,425.78	\$1,889.92	\$2,267.90
17	Poisonous 6.1 Zone A	[LCY8] INCIN (DE) [EL] / TRMNT (LT)	\$ 819.74	\$ 949.97	\$1,425.78	\$1,889.92	\$2,267.90
18	Poisonous Gas	[LCY8] INCIN (DE) [EL] / TRMNT (LT)	\$ 819.74	\$ 949.97	\$1,425.78	\$1,889.92	\$2,267.90
19	2.3 Zone A	[LCY7] INCIN (DE) [EL] / TRMNT (LT)	\$ 632.75	\$1,051.81	\$1,425.78	\$2,262.22	\$2,714.67
20	Poisonous Gas 2.3	[LCY7] INCIN (DE) [EL] / TRMNT (LT)	\$ 632.75	\$1,051.81	\$1,425.78	\$2,262.22	\$2,714.67
21	Poisonous Gas 2.3 PIH, other	[LCY7] INCIN (DE) [EL] / TRMNT (LT)	\$ 632.75	\$1,051.81	\$1,425.78	\$2,262.22	\$2,714.67
			Unit Price (Each)				
23	Propane Cylinder, <20 lbs.	[LCY1] RECYCLE (AL0625)	\$ 41.74				
24	Propane Cylinder, 20 lbs	[LCY1] RECYCLE (AL0625)	\$ 47.70				
25	Propane Cylinder, ≥ 20 lbs	[LCY1] RECYCLE (AL0625)	\$ 108.52				
CONTACT NO. 639224 - DANGEROUS WASTE HANDLING							
26	Bidder to List Gas Products that <u>Cannot Be Managed</u> : (see Below Notes)						

Bidder to list Gas Products that cannot be managed: (see Note 4, below):

Cylinders Notes Section:

Note 1: SIZES:

- Thin Wall/No Valve Steel Gas Canisters, small thin-wall cans of liquefied gas holding up to 1.5 lbs. Typical size is approximately 2 inches in diameter and up to 6 inches tall. These cans do not have a valve and are used by puncturing the can.
- Lecture, Up to 3 inches diameter x 13 inches length or up to 4 inches diameter x 10 inches length.
- Small, up to 4 inches diameter x 24 inches length (base to cylinder neck).
- Medium, Up to 12 inches diameter x 36 inches length.
- Large, Up to 16 inches diameter x 56 inches length.
- X-Large, Up to 20 inches diameter and less than 83 inches.
- Half-Ton, 30 inches x 52 inches or 20 inches x 83 inches.
- One-Ton, 24 inches x 94 inches or 30 inches x 82 inches.

Note 2: Propane Cylinder sizes (item 22 and 23), example: typical BBQ and camping type cylinders.

Note 3: Any unknown or USDOT non-shippable cylinders can be processed under state contract #00504 to classify and make shippable prior to disposal under this contract.

Note 4: Materials for which there is no capacity in the United States for destruction or disposal may be excluded by the Contractor, but must be noted on above line 25 of the Price Sheet.

CHES Pricing Notes:

1. Above Unit Price includes transportation and disposal.
2. Pricing assumes cylinders are DOT shippable and have operating valves.
3. Cylinders must have manufacturing label or proper supporting documentation.
4. Clean Harbors must inspect and complete cylinder evaluation reports on all cylinders prior to shipment.
5. Cylinders must be in DOT-shippable condition and have operable valves. Bad Valve Fee = \$350 / EA
6. Certain high hazard and extremely reactive cylinders will be handled case by case including chlorine dioxide, xenon difluoride, pentaborane, tetrafluorohydrazine, hydrogen cyanide anhydrous, fluorine >5%, sodium potassium alloy, potassium, sulfur trioxide, bromine pentafluoride, bromine trifluoride, chlorine pentafluoride, chlorine trifluoride, trifluoromethyl peroxide, trifluoromethylhypofluorite, xenon dioxide, xenon hexafluoride, xenon tetrafluoride, bis (trifluoromethyl) peroxide, hydrazine, methyl hydrazine, oxygen difluoride.
7. Zone A cylinder transportation (as required) will be quoted case by case and will be billed in addition to disposal.

## Service Area A: SUPPLIES PRICE SHEET

Note: Those items with (\*\$) in the Group X-Rating price column are optional, the Bidder may provide pricing for these items, if

Item	Supplies and Materials	Unit	Size	Price	Price
A	UN Specification Drums	EA	Bidder to Specify Sizes	\$_____ For Group Y-Rating	\$_____ For Group X-Rating
1	4ft Fluorescent Tube Box 4G/Y275	EA	BOX4	\$23.40	
2	8ft Fluorescent Tube Box 4G/Y275	EA	BOX8	\$40.50	
3	Lab pak box, 10 gal, UN4G/X40/S HD poly liner included	EA	DM10COPAK	\$24.30	\$24.30
4	15 gallon steel open top new	EA	DM15STLN	\$121.64	
5	16 Gal / 70 L Closed Poly Drum	EA	DM16CPOLY	\$80.10	
6	16 Gal / 70 L Poly Drum 1H2/Y56/S	EA	DM16POLY	\$79.20	
7	16 Gal / 70 L Poly Drum, Recycled 1H2/Y56/S	EA	DM16POLY	\$79.20	
8	16 Gal / 70 L Steel Drum, Reconditioned	EA	DM16STL	\$91.80	
9	16 gallon steel open top new drum	EA	DM16STLN	\$138.81	
10	Rx 17 Gal Container, Hinge Top	EA	DM17SHARPH	\$35.10	
11	Lab pak box, 20 gal, UN4G/Y75/S HD poly linder included	EA	DM20COPACK	\$33.30	
12	2 Gallon Poly Container	EA	DM2POLY	\$13.50	
13	Lab pak box, 30GAL, un 4g/y113/s HD poly liner included	EA	DM30COPAK	\$31.50	
14	30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	DM30CPOLY	\$97.20	
15	30 Gal / 120 Litre Closed Steel Drum, New 1A1/Y1.6/200	EA	DM30CSTLN	\$101.70	
16	30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	DM30FIBER	\$50.40	\$50.40
17	30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	DM30POLY	\$97.20	
18	30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	DM30STL	\$103.50	
19	30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	DM30STLN	\$132.30	
20	30 Gal / 120 Litre Poly Drum UN1H2/X136/S and 1H2/Y1.2/80	EA	DM30XPOLY		\$0.00
21	Fluorescent Bulb Tubes, 4ft 150bulb capacity	EA	DM4FIBER	\$94.50	
22	Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	EA	DM55COPAK	\$33.30	
23	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	DM55CPOLY	\$82.80	
24	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	DM55CPOLYR	\$60.30	
25	55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	DM55CSTL	\$60.30	
26	55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	DM55FIBER	\$86.40	
27	55 Gal / 205 L Fiber Drum, Recon, w/Lever Lock 1G/Y160/S	EA	DM55FIBRRL	\$51.30	
28	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	DM55POLY	\$90.00	
29	55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	DM55POLYN	\$108.90	
30	55 Gal / 205L Poly Drum, Recycled 1H2/Y237/S	EA	DM55POLYR	\$90.00	
31	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	DM55STL	\$91.80	
32	55 Gal / 205 Litre Steel Drum, Recycled (1A2/X1.2/100)	EA	DM55STLR	\$58.50	\$58.50
33	5 G/20L Capacity Combo/PBI box (4G Type)	EA	DM5BX4G	\$81.90	
34	1L Capacity/PBI Box (4G Type)	EA	DM5BXPBI	\$68.40	
35	5 Gal / 20 Litre Poly Carboy	EA	DM5CARBOY	\$22.50	
36	Lab pak box, 5 gal, UN 4G/X18/S HD poly liner included	EA	DM5COPAK	\$18.90	\$18.90
37	5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	DM5CPOLY	\$28.80	
38	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	DM5POLY	\$21.60	
39	5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	DM5STL	\$59.40	
40	5 Gal / 20 Litre Steel Drum, X rated, 1A2/X1.8/100	EA	DM5XSTL	\$59.40	\$59.40
41	85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	DM85STL	\$366.30	
42	85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	DM85STLN	\$333.90	\$333.90
43	Fluorescent Bulb Tubes, 8ft 125 bulb capacity	EA	DM8FIBER	\$96.30	
44	95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	DM95POLY	\$391.50	
45	Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	DMFLEXBN	\$83.70	
46	Flexbin, Cubic Meter Box, 2000#, 41in x 41in x 37in, 11G/X/M	EA	DMFLEXBNM	\$106.20	\$106.20
47	275G / 1100 L Poly TOTE, DOT Rated	EA	DMTOT275	\$471.60	
48	275G / 1100 L Recondition Poly TOTE, DOT Rated	EA	DMTOT275P	\$328.50	
49	Waste Wrangler	EA	DMWRANG	\$100.80	
50	Hazardous Waste Labels	EA	LABELS-HAZ	\$0.00	
51	Drum Liners	EA	LINDRUM	\$4.77	
52	Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	DMFLEXBN	\$83.70	
53	Absorbent Pad (101 Grade) 100/bale	EA	SORBPAD	\$108.00	
54	Poly Absorbent, 20 lb / 23 kg	EA	SORBPOLY	\$102.60	
55	Rolloff Liner	EA	RLLFLNR	\$65.70	
56	Mineral Oil	GAL		\$58.50	

<b>B</b>	<b>Absorbents</b>					
<b>1</b>	Vermiculite coarse ground (Bidder to specify size of bag)	1 Bag	4 cu ft	\$63.50		
<b>2</b>	Vermiculite medium ground (Bidder to specify size of bag)	1 Bag	4 cu ft	\$63.50		
<b>3</b>	Clay (Bidder to specify size of bag)	1 Bag	50 lb bag	\$14.40		
<b>C</b>	<b>Large Containers, Rental Rate</b>	<b>Unit</b>	<b>Size:</b>			
<b>1</b>	Lined Roll off Box	EA	10 cu yd	\$21.00 per day	\$31.80 per day	\$890.42 per month
<b>2</b>	Lined Roll off Box	EA	20 cu yd	\$21.00 per day	\$31.80 per day	\$890.42 per month
<b>3</b>	Unlined Roll off Box	EA	10 cu yd	\$21.00 per day	\$31.80 per day	\$890.42 per month
<b>4</b>	Unlined Roll off Box	EA	20 cu yd	\$21.00 per day	\$31.80 per day	\$890.42 per month
<b>5</b>	Unlined Roll off Box	EA	30 cu yd	\$21.00 per day	\$31.80 per day	\$890.42 per month
<b>6</b>	Drop Fee for Roll off Box (pick-up fee inclusive)	EA			4.55 / Mile	
	Note: Drop Fee for Roll off Box (drop off and pick-up fee inclusive in price) minimum 100 miles, mileage figured from closest available supplier yard to Purchaser's site (one-way), drop fee charge to be pre-approved by Purchaser.					



SERVICE AREA A: SERVICE ITEMS PRICE SHEET			
Item	Miscellaneous Costs	Unit	Price
<b>A</b>	<b>Labor Charge:</b>		
<b>1</b>	Chemist	\$/HR	\$84.27
<b>2</b>	Technician	\$/HR	\$73.14
<b>B</b>	<b>Surcharges for:</b>		
<b>1</b>	Demurrage / layover charge (per quarter-hour charge)	Q-HR	\$44.52
<b>2</b>	Over-the-Water Transportation	Lot	\$2,483.63
<b>3</b>	Sludge	Pound	\$2.48
<b>4</b>	Temperature controlled shipping environments	Lot	\$21,201.53
<b>5</b>	Zone A Transportation	Lot	\$10,468.79
<b>C</b>	<b>Diversion Surcharges:</b> (The rerouting of waste from an intended waste receiving site to an alternative location due to an error on the part of the Purchaser.)		\$0.00
<b>1</b>	5 gallon	EA	\$887.24
<b>2</b>	10 gallon	EA	\$887.24
<b>3</b>	15 gallon	EA	\$887.24
<b>4</b>	20 gallon	EA	\$887.24
<b>5</b>	30 gallon	EA	\$1,330.86
<b>6</b>	55 gallon	EA	\$1,330.86
<b>7</b>	85 gallon	EA	\$1,774.48
<b>8</b>	Cubic yard box	EA	\$2,129.06
<b>D</b>	<b>Waste Sampling and Analysis/Testing Service:</b>		\$0.00
<b>1</b>	Corrosivity (pH): EPA Methods 9040 / 9045	EA	\$25.44
<b>2</b>	Cyanides, totals: EPA Method 9010	EA	\$98.58
<b>3</b>	HAZCAT: ( $\leq$ 5 gallons)	EA	\$25.44
<b>5</b>	Ignitability (Flash): EPA Methods 1010 / 1020	EA	\$79.50
<b>6</b>	In-Field Sampling and Testing (Not HAZCAT service)	EA	\$1,952.56
<b>7</b>	PCB EPA Methods 8081 / 8082	EA	\$222.60
<b>8</b>	RCRA Herbicides & Pesticides: EPA Methods 608 / 8151 / 625 / 8270	EA	\$666.22
<b>9</b>	RCRA Metals (TCLP): EPA Methods 6010 / 7470 / 7471	EA	\$292.57
<b>10</b>	RCRA Metals (Totals Metals): EPA Method 200.8.	EA	\$186.03
<b>11</b>	Rush Service Request Charge (charge is in addition to above listed items)	EA	\$354.58
<b>12</b>	Sulfides: EPA Method 9030	EA	\$98.58

<b>SERVICE AREA C: PRICE SHEET</b> (Mandatory Price Sheet) Bidder shall provide a mobilization price and number of minimum staff for each below line item.			
<b>Mobilization Charge for Mobile Collection Event</b>			
Line	Estimated Number of Vehicles at a Collection Event	Minimum Number of Staff  Bidder to identify the minimum number of staff that will be use to support the event:	One Day Event  Mobilization Price
1	250 cars or less	7	\$9,000.00
2	250-500	11	\$9,000.00
3	501-750	15	\$27,914.66
4	751 cars or more	27	\$36,554.91

Service Area C: HOUSEHOLD HAZARDOUS WASTE DISPOSAL SERVICE PRICE SHEET					
Item	Waste Mangement Method/Item Description	Unit	Price	FINAL RTSDF	Waste Class Codes
<b>F</b>	<b>Lab Packs and Commodity Packs</b>				
1a	NON-REACTIVE LAB PACKS FOR INCINERATION Waste Management Method: Incineration	5 gal	\$96.00	KP, AG, EL, DE	LCCR
		10 gal	\$225.00	KP, AG, EL, DE	LCCR
		15 gal	\$225.00	KP, AG, EL, DE	LCCR
		20 gal	\$225.00	KP, AG, EL, DE	LCCR
		30 gal	\$281.25	KP, AG, EL, DE	LCCR
		55 gal	\$375.00	KP, AG, EL, DE	LCCR
		Cubic Yard Box	\$842.72	KP, AG, EL, DE [UC - SMR - LO0500]	LCCR, LFB1, LPTN, LPTP
1b	REACTIVE LAB PACKS FOR INCINERATION Waste Management Method: Incineration	5 gal	\$150.00	KP, AG, EL, DE	LRCT
		10 gal	\$300.00	KP, AG, EL, DE	LRCT
		15 gal	\$300.00	KP, AG, EL, DE	LRCT
		20 gal	\$300.00	KP, AG, EL, DE	LRCT
		30 gal	\$375.00	KP, AG, EL, DE	LRCT
		55 gal	\$500.00	KP, AG, EL, DE	LRCT
1	Aerosols for Incineration	5 gal	\$112.50	KP, AG, EL, DE	LCCRQ
		10 gal	\$225.00	KP, AG, EL, DE	LCCRQ
		15 gal	\$225.00	KP, AG, EL, DE	LCCRQ
		20 gal	\$225.00	KP, AG, EL, DE	LCCRQ
		30 gal	\$281.25	KP, AG, EL, DE	LCCRQ
		55 gal	\$375.00	KP, AG, EL, DE	LCCRQ
		Cubic Yard Box	\$842.72	KP, AG, EL, DE [UC - SMR - LO0500]	LCCRQ
1c	Labpack Alkali Metals Kiln Ready For Incineration	5 gal	\$300.00	EL	LA99
1d	Labpack Mercury Salts And Solutions For Retort	5 gal	\$400.00	GM - SUP1402	LCHG4
2	Waste Management Method: Treatment	5 gal	\$79.50	SJ / AMZRIV	LAT
		10 gal	\$122.00	SJ / AMZRIV	LAT
		15 gal	\$139.00	SJ / AMZRIV	LAT
		20 gal	\$159.00	SJ / AMZRIV	LAT
		30 gal	\$195.00	SJ / AMZRIV	LAT
		55 gal	\$260.00	SJ / AMZRIV	LAT / LFB3
		Cubic Yard Box	\$653.00	SJ / AMZRIV	LAT / LFB3
3	Waste Management Method: Landfill (Subtitle C)	5 gal	\$79.50	GM	LLF
		10 gal	\$89.04	GM	LLF
		15 gal	\$116.07	GM	LLF
		20 gal	\$131.97	GM	LLF
		30 gal	\$186.03	GM	LLF
		55 gal	\$213.06	GM	LLF
		Cubic Yard Box	\$354.58	GM	LLF

G	Long Term Storage within United States only (Bid annual storage price per listed quantity)			
				Storage location:
1	Dioxin Bearing/Forming Materials	5 gal	no storage available	
		10 gal	no storage available	
		15 gal	no storage available	
		20 gal	no storage available	
	(Note: To the State's knowledge, Clean Harbors Environmental Services, Inc. (Clean Harbors-LaPorte (CHL)) holds the only long-term storage permit for dioxin bearing/forming wastes in the United States. Each bidder is responsible for securing pricing from Clean Harbors. The inclusion of this facility should not be construed to imply any negotiating efforts on behalf of the State regarding pricing.)	30 gal	no storage available	
		55 gal	no storage available	
		Cubic Yard Box	no storage available	
2	Elemental Mercury	lb.	\$15/flask/month	PH - Clean Harbors Pheonix, AZ
	Note: This is for elemental mercury not contained in a manufactured article or contained in debris. Price is per pound/or by drum size, and it is for long term storage in a Dept. of Energy permitted Mercury Storage Facility. The Elemental mercury waste will be stored at this permitted facility only until the Ultimate Long term DOE facility is available.	5 gal	N/A	
		10 gal	N/A	
		15 gal	N/A	
		20 gal	N/A	
		30gal	N/A	
		55 gal	N/A	

Notes:

- (1) Final RTSDF is identified by Clean Harbors' Facility ID Codes. See Final RTSDF Key for a complete description of Clean Harbors Facility ID Codes.
- (2) Rates do not include explosive or potentially explosive, radioactive, temperature sensitive or infectious materials.
- (3) Local, state and federal taxes applying to the generating location/receiving facility are not included in disposal pricing and will be added to each invoice as applicable.

<b>INCIDENTALS COSTS:</b>		
Description	Unit	Unit Cost
Box Truck	per day	\$178.08
Forklift rental (8K propane day)	per day	\$222.60
Identification of Contents sufficient for DOT Shipping of an Unknown Item (hazcat only)	each	n/c
Pickup Truck	per day	\$131.97
Pre-event meetings and on-site inspection	per visit	\$564.46
Prepare contingency, safety and emergency plans	per event	\$443.62
Profile generation	each	n/c
Refuse disposal	each	n/c
Site preparation, tarp, traffic cones, signage, etc	per event	\$443.62
Tent/Canopy 20 x 30	each	n/c
Tent/Canopy 30 x 40	each	n/c
Tractor Trailer	per day	\$267.13
<b>LABOR CHARGES</b>		
Description	Unit	Unit Cost
Position ( <b>Standard Time</b> )		
Administrative Personnel	Hr	No Charge
CleanPack Chemist/Driver	Hr	\$84.27
Health & Safety Manager	Hr	\$84.27
Project Manager/Supervisor	Hr	\$84.27
Technician	Hr	\$73.14
Position ( <b>Over-Time</b> )		0
Administrative Personnel	Hr	
CleanPack Chemist/Driver	Hr	\$109.55
Health & Safety Manager	Hr	\$109.55
Project Manager/Supervisor	Hr	\$109.55
Technician	Hr	\$95.08
<b>Other Labor Rates</b>		
Per Diem	Ea	\$141.52
<b>Miscellaneous</b>		
Description Unit Cost Unit Qty Extended Cost	Unit	Unit Charge
Forklift rental (delivery/pick up within 50 miles) n/c each	Ea	No Charge
Gear Truck (per hour) (includes 1 driver time)	Hr	\$131.97
Pickup Truck (per hour) (include 1 driver time)	Hr	\$116.07
Refuse bin delivery n/c	Ea	
Tractor Trailer (per hour) (include 1 driver time)	Hr	\$131.97
Travel time	Hr/Employee	\$54.06

1. Final billing will be based on gross weight of container and contents.
2. A \$372.88 minimum charge per container will apply for Dioxins.
3. A \$74.29 minimum charge per container will apply to all items other than Dioxins
5. Cylinders and any items no listed in Area B will be charged at the rates identified in Area A

**Service Area B: PESTICIDE WASTE DISPOSAL SERVICE PRICE SHEET**

<b>Cost CODE</b>	<b>Waste Management Method/Item Description</b>	<b>Unit Price</b>	<b>Unit</b>
D90K / D92K Organic Solid, RCRA Poison	LIQUID / SOLID PESTICIDES FOR INCINERATION Less than one inch of solid Non TSCA regulated PCB's less than 50 ppm, inorganic mercury less than 260 ppm No reactives No dioxins PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION	\$1.61	pound
LCCRD, LCCRC, LCCRA/B, LCCRQ	Lab Packs and Commodity Packs: Flammable Toxic Loosepack; Toxic Solids Organic; Aerosols, Labpack Basic & Acid Compatibles For Incineration	\$96.00	05DM
LCCRD, LCCRC, LCCRA/B, LCCRQ	Lab Packs and Commodity Packs: Flammable Toxic Loosepack; Toxic Solids Organic; Aerosols, Labpack Basic & Acid Compatibles For Incineration	\$225.00	10- 20DM
LCCRD, LCCRC, LCCRA/B, LCCRQ	Lab Packs and Commodity Packs: Flammable Toxic Loosepack; Toxic Solids Organic; Aerosols, Labpack Basic & Acid Compatibles For Incineration	\$281.25	30DM
LCCRD, LCCRC, LCCRA/B, LCCRQ	Lab Packs and Commodity Packs: Flammable Toxic Loosepack; Toxic Solids Organic; Aerosols, Labpack Basic & Acid Compatibles For Incineration	\$375.00	55DM
LRCT, B290	LAB PACK REACTIVES FOR INCINERATION / Cyanide/Sulfide Pesticides	\$150.00	05DM
LRCT, B290	LAB PACK REACTIVES FOR INCINERATION / Cyanide/Sulfide Pesticides	\$300.00	16DM
LRCT, B290	LAB PACK REACTIVES FOR INCINERATION / Cyanide/Sulfide Pesticides	\$375.00	30DM
LRCT, B290	LAB PACK REACTIVES FOR INCINERATION / Cyanide/Sulfide Pesticides	\$500.00	55DM
LCHGI	MERCURY LABPACKS FOR INCINERATION Mercury bearing Lab Packed waste suitable for incineration source of PCB less than 50 ppm No air or water reactives Refer to LP guidelines for additional information	\$750.00	05DM
CCRK	SOLID & SEMI-SOLID (HAZ & NON HAZ) FOR INCINERATION	\$725.00	FBIN
A99X	LAB PACK EXPLOSIVES	\$575.00	05DM

LCCRP	Dioxin and Dioxin Precursors for Incineration Can be Liquid, Solid or Semi-solid EPA Waste Codes: (F021-F023, F026-F028)	CASE- BY-CASE	see note (2)
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Notes:

1. Final billing will be based on gross weight of container and contents.
- 2.. \* [CHEMTX] Veolia ES Technical Solutions, L.L.C. Port Arthur, TX is the only facility in the US that can accept small concentrations of dioxins carrying F027. They have strict protocol for acceptance and require prior approval of the known material. Fixed pricing can not be provided. Everything is case-by-case due to tight feed limits and they primarily focus on low concentration contaminated materials.
- 3.. Cylinders will be charged at the rates identified in Area A Gas Cylinder Price Sheets.



### INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$5,000,000 per occurrence and \$10,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
  - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
  - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
  - d. **ENVIRONMENTAL LIABILITY INSURANCE.** Environmental liability insurance coverage, on an occurrence or claims made basis, with annual limits of not less than \$1,000,000 per claim and in the aggregate, including liability arising out of transportation and non-owned disposal sites. The policy shall have a five-year extended reporting period and cover claims made on and prior to the completion and claims made after final acceptance, but within the extended reporting period. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.
  - e. **MARINE PROTECTION & LIABILITY INSURANCE.** Marine Protection and Indemnity Insurance, including Collision, Jones Act, and passenger coverages. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.
  - f. **TRANSPORTATION POLLUTION LIABILITY INSURANCE.** Contractor shall provide transportation pollution liability insurance in an amount not less than \$5,000,000 per occurrence and \$10,000,000 aggregate.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (see § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: DESContractsTeamApple@des.wa.gov

Note: The Email Subject line must state:  
**Contract Insurance Certificate – Statewide Contract No. 03924 –  
Dangerous Waste Handling and Disposal Services**
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

\* \* \* END OF INSURANCE REQUIREMENTS \* \* \*






# Master Contract Template

Final Audit Report

2025-07-08

Created:	2025-07-08
By:	Lawrence Lim (Lawrence.Lim@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUbbH4i5apnMfYgOSvG16Pcj_AGy9JXil

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-  Document created by Lawrence Lim (Lawrence.Lim@des.wa.gov)  
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-  Document e-signed by Tim Foitzik (Tim.Foitzik@des.wa.gov)  
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