IDAHO

State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number:	PADD16200377
Account Number:	AC-1
Revision Number:	01
Change Order Date:	August 25, 2016
Service Start Date:	October 1, 2016
Service End Date:	September 30, 2017
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified
Currency	USD
FOB Instruction:	Destination
Attachment(s):	ChangeLog.htm :Purchase Order Change

Supplier

Scott McFall
CLEAN HARBORS ENVIRONMENTAL SERVIC
4721 Ironton Street
Denver, CO 80293
Phone: 303-371-1100

Fax:

Email: mcfalls@cleanharbors.com

Buyer Contact

Chelsea Cameron
Tel:208-332-1607
Fax: 208-327-7320
chelsea.cameron@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720

Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Ship To Address

DOP - Prog Mgr
Dept of Administration
Division of Purchasing
650 West State St Rm B-15
PO Box 83720
Boise, Idaho 83720

Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract for is for Pharmaceutical Hazardous Waste Management and MMCAP Master Price Agreement (Contract Number MMS14036). The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis.

Contract Title: Pharmaceutical Hazardous Waste Mangagment Services

Public Agency Clause: Yes

Contract Administration: Chelsea Cameron

Phone Number: 208-332-1607

Fax Number: 208-327-7320

E-Mail: chelsea.cameron@adm.idaho.gov

Contractor's Primary Contacts

Contact: Amanda Cerne, CHMM

Phone Number: 651-245-0565

E-Mail: cerne.amanda@cleanharbors.com

Website: www.cleanharbors.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	1	0	ANN	$100,000.00	$100,000.00

Item Description #1

Pharmaceutical Hazardous Waste Management Services

Delivery Date: October 1, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	$100,000.00
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$100,000.00

Note: If there is a next to an item's unit price, that indicates that the price has been discounted.

Signature : Chelsea Cameron

Signed By : Chelsea Cameron

State of Idaho
Department of Administration
Division of Purchasing

C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
http://purchasing.idaho.gov

August 3, 2016

Clean Harbors Environmental Service
Attn: Amanda Cerne

VIA E-MAIL TRANSMISSION
cerne.amanda@cleanharbors.com

RE: Renewal of Contract PADD16200377, a Contract for Pharmaceutical Hazardous Waste Management various State of Idaho Agencies, Institutions, and Departments Expiring 9/30/2016

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year.

The contract renewal period is October 1, 2016 to September 30, 2017. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Chelsea Cameron
Idaho Division of Purchasing

APPROVED: / YES _____ NO

COMPANY: Clean Harbors ENV Solutions

BY: _____
(Signature)

Chuck Lawrence
(Printed Name)

Date: 8 Aug 2016

UPDATED CONTACT INFORMATION for PADD16200377:

Contact Name	Chuck Lawrence
Title	Account Manager
Address	2150 North 470 East, Tooele, UT 84074
Phone	801-597-0283
Fax	
E-mail	Lawrence.Chuck@CleanHarbors.com

IDAHO

State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Number:	PADD16200377
Account Number:	AC-1
Purchase Order Date:	October 21, 2015
Service Start Date:	October 20, 2015
Service End Date:	September 30, 2016
Payment Method:	Invoice
Payment Terms:	No Payment Terms specified
Currency	USD
FOB Instruction:	Destination
Attachment(s):	

Supplier

Scott McFall
CLEAN HARBORS ENVIRONMENTAL SERVIC
4721 Ironton Street
Denver, CO 80293
Phone: 303-371-1100

Fax:

Email: mcfalls@cleanharbors.com

Buyer Contact

Chelsea Cameron
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Contract Title: Pharmaceutical Hazardous Waste Mangagment Services

Public Agency Clause: Yes

Contract Administration: Chelsea Cameron

Phone Number: 208-332-1607

Fax Number: 208-327-7320

E-Mail: chelsea.cameron@adm.idaho.gov

Contractor's Primary Contacts

Contact: Amanda Cerne, CHMM

Phone Number: 651-245-0565

E-Mail: cerne.amanda@cleanharbors.com

Website: www.cleanharbors.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
	11	0	MON	$9,090.91	$100,000.01

Item Description #1

Pharmaceutical Hazardous Waste Management Services

Delivery Date: October 22, 2015
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	$100,000.01
Estimated Tax (USD)	$0.00
TOTAL: (USD)	$100,000.01

Note: If there is a next to an item's unit price, that indicates that the price has been discounted.

Signature : Chelsea Cameron

Signed By : Chelsea Cameron

MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS14036, Amendment 3

This Member-requested Participation Agreement (MPA) is by and among:

STATE OF IDAHO, DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING (MEMBER);

CLEAN HARBORS EVNIRONMENTAL SERVICES (VENDOR);

and

STATE OF MINNESOTA
ACTING THROUGH ITS COMMISSIONER OF ADMINISTRATION
ON BEHALF OF THE MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY (MMCAP)

and amends the Agreement between MMCAP and Vendor to include the following:

Effective Date and Term: This MPA is effective upon final signature, and expires upon the expiration of MMCAP's contract with Vendor (MMS14036) or by any party upon 30 days' written notice to the other parties to this MPA.

Scope: MMCAP and Vendor entered an agreement identified as MMCAP Contract No. MMS14036 on October 1, 2014, and Member desires to access the MMCAP agreement for products and services with Vendor, which is incorporated into this MPA by reference.

Additional Terms:
The following terms and conditions apply solely to the performance of Vendor and Member and solely for facilities designated as applicable by Member. These terms will be enforced by Member.

Notwithstanding the provisions of section 2.16 –Payment of the MMCAP Agreement, the following additional terms shall be effective between Member and Vendor:

1. Vendor acknowledges and agrees that the State of Idaho does not recognize and shall not pay any claim or invoice to an assignee unless the assignment is accepted by the Idaho Board of Examiners pursuant to Idaho Code section 67-1027. Member will provide reasonable assistance to Vendor or Vendor's assistance in applying for such recognition.

2. The Idaho Legislature has not delegated authority to Member to consent to the jurisdiction of the courts of sister states. Notwithstanding the provisions of section 13 of the MMCAP Agreement, disputes between Vendor and Member shall be governed by the laws of the State of Idaho. Nothing in this MPA or the MMCAP Agreement shall be construed as consent to the jurisdiction of the courts of the State of Minnesota, a waiver of the State of Idaho's rights pursuant to the 11th Amendment to the United States Constitution, or a waiver of the State of Idaho's sovereign immunity, which immunity is hereby expressly reserved.

MMCAP

MEMBER-REQUESTED PARTICIPATION AGREEMENT

MMS14036, Amendment 3

3. For the purposes of section 2.5.5 of the MMCAP Agreement, the following shall be deemed written consent for Member to initiate a claim, action, suit or proceeding against Vendor in the courts of the State of Idaho:

a. Failure of the State of Minnesota Attorney General's Office to provide written consent to Member within ninety (90) calendar days of a written request for consent to the State of Minnesota Attorney General's Office pursuant to section 2.5.5 of the MMCAP Agreement or,

b. Failure of MMCAP to initiate a claim, action, suit or proceeding against Vendor within ninety (90) calendar days of a written request for consent to the State of Minnesota Attorney General's Office pursuant to section 2.5.5 of the MMCAP Agreement.

4. Upon acceptance as a member within the MMCAP program, Vendor shall offer and extend the terms of the MMCAP Agreement, as modified by this Member-requested Participation Agreement and to the extent such MMCAP Agreement has not expired or terminated, to other public agencies of the state of Idaho, as defined in Idaho Code section 67-2327. Any public agency desiring these terms shall independently contract with the Vendor, separately comply with participation requirements imposed by MMCAP, and comply with any other applicable provisions of Idaho law governing public agency contracts.

1. State of Idaho

By: Chelsea Cameron Date: 10/19/2015

Title: Buyer

2. Clean Harbors Environmental Services

By: Louis Pransky Date: 10/19/15

Title: Vice President

3. State of Minnesota for MMCAP
In accordance with Minn. Stat. § 16C.03, subd. 3

By: Sandra Christensen Date: 10-20-15

4. Minnesota Commissioner of Administration
In accordance with Minn. Stat. § 16C.05, subd. 2

By: Heather C. Rivett Date: Oct. 20, 2015

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY

This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and **Clean Harbors Environmental Services, 42 Longwater Drive, Norwell, MA, 02061-9149** ("Vendor").

Pursuant to Minnesota Statutes Sections 16C.03, the Commissioner of Administration may enter into this Contract on behalf of MMCAP for the benefit of its members.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run health care facilities and contracts for pharmaceuticals and certain health care products for its members' use. Participation in MMCAP is limited to government facilities and is generally available to facilities run by state agencies, counties, cities, townships, and school districts.

The Vendor wishes to contract with MMCAP to provide Hazardous Waste Management Services to MMCAP Participating Facilities ("Members").

1 Term of Contract

1.1 ***Effective date:*** October 1, 2014, or the date MMCAP obtains all required signatures under Minnesota Statutes Section16C.05, subdivision 2, whichever is later.
1.2 ***Expiration date:*** September 31, 2016, or as cancelled pursuant to Article 23. The Contract may be extended for up to three (3) additional one (1)-year periods based on written acceptance of both parties, for a term not to exceed five (5) years.
1.3 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this Contract: 7. Liability; 8. State Audits; 9. Government Data Practices and Intellectual Property; 10. Publicity and Endorsement; 11. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

2 Scope of Work

2.1 ***Purpose***
This Contract provides MMCAP Members with comprehensive pharmaceutical hazardous waste management services that meet Members' regulatory requirements and manage pharmaceutical hazardous waste per the location of the waste. Services include: evaluating a Member's current hazardous waste disposal operation, reviewing and characterizing of products, recommending program strategies that are in compliance with all federal, state, and local laws, implementing hazardous waste management programs, collecting waste containers, packaging hazardous waste for transport, transporting waste to waste management facilities, disposing of waste in compliance with all federal, state, and local laws, training for employees, and providing proper documentation for waste disposal. Vendor is the sole awarded provider of pharmaceutical hazardous waste management services for MMCAP.
This Contract may not be used for pharmaceutical reverse distribution services.
2.2 ***Required Licenses, Permits, Certificates, and Registrations***
Vendor and any of its subcontractors must comply with all federal, state, and local laws when providing services under this Contract, including, but not limited to: United States Drug Enforcement Administration (DEA), United States Federal Drug Administration (FDA), United States Environmental Protection Agency (EPA), Resource Conservation and Recovery Act (RCRA), United States Department of Transportation (DOT), and United States Occupational Safety and Health Administration (OSHA). Vendor maintains and will maintain all required licenses, permits, certificates, and registrations required by federal, state, and local governments related to the

services provided under this Contract. Vendor will make such compliance documentation available upon request by MMCAP or its Members.

2.3 *Services*

2.3.1 Vendor will manage pharmaceutical waste, including but not limited to intravenous (IV) preparations, general compounding, spills/breakage, partially used vials, syringes, and IVs, discontinued, unused preparations, unused unit dose repacks, and patients' personal medications.

2.3.2 Vendor will provide services according to the terms and conditions specified in this Contract. Unless otherwise directed by the MMCAP Member, waste materials collected hereunder shall be disposed of at Vendor's treatment, storage, and disposal (TSD) facility or at another licensed TSD facility approved by Vendor.

2.3.3 At a minimum, Vendor is expected to provide the following required services, which MMCAP Members will select according to their needs:

A. Assist Members in accurately determining their generator status under applicable federal, state, or local definitions
B. Assist Members with waste characterization
C. Provide access to Clean Harbors Online Services (CHOS) for management reports, inventory management and tracking, printing packing lists, weight tickets, disposal tracking, and cost savings reports
D. Segregate, pack, transport and dispose of pharmaceutical waste according to all applicable federal, state and local laws and regulations
E. Assist Members in developing, implementing, and maintaining pharmaceutical waste programs that are compliant with standards set by The Joint Commission
F. Support minimization of pharmaceutical waste, waste recycling, reuse, and reclamation whenever possible, presenting environmentally responsible waste management options and costs to Members, when applicable
G. Provide ongoing guidance and expertise to optimize the MMCAP Members' pharmaceutical waste programs
H. Provide ongoing training and educational resources for staff involved in pharmaceutical waste generation
I. Provide ongoing consultation and expertise to ensure compliance with federal, state, and local laws and regulations
J. Provide labels for all pharmaceutical waste satellite accumulation containers
K. Provide all necessary paperwork and labels required for each waste shipment
L. Generating manifests and keeping records of all shipment paperwork
M. Support MMCAP Members in preparing for and during onsite regulatory inspections
N. Assist MMCAP Members with licensing applications and renewals and provide ongoing counseling on the latest regulations
O. Offer continual improvement consulting services to reduce costs and improve waste management procedures, as allowed by regulatory agencies
P. Schedule, track, and complete shipments of pharmaceutical waste for MMCAP Members
Q. DEA-regulated substances management, transportation, and disposition
R. Upon request, provide Members with best management practices for pharmaceutical waste so that pharmaceuticals with the potential to cause harm to human health and the environment are managed conservatively (at a higher level of care) even if they are not technically RCRA hazardous waste when discarded
S. Assist members with creating detailed, written contingency plans in the event of an emergency
T. *CleanPack Laboratory Chemical Packing Services* - provides proper recognition, handling, packaging, transportation, and disposal of laboratory chemicals. CleanPack chemists will collect, identify, label, and package wastes into DOT approved containers. Chemists print inventory container content lists, manifests, Land Disposal Restriction (LDR) forms, and labels and markings that comply with local, state, and federal regulations. Wastes are removed the same day to Vendor's transfer, storage, and disposal facility.
U. *InSite Services* – Vendor will provide an onsite employee full-time at an MMCAP Member's location(s), as requested and at contracted rates. InSite personnel will manage the collection and

packaging of waste materials, satellite accumulation areas, and waste storage areas; as well as assist with a variety of regulatory needs. Insite personnel will continuously evaluate the Member's pharmaceutical hazardous waste program and make appropriate recommendations. InSite personnel are selected to fit the skills and experience that a Member's organization requires.

2.4 ***Service Area***

Vendor will provide the full range of contracted services to all requesting MMCAP Members in all 50 U.S. states, to include sub-jurisdictions within the 50 states.

2.5 ***Types of Waste and Disposal***

2.5.1 Vendor will manage hazardous and non- hazardous pharmaceutical and chemotherapy waste (bulk and trace); as well as compressed aerosols, and RCRA-regulated infectious waste (e.g., "Dual Waste"). In addition to pharmaceutical hazardous waste, Vendor will manage other common hazardous and universal waste streams related to healthcare, such as:

A. Non-infectious sharps,
B. Solvent / stain waste (e.g., acetone, methanol, ethanol, isopropanol, and xylene)
C. Pathological and formalin waste,
D. Mercury-containing devices, lead aprons, etc., and
E. Spent batteries and lamps

2.5.2 Vendor will offer Members a choice between the most environmentally responsible method of disposal and the most cost-effective method of disposal that complies with all applicable laws and regulations. Vendor's disposal recommendations may include:

A. Incineration
B. Recycling
C. Landfill
D. Sewering

2.6 ***Account Setup***

2.6.1 To use Vendor's services, MMCAP Members must execute an Environmental Member Services Agreement (MSA), which is attached and incorporated as Attachment A.

2.6.2 A Waste Profile, which is attached and incorporated as Attachment B, will be completed for each pharmaceutical waste stream, signed by an MMCAP Member representative, and submitted for review and approval by Vendor. This step can be taken entirely through CHOS through its electronic signature feature.

2.6.3 *Satellite Accumulation Areas (SAAs):* After consultation with MMCAP Member staff, Vendor will place "satellite" pharmaceutical collection containers at common points of generation for an initial 30 to 45-day pilot period. Each SAA can have only one container at a time for each waste being produced. Vendor will not set up a pharmaceutical collection container in an area which would pose an environmental risk if a spill were to occur (e.g. outside, adjacent to doors that open to the outside, adjacent to floor drains, etc.). Vendor will track feedback from the specific departments and measure the volume of hazardous waste taken from each area. Vendor will utilize this information to right-size the container sizes and locations for the balance of the facility. It may take four to six weeks to finally determine the right container size and quantity. Over time as employees follow the program, containers will be moved around until they reach a final collection location. More containers may be requested as well.

2.6.4 *Main Accumulation Area (MAA):* Vendor will appraise the MMCAP Member's facility to assist in the selection of an appropriate location for the MAA(s). MAA(s) will usually be set up in the same rooms that the MMCAP Member is already utilizing for storage of mercury, xylene, formaldehyde, and/or miscellaneous laboratory chemicals. The MAA(s) will have clear barriers to unauthorized entry, contain no floor drains or cracks, and be separate from the SAAs. Waste containers will be stored in a separate section of the room from "virgin" chemicals, and provided adequate aisle space. Vendor's personnel will assist in creating a weekly inspection log for the MAA(s), as well as instruct MMCAP Members on the regulatory requirements that must be observed.

2.7 ***Formulary Review***

2.7.1 Upon request by an MMCAP Member, Vendor will provide comprehensive review of the Member's pharmacy products and compounded formulas to accurately determine EPA, RCRA, and DOT requirements for each National Drug Code ("NDC") product. If an MMCAP Member chooses to sort its pharmaceutical hazardous waste, Vendor will annually re-run the Member's entire formulary at the Member's request.

2.7.2 At a minimum, Vendor's system will be updated monthly and will include all NDC items. Vendor's formulary review will identify RCRA D-listed wastes to help ensure that all flammable and/or heavy-metal items being used are properly managed
2.7.3 Vendor may use Material Safety Data Sheets and analytical testing results, when available, to identify waste as hazardous versus non-hazardous waste
2.7.4 Vendor will willingly share additional information regarding alternative procedures, information gathered from other members, or studies conducted by other members

2.8 *Disposal Locations*

Vendor will incinerate hazardous, non-hazardous, and dual infectious pharmaceutical waste in high-temperature, RCRA Part-B permitted incinerators, as applicable. Vendor's active incineration facilities within the United States include:

Clean Harbors Aragonite, LLC
1600 North Aptus Road
Aragonite, Utah 84029
EPA ID #: UTD981552177

Clean Harbors Deer Park, LLC
2027 Independence Parkway South
La Porte, Texas 77571
EPA ID #: TXD055141378

Clean Harbors El Dorado, LLC
309 American Circle
El Dorado, Arkansas
EPA ID #: ARD069748192

Clean Harbors Environmental Services, Inc.
2247 South Highway 71
Kimball, Nebraska
EPA ID #: NED981723513

Vendor's Deer Park and Aragonite incineration facilities are permitted to store and incinerate Toxic Substances Control Act-regulated polychlorinated biphenyl waste, as well as RCRA-regulated infectious waste.

2.9 *Pharmaceutical Waste Services*

2.9.1 Vendor will allow Members to determine whether they wish to manage all waste as RCRA hazardous waste or sort hazardous waste into applicable containers at the point of generation.

2.9.2 ***Audits***

A. Vendor will conduct audits for an MMCAP Member as part of its new customer and ongoing improvement processes. Vendor's chemists will evaluate the MMCAP Member's facility and procedures during the initial and subsequent meetings with MMCAP Member representatives and collaborate to develop best management practices for process, regulatory and financial performance improvements.
B. Vendor will determine if there are too many (or not enough) swap-outs of full containers for empties being performed. This is measured in relation to the specific function taking place, versus where the containers are located in a facility (e.g. operating rooms, pharmacies, etc.).
C. Vendor will work with MMCAP Member representatives to identify any program areas that are not meeting expectations. This is validated through quality assurance /quality control checks. Vendor will identify any unacceptable items found inside collection containers and will notify MMCAP Member representatives.

2.9.3 ***Reserved.***

2.9.4 ***Waste Shipments.*** Vendor will:

A. Visually inspect all containers to be shipped for labels and markings, signs of rust, and deterioration, bulges, and content information
B. Confirm that drums match the anticipated materials ordered for shipment. This may include but is not limited to:
    1. Opening drums to verify contents,
    2. Performing simple tests such as pH verification, and/or
    3. Verifying the waste stream matches up to the waste profile
C. Prepare the drums for shipment
    1. Ensure appropriate DOT container has been selected for each waste
    2. Package small containers/over pack damaged containers
    3. Properly label and mark each drum

D. Verify the shipping documents are properly completed and accurate
    1. Paperwork will be electronically generated from CHOS to maximize accuracy and consistency of paperwork
    2. On-site chemist will verify generator information
    3. Chemist will verify drum counts are accurate
        a. Will prepare any new profiles necessary from waste verification step
        b. Will obtain all necessary signatures

E. Set up Members on a regular, on-call service schedule that corresponds with their rate of generation. Vendor agrees to work with Members to establish acceptable shipment schedules and site-specific needs (e.g. lift-gates, dock access, etc.). Vendor will provide required paperwork and container labeling at no additional charge.

F. If necessary, and with written approval by the Member, act as an authorized DOT Agent by signing shipping papers and other transportation-related documents on the Member's behalf to prevent the Member from having to meet federally-mandated DOT training requirements for employees who sign for hazardous waste shipments.

G. Pack waste in containers to the maximum density that is allowed by applicable regulations and consistent with safe transportation practices. Some materials may be consolidated onsite via a pour-off operation into 30-gallon and/or 55-gallon drums. All containers provided by Vendor will meet the U.S. DOT's applicable UN-ratings and shall be properly marked and labeled to indicate each container's contents.

H. Generate all manifests, land disposal restriction forms, container markings, and inventory packing lists while onsite. After all the waste is packed, drums/containers are marked and loaded onto the truck, and shipping documents are printed and signed, the shipment data will be uploaded via the internet to Vendor's Waste Information Network (WIN).

2.9.5 ***Waste Transportation***

A. Vendor will provide transportation services for pharmaceutical waste, including bulk waste disposal, drum waste disposal, and truck, rail, and ship transportation.

B. Vendor's drivers will comply with all DOT and RCRA regulations

C. Vendor will ensure that vehicles are properly maintained in good operating condition, have all inspection stickers, permits and licenses as required by all local, state and Federal regulatory authorities for the transportation of hazardous materials, and meet all U.S. EPA and DOT requirements.

D. Each of Vendor's vehicles will be equipped with the following:
    1. Fire extinguishers, spill control and clean up supplies, safety equipment and accident reporting kits.
    2. Racks, straps or other suitable devices to secure safety equipment and waste materials.

E. Vendor will maintain a "Satisfactory" rating for compliance with the Federal Motor Carrier Safety Regulations, as measured by the U.S. Department of Transportation Motor Carrier Safety Rating.

F. In accordance with DOT HM-232, Vendor has developed and implemented a Hazardous Materials Transportation Security Plan that meets the requirements of 49 CFR § 172.800(b).

G. Vendor will take into account regulations for the state where pharmaceutical hazardous waste is generated, the states that it will be transported through, as well as the receiving disposal facility state when packing drums and preparing shipping documents.

H. To ensure that all materials are safe and compliant while in transit from the Member's location to Vendor's facility, Vendor will:
    1. Maintain a DOT approved Transportation Security Plan per HM-232, and an in-transit contingency plan to ensure that transportation incidents are avoided or minimized.
    2. Administer an extensive and continuous training programs for all drivers
    3. Verify accuracy of shipment immediately upon receipt at the TSDF.
    4. Have a stringent Vehicle Maintenance Plan in place to ensure that all vehicles are regularly maintained, that they are operating correctly, and that the driver/operator is empowered to take a non-performing vehicle out of service.

5. Hold several national contracts that allow immediate action to be taken in the event a vehicle is disabled anywhere in the country.

I. MMCAP Member pick-up requests will be scheduled to coincide with waste pick-ups for other customers in the same general vicinity. At the end of the day, the truck returns to its respective Service Center, where the drums will be off-loaded and placed into storage.

J. In ten days or less, all of the drums that have been placed in storage throughout the week will be loaded onto a tractor-trailer and shipped to their manifested disposal facility. Vendor will stage drums at its Service Center(s) until there are enough for a full truckload, to ensure the most economical method of shipping waste.

2.9.6 ***Waste Tracking***

A. Immediately after a truck carrying waste arrives at any one of Vendor's Service Centers, Vendor will assign each drum/container a unique tracking number (unless a number has already been assigned through the CleanPack Inventory Management System). This number is printed on labels as corresponding bar codes and attached to each drum.

B. Vendor will scan bar code labels every time the drums/containers are moved, whether from one truck to another or from one location to another within a facility. Data will then be uploaded into Vendor's WIN.

C. Drums that are bulked /consolidated into larger containers (i.e. tanks, roll offs, etc.) will also noted in WIN and a new tracking number will be created that lists all the original numbers.

D. Vendor's WIN must have the ability to generate real-time Waste Tracking Reports that map the path each container took from pickup to final disposal.

E. Vendor's Waste Tracking Reports will indicate the following.

1. The manifest number(s)
2. The waste management method code
3. Each container's tracking number and new tracking number if the waste has been consolidated into a new container at Vendor's disposal facility;
4. The final disposal facility and date of final disposal/recycling

2.9.7 ***MMCAP Member Reporting***

A. Vendor's reporting system will be available twenty-four hours a day, seven days a week at www.cleanharbors.com. Vendor's system must have the ability to set the level of access rights for MMCAP Members' personnel for security purposes. Vendor will provide the technology to allow one user (e.g., super-user) to run reports for several MMCAP Members' accounts at one time and must be able to link entities at the parent organization level. Vendor's system must allow reports to be downloaded and printed, saved electronically, and/or e-mailed.

B. If the Vendor has multiple levels of reporting packages, it is required that the Vendor allow the MMCAP Member access to any and all reporting, whether standard, advanced, or analytics type of reporting, provide support to train both general and super-users of the reporting tools. These tools, regardless of level (standard, advanced, analytics) must be provided to MMCAP Members at no additional cost for the full term of the Contract.

C. The following reports are the minimum reporting requirements for the Vendor to make available to all MMCAP Members and these reports are to be made available online in printable copy and electronic/exportable formats (e.g., Excel, CSV).

1. *Area and Cost Center Disposal Tracking* - produces a report of all waste shipments to Vendor's facilities within a given date range
2. *Certificate of Disposal* - certifies that waste has been received and will be treated and disposed of in accordance with applicable federal and state laws and regulations
3. *Customer Biennial Data Extract* - produces a report of manifest information to be used for biennial and other compliance reporting
4. *Inventory Report* - Provides a current printout of the MMCAP Member's inventory, including drums, lab packs or transformers
    a. Electronically create and track bulk (profiled) drums, lab packs, and roll off containers
    b. Print packing lists to attach to the containers.

c. Print waste labels and manifests
d. Track "where", "how much", and "how long" waste has been onsite
e. Track waste back to individual cost centers

5. *Invoice Report* - produces a list of invoices within a given data range
6. *Manifest Tracking Report* - produces a list of manifests within a given date range
7. *Online Services Access Report* - provides a listing of all users that have access to an online services account and their level of access (e.g., user rights)
8. *Profile Summary Report* - provides a listing of the generator's profiles including waste description, approval status, approved facilities and shipping information.
9. *Waste Tracking Report* - produces a detailed report of all waste shipments to Vendor's facilities and displays all plant-to-plant shipments.
10. *Waste Tracking Summary Report* - produces a summary report of all waste shipments to Vendor's facilities; the MMCAP Member has the option to generate data for a master site and all associated generator sites
11. Any other reports required by law

2.9.8 ***Training for MMCAP Members***

A. Upon account setup and annually, Vendor will offer Pharmaceutical Waste Training to MMCAP Members. Training will depend on the waste streams the MMCAP Members will be expected to generate or are generating. All training will meet federal, state, and local requirements (e.g., basic training for Small Quantity Generators, annual training for Large Quantity Generators, and optional training for Conditionally Exempt Small Quantity Generators, etc.).
B. Vendor will offer webinars, in-person training, paper materials, and/or customized training materials for Members. Training will include but is not limited to: pertinent RCRA, EPA and DEA regulations, as well as specific state and local regulations. MMCAP Members may choose one of two pharmaceutical waste training paths offered by Vendor:
    1. *Train-the-Trainer:* The MMCAP Member designates certain managers and employees for Vendor's personnel to train. The MMCAP Member's designated personnel will then train individual staff members, as well as provide refresher training using documents that Vendor helps develop.
    2. *In-Service Training:* An MMCAP Member chooses Vendor to train all current employees. Refresher training will also be provided by Vendor's personnel.
C. Vendor will make site-specific trainings available for MMCAP Members that have slightly different needs than general patient care areas; including but not limited to laboratories, radiology and surgery.
D. Vendor will use a training strategy that is customized for each MMCAP Member. Vendor will edit the training documentation to meet state-specific requirements and meet with the MMCAP Member to review, edit, and develop the final version. Vendor will encourage MMCAP Members to incorporate this document into their new-hire training program so that it is automatically received by new employees.
E. Vendor will assist MMCAP Members in providing on-going training for program maintenance. Vendor will help MMCAP Members with yearly training, whether in person, through e-mails, or with pamphlets.
F. Vendor will conduct an annual "audit-train-audit" cycle to fully understand where training is needed. This is done by sampling the black collection boxes, and getting an accurate count of what is actually being placed inside. Training will then be conducted based upon the findings from the initial audit.
G. A few weeks after the training is completed, Vendor will re-audit the black collection boxes. This enables Vendor to gauge the success of training with actual data, which will then be shared with the MMCAP Member staff as well as management.

2.10 ***Customer Service for MMCAP Members***

A. Vendor will provide two distinct groups of customer service personnel: Vertical Account Managers (VAMs) and Customer Service Representatives (CSRs).

A. *Vertical Account Managers:* are responsible for seamless integration with new MMCAP locations and ensure that the services Vendor provides to each Member are in compliance with the MSA terms and conditions, as described in Section 2.6.
B. *Customer Service Representatives:* work out of Vendor's local Service Centers. CSRs will have a high level of technical knowledge, as well as excellent interpersonal skills. CSR responsibilities include but are not limited to:
    1. Assisting MMCAP Members with profiling waste streams;
    2. Answering technical waste questions;
    3. Responding to and scheduling requests for pick-up service;
    4. Preparing shipping documents, land disposal restriction forms, and container labels/markings; and
    5. Provide invoicing assistance and invoice review prior to them being sent

2.10.1 Vendor's standard business hours for customer service are Monday through Friday from 8:00 AM to 5:00 PM local time, except during national holidays (Christmas, New Year's Day, Thanksgiving Day, Memorial Day, July 4, and Labor Day). Vendor's Chemists can be scheduled for earlier or later times, as well as for weekends and/or holidays if necessary. Emergency response services are available twenty-four hours a day, 365 days of the year. Vendor's number for emergencies is 800-645-8265.
2.10.2 Vendor's Central Customer Service Group is based out of New England. CCSR's will work staggered shifts to accommodate customers located in different time zones.
2.10.3 Vendor's local service center phones operate from 7:00 a.m. to 6:00 p.m. local time. During off hours, all phones roll to Vendor's corporate operator. Vendor will ensure that all local phones roll over to the corporate line at day's end and roll back to the local office the next morning.
2.10.4 From 6:00 p.m. Friday to 7:00 a.m. Monday (local time), all phones roll to Vendor's corporate operator. Vendor has a management report that is sent to all mid-level and up managers that outlines the details of all calls received centrally off hours.
2.10.5 Vendor's Customer Service can be reached toll free at 800-444-4244 or by contacting the Member's VAM or CSR.
2.10.6 Technical support for CHOS can be reached toll free by calling 800-444-4244.

2.11 ***MMCAP Member Satisfaction Survey***

Vendor will solicit an MMCAP pre-approved, annual survey using a representative random sample of MMCAP Members. The goal is an overall average survey score of 3.5 out of 5 points. Vendor will share the raw survey responses for those survey areas that score below 3.5 and will devise an action plan(s) to address deficiencies, presenting status updates at bi-annual Business Reviews, or more frequent as appropriate.

2.12 ***CHOS Back-up Service, Maintenance and Repair***

Vendor agrees to provide all software updates and system maintenance at no cost for the term of this Contract. CHOS requires routine site maintenance. Vendor agrees that maintenance on its system will only occur on weekends and MMCAP Members will be notified in advance. Calling Vendor's Customer Service department will serve as a back-up for Vendor's system.

2.13 ***Vendor's Employees***

2.13.1 Vendor will have qualified experienced personnel in positions of authority and responsibility including:
A. A department of sales/service representatives to assist with the coordination of activities necessary for the Members to ship its pharmaceutical hazardous waste to Vendor for processing.
B. Personnel trained and experienced in handling controlled substances and pharmaceutical hazardous materials, and knowledgeable of regulatory requirements governing returned goods processing cycle "cradle to grave." Vendor will submit resumes detailing qualifications and experience upon MMCAP's request.

2.13.2 Vendor may use subcontractors for any of the work under this Contract.
2.13.3 Vendor must notify in advance and in writing to MMCAP any changes in Vendor's key personnel.
2.13.4 Vendor will ensure that the services provided to each Member are in compliance with the MSA terms and conditions.

2.13.5 Vendor will train its employees in the most sophisticated and advanced techniques for handling hazardous materials.
2.13.6 Vendor's employees working under this Contract will have at least six months experience in hazardous waste management.
2.13.7 Vendor will comply with OSHA regulations that require that all Hazardous Waste Operations and Emergency Response (HAZWOPER)-trained employees receive at least eight hours of refresher training each year. Vendor will conduct refresher training in monthly, one-hour modules. Every applicable employee must attend twelve mandatory monthly module trainings during the calendar year; eight of which address the OSHA HAZWOPER Training Standards.
2.13.8 Vendor's employees that drive heavy-duty trucks /vehicles will undergo a 16-hour driver training course (regardless of any over-the-road experience they may have had before being hired) and a yearly driving skills evaluation thereafter.
2.13.9 Vendor will document and have available all employee orientations and training certificates.

2.14 ***Invoicing***
2.14.1 Vendor agrees that MMCAP Members will be invoiced at the MMCAP Contract price throughout the term of this Contract and any extensions.
2.14.2 Vendor agrees that all fees will be listed in this Contract. Vendor will not add any fee, percentage, or other cost to the services under this Contract unless the fee, percentage, or cost is defined and approved in writing by MMCAP prior to implementation. In the event an MMCAP Member presents unusual circumstances not covered by this Contract, the MMCAP Member may contact Vendor for specific pricing and Vendor may provide such pricing.
2.14.3 Vendor will submit an invoice with each service event. Invoices must be only for the service performed.
2.14.4 If an MMCAP Member chooses to set up a full-time InSite Services Program at their facility, Vendor will invoice for labor charges on a monthly basis. Separate invoices will be issued for waste transportation and disposal as soon as possible of the service being provided.
2.14.5 Any additional fees (e.g., service fees, shipping charges, emergency services, etc.) charged by Vendor will be in line item detail separated from the service cost and will be tied back to an original invoice number.
2.14.6 At a minimum, the Vendor's invoice will contain the following fields:

A. Vendor's Remit Address
B. Vendor's Federal Tax ID Number
C. MMCAP Member Name, Billing Contact, and Invoice Mailing Address
D. Job Site/Generator (physical location where services were provided)
E. Customer Code (Vendor-assigned account number for the MMCAP Member)
F. Invoice Number
G. Invoice Date (Date of Service - for jobs that last multiple days, the date provided will either be when the work is completed or the last day of work included in the invoice, e.g., monthly onsite contract labor through Vendor's InSite Services)
H. Sales Order Number
I. MMCAP Member's purchase order number (when applicable)
J. Payment Terms
K. Detail section, showing an itemized view of all charges invoiced
L. Manifest /Bill of Lading Information (as applicable)
M. Description of Items Billed
N. Shipment Quantity and Unit of Measure
O. Unit Price
P. Extended Amount
Q. Sales Tax Status and Amount
R. Total invoice price
S. Vendor's Waste Classification Code and Profile Number
T. Summary Section (summary of total charges)

2.14.7 Vendor will generate and send an invoice to the MMCAP Member within forty-eight hours after service is provided (for typical waste lab pack and/or transportation and disposal services).

2.15 ***Invoice Disputes***

2.15.1 Subject to state law, the MMCAP Member will notify Vendor of any known dispute with an invoice within 30 calendar days of receipt of the invoice.

2.15.2 The MMCAP Member will pay all portions of a disputed invoice, unless prohibited by state law, subject to resolution of that dispute. If upon resolution, the disputed invoice was found to be in error, Vendor will credit the original amount of the invoice and rebill the MMCAP Member.

2.15.3 Where complete payment of a disputed invoice is prohibited by an MMCAP Member state's applicable law(s), the Vendor will comply with requirements of that state's law(s) related to disputed invoices.

2.15.4 Where a disputed invoice is determined not to have been in error, the MMCAP Member will not be liable for interest and penalties related to the disputed amount.

2.16 ***Payment***

2.16.1 Electronic payment should be forwarded via wire transfer or ACH.

EFT (ACH/Wire) Payment Information:

Bank Name: Bank of America
ACH ABA# (routing): 111-000-012
Wire ABA# (routing): 026-009-593
Account of: Clean Harbors Environmental Services, Inc.
Account Number: 3756420025

Bank Address:
600 Peachtree Street, NE
Atlanta, GA 30308
Type of Account: Checking
Note: please email your remittance advice to eft@cleanharbors.com.

Federal Tax ID #: 042698999
Dunn & Bradstreet #: 03-932-2250

If payment is unable to be forwarded via wire transfer or ACH, checks may be sent to:

LOCKBOX Payment Information:

Clean Harbors Environmental Services, Inc.
P.O. Box 3442
Boston, MA 02241-3442

2.16.2 ***P-Cards and Credit Cards.*** Vendor will only accept credit card payments from clients that spend $10,000 or less annually. No transaction fees will be assessed for credit card payments.

2.16.3 ***Purchase Orders.*** As a condition for purchasing under this Contract, purchasers must be MMCAP Members in good standing with MMCAP. Then, MMCAP Members may purchase services by submitting Purchase Orders. MMCAP Members may use their own forms for Purchase Orders. To the extent that the terms of any form differ from the terms of this Contract, the terms of this Contract supersede such conflicting or contrary terms.

2.16.4 ***Payment of Purchase Orders.*** Each MMCAP Members Facility will be responsible for payment for services provided by Vendor. MMCAP will have no liability for an unpaid invoice of any MMCAP Member. Vendor agrees to invoice the MMCAP Member for all services provided.

2.16.5 ***Jurisdiction and Venue Regarding Members' Purchase Orders.*** Upon completion of the Dispute Resolution process in this Contract, and solely with the prior written consent of MMCAP and the State of Minnesota Attorney General's Office, the MMCAP Member may bring a claim, action, suit or proceeding against Vendor regarding the MMCAP Member's purchase order. The MMCAP Member's request to MMCAP to bring the claim, action, suit, or proceeding must state the initiating party's desired jurisdiction, venue and governing law. Upon completion of the Dispute Resolution process of this Contract, the Vendor may bring a claim, action, suit or proceeding against MMCAP Member.

2.16.6 ***Termination of Individual Purchase Orders.*** MMCAP Members may terminate individual Purchase Orders, in whole or in part, immediately upon notice to Vendor, or at such later date as the MMCAP Member may establish in such notice, upon the occurrence of any of the following events:

A. The MMCAP Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Purchase Order;
B. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Purchase Order is prohibited or the MMCAP Member is prohibited from paying for such goods from the planned funding source; or
C. Vendor commits any material breach of this Contract or a Purchase Order.

Upon receipt of written notice of termination, Vendor will stop performance under the Purchase Order as directed by the MMCAP Member. Termination of a standing Purchase Order does not extinguish or prejudice the MMCAP Member's right to enforce such Purchase Order with respect to Vendor's breach of any warranty or any defect in or default of Vendor's performance under such Purchase Order that has not been cured, including any right of the MMCAP Member to indemnification by Vendor or enforcement of a warranty. If a standing Purchase Order is terminated, the MMCAP Member must pay Vendor in accordance with the terms of this Contract for services provided and accepted by the MMCAP Member.

2.16.7 ***Funds available and authorized/non-appropriation.*** Vendor will not be compensated for goods delivered or services performed under a Purchase Order by any entity other than the MMCAP Member that issued the Purchase Order. By submitting a Purchase Order the MMCAP Member represents it has sufficient funds currently available and authorized for expenditure to finance the costs of the Purchase Order.

2.16.8 ***Late Payments (Undisputed Invoices).*** This clause will not apply to an MMCAP Member when prohibited by that MMCAP Member's or individual state law.

If any MMCAP Member fails to comply with the agreed upon payment terms, Vendor will have the right to charge an interest rate of 1.5% per month for all past due amounts. An MMCAP Member will be deemed to have failed to comply with the payment terms if it does not make timely payment for a period lasting two cycles.

2.17 ***Contract Transition and Implementation***

2.17.1 Upon an MMCAP Member's request, if an MMCAP Member is currently contracting with Vendor for the services, or substantially similar services, as set forth in this Contract, Vendor will transition the MMCAP Member from the existing contract (and existing contract terms) to this Contract (and its terms) on the 1st day of the month following execution of this Contract and in no event later than 30 days from Contract execution.

2.17.2 If the MMCAP Member is not currently contracting with the Vendor for the services or substantially similar services, Vendor will work with MMCAP Members and MMCAP Staff, if applicable, to determine the appropriate steps and schedule, subject to the above, for the transition to this Contract.

2.17.3 Vendor's standard procedure for implementing a new MMCAP Member is detailed in Article 2.6, Account Setup.

2.18 ***Member Facilities.***

2.18.1 Vendor must allow new Members access to the contract services and prices throughout the term of this Contract. MMCAP will provide Vendor with monthly e-mail notices announcing that a new Membership List has been posted online.

2.18.2 MMCAP reserves the right to add and delete Members during the term of this Contract.

2.19 ***Value Added Services.***

2.19.1 Members must be offered any programs normally offered to the Vendor's general customer base at the same or lower cost as that offered to the general customer base.

2.19.2 Vendor may offer disposal services for regulated medical waste (e.g., laboratory waste, biohazardous waste, sharps waste, etc.). The MMCAP Member will be offered a quote for the cost of service(s) at the time service is requested. Services, if applicable, include:

A. Segregate, pack, transport, and dispose of regulated waste according to all applicable federal, state, and local laws and regulations
B. Provide ongoing consultation and expertise to ensure compliance with federal, state, and local laws and regulations
C. Provide all necessary paperwork and labels required for each waste shipment free of charge

2.20 ***Pricing***

A. Vendor will provide all services under the conditions and at the pricing set in Attachment C, which is attached and incorporated.
B. Vendor agrees that it will not charge a fuel surcharge for the term of this Contract and any extensions.
C. MMCAP Members will be financially responsible for any state-specific fees that are incurred as a result of compliant disposal.
D. Vendor will hold pricing firm for the first 24 months of the Contract period. If MMCAP chooses to extend the Contract, pricing for services will be increased by 2.5% on all line items in months 25 and again in month 49 (years 3 and 4), with the exception of formulary review, which will not increase in price. Additionally, if MMCAP chooses to extend the Contract, MMCAP agrees to a price increase in months 25, 37, and 49 (years 3, 4, and 5). Annual increases for the subsequent one-year contract renewals will be limited to the lessor of 3% or the rolling-12 month average of the most recently published Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items as produced by the U.S. Bureau of Labor Statistics. Vendor agrees that acceptance of price increases does not obligate MMCAP to extend the Contract.

3. Administrative Fee. In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all products and services provided to members. The Vendor will submit a check payable to "State of Minnesota, MMCAP Program" for an amount equal to 3% of MMCAP Participating Facilities' purchases/fees. The administrative fee must be paid as soon as is reasonable after the end of each month, but no later than 45 calendar days after the end of the month. Payments must be sent to MMCAP, 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155. The vendor must submit a monthly Administrative Fee Data Report. The monthly Administrative Fee Data Report must contain the fields detailed below. All Administrative Fee Data Reports must be sent to: Mn.MMCAP@state.mn.us at the end of each month, but no later than 45 days after the end of the month. Failure to comply with this provision may constitute breach of this Contract.
Administrative Fee Data Report fields:

- Vendor ID
- MMCAP Facility ID
- MMCAP Facility Name
- Address
- City
- State
- Zip
- Contract Number
- Vendor Contract Number
- Period Begin
- Period End
- Description of Services
- Vendor Contracted Sales
- Administrative Fee Decimal Percentage
- Administrative Fee Payment Amount

In the event the Vendor is delinquent in any undisputed administrative fees, MMCAP reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event the contract is cancelled by either party prior to the contract's expiration date, the administrative fee payment will be due no more than 45 days from the cancellation date.

4. Customer Service.

4.1 ***Primary Account Representative.*** Vendor will assign a Primary Account Representative to MMCAP for this Contract and must provide a minimum of 72 hours advanced notice to MMCAP if that person is reassigned. The Primary Account Representative will be responsible for:

- Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments

- Timely response to all MMCAP inquiries
- Performance of the business review as described in Article 4.2

In the event that the Primary Account Representative is unresponsive and does not meet MMCAP's needs, the Vendor will assign another Primary Account Representative upon MMCAP's request.
MMCAP's Primary Account Representative is:
Mr. Mark Mendenhall
National Account Manager
PO Box 9149
Norwell, MA 02061-9149
Office Phone: 615-791-1959
E-mail: mendenhall.mark@cleanharbors.com

4.2 ***Business Reviews.*** Vendor will perform a bi-annual business review with MMCAP staff per contract year. The review will be at a time that is mutually agreeable to Vendor and MMCAP and at a minimum address: a review of sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

4.3 ***Dispute Resolution.*** Vendor and MMCAP will handle dispute resolution for unresolved contract eligibility issues using the following procedure:

4.3.1*Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. And if necessary, MMCAP and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

4.3.2*Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP or Vendor may escalate the resolution of the issue to a higher level of management. A meeting will be scheduled with MMCAP and the Vendor's MMCAP Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The Vendor will have 30 calendar days to cure the issue.

4.3.3 *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the contract, in the accomplishment of all undisputed work, any additional direct and reasonable costs incurred by MMCAP and/or MMCAP members as a result of such failure to proceed will be borne by the Vendor.

4.3.4 *MMCAP Rights.* In the event MMCAP cannot resolve a dispute with the Vendor, MMCAP may cancel this Contract upon 60 days' written notice to the other party.

4.3.5 *No Waiver.* This clause will in no way limit or waive either party's right to seek available legal or equitable remedies.

5. Authorized Agent

MMCAP's Authorized Representative is the MMCAP Managing Director, Materials Management Division, Department of Administration, 50 Sherburne Avenue, St. Paul, MN 55155.
The Vendor's Authorized Agent is Mr. Mark Mendenhall.

6. Assignment, Amendments, Waiver, and Contract Complete

6.1 ***Assignment.*** Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this Contract without the prior consent of the parties (which will not be unreasonably withheld) and a fully executed Assignment Agreement. If the Vendor assigns a Product during the term of this Contract, Vendor must provide written notice to MMCAP at least 30 days prior to the assignment.

6.2 ***Amendments.*** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office. Vendor agrees to use the amendment process set forth in Article 2.7 above.

6.3 ***Waiver.*** If MMCAP fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

6.4 ***Contract Complete.*** This Contract contains all negotiations and agreements between MMCAP and the Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

7. Liability

The Vendor must indemnify, save, and hold MMCAP, MMCAP Participating Facilities, including their agents, and employees harmless from any claims or causes of action, including attorneys' fees incurred by MMCAP, arising out of the performance of this Contract by the Vendor or the Vendor's agents or employees; or injury or death to

person(s) or property, to the extent caused by the negligence, willful misconduct, or violation of applicable law of the Vendor. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this Contract. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP is not permitted to indemnify the Vendor. Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

8. State Audits

Minnesota Statutes Section 16C.05, subdivision 5, requires that the books, records, documents, and accounting procedures and practices of the vendor relevant to this Contract are subject to examination by MMCAP and either the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

9. Government Data Practices and Intellectual Property

9.1 ***Government Data Practices.*** The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MMCAP under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either the Vendor or MMCAP.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify MMCAP, and consult with the agency as to how the Vendor should respond to the request. The Vendor's response to the request will comply with applicable law. Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract.

9.2 ***Intellectual Property.*** The Vendor warrants that any materials or products provided or produced by the Vendor or utilized in the performance of this Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against MMCAP, MMCAP will promptly notify the Vendor.

If such a claim of infringement has occurred, or in the Vendor's opinion is likely to occur, the Vendor must either procure for MMCAP the right to continue using the material or product or replace or modify materials or products. If an option satisfactory to MMCAP is not reasonably available, MMCAP will return the materials or products to the Vendor, upon written request of the Vendor, and at the Vendor's expense.

10. Publicity and Endorsement

10.1 ***Publicity.*** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

10.2 ***Endorsement.*** The Vendor must not claim that MMCAP endorses its products or services.

11. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Contract are clearly inconsistent therewith, this Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Contract entails delivery or performance of services, such services will be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

12. Antitrust

The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

13. Force Majeure

Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war, or raw material shortages that are beyond that party's reasonable control.

14. Severability

If any provision of the resulting Contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of the resulting Contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

15. Default and Remedies

Either of the following constitutes cause to declare the Contract or any order under this Contract in default:

(a) Nonperformance of contractual requirements, or

(b) A material breach of any term or condition of this Contract.

Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for reasonable damages.

If the default remains after the opportunity for cure, the nondefaulting party may:

(a) Exercise any remedy provided by law or equity; or

(b) Terminate the Contract or any portion thereof, including any orders issued against the Contract.

16. Data Disclosure

In the event MMCAP obtains the Vendor's Federal Tax Identification Number, the Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. Insurance Requirements

A. Contractor must not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor must maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident

   If Minnesota Statutes Section 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

   If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

   $2,000,000 – per occurrence
   $2,000,000 – annual aggregate
   $2,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:
Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

1. Owned Automobiles
2. Hired Automobiles
3. Non-owned Automobile
4. MCS – 90
5. CA – 9948 Endorsement – Pollution Liability – Broadened Endorsement (or equivalent)
6. Waiver of subrogation in favor of the State of Minnesota

4. **Pollution Liability Insurance:**
The Contractor must maintain Pollution Liability insurance (or equivalent pollution liability coverage endorsed on another form of liability coverage, such as general liability or professional errors and omissions policy) and in case any work is subcontracted, the Contractor will require the subcontractor to provide Pollution Liability insurance. Insurance **minimum** limits are as follows:

$5,000,000 – Per Occurrence
$5,000,000 – Annual Aggregate

In addition, the following coverages must be included:
Policy will include non-owned disposal site Pollution Liability
Policy will not contain a lead exclusion
Waiver of subrogation in favor of the State of Minnesota
State of Minnesota named as an Additional Insured

C. Additional Insurance Conditions:

- Contractor's policy(ies) must be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- Should any of the above policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with policy provisions. Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) must include legal defense fees in addition to its liability policy limits;
- Contractor must obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

17.3 Additional Insurance Conditions:

- Vendor's policy(ies) must be primary insurance to any other valid and collectible insurance available to MMCAP with respect to any claim arising out of Vendor's performance under this Contract;
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor will notify MMCAP within 5 business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without advance written notice to MMCAP in accordance with the policy provisions;
- Vendor is responsible for payment of Contract related insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor's policy(ies) will include legal defense fees in addition to its liability policy limits;
- Vendor will obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Contract.

17.4. MMCAP reserves the right to immediately terminate the Contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP, and copies of policies must be submitted to MMCAP's authorized representative upon written request.

18. **Laws and Regulations** Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minnesota Statutes Section 181.59 and Minnesota Statutes Chapter 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.

19. **Affirmative action requirements for contracts in excess of $100,000 and if the Contractor has more than 40 full-time employees in Minnesota or its principal place of business**

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

19.1 Covered contracts and contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

19.2 Minn. R. 5000.3400-5000.3600.

(a) General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

(b) Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

(1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
(2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
(5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
(c) Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.
(d) Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

20. Business Interruption Plan
Vendor must have in-place during the term of this Contract, an emergency preparedness and business continuity plan. The Vendor's emergency preparedness and business continuity plan is to include specificity on how the Vendor will ensure that MMCAP Members would continue to receive services during a regional/national disaster or other unforeseen malfunction of Vendor's pharmaceutical hazardous waste management services. Vendor's detailed Disaster Recovery Plan is available upon request from MMCAP or Members.
As part of the Business Continuity Plan, Vendor will provide:

1. Backup locations for each disposal facility
2. Emergency customer support and centralized command and control centers
3. Procedures for contacting employees
4. Strong relationships with suppliers to maintain fuel supply in the event of a shortage
5. Working relationships with government agencies and industry trade associations

21. Member-requested Modifications to this Contract. Vendor may be required to prepare an MMCAP "Member-requested Participation Agreement" (MPA) to amend this Contract to provide for laws specific to a state or local jurisdiction. If these circumstances exist, the Vendor must work with MMCAP and the MMCAP Member to prepare the MPA. An MPA must clearly apply only to the requesting location and will not affect the rights of the other MMCAP Members, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein, except in regard to the applicable named MMCAP Member. No verbal or written instructions from MMCAP Members, or any of their staff or officials may be used to change any provision of this Contract. Vendor will immediately report any such requests to the MMCAP Manager who will issue approval or denial in writing.

22. eVerify Certification Pursuant to the requirements of Minnesota Statutes Section 16C.075, Vendor certifies that as of the effective date, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform

work on behalf of MMCAP. Vendor will be responsible for collecting all subcontractor certifications. All subcontractor certifications must be kept on file with the Vendor and made available to MMCAP upon request.

23. Non-Conforming Waste Provision & Latent or Subsurface Conditions: If the work involves the transportation and disposal of Waste, the MMCAP Member shall provide Vendor with a description of said waste ("Waste Profile"). Upon approval by Vendor, the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials discovered by Vendor to be non-conforming, if in Vendor's possession, shall be prepared for lawful transportation by Vendor and returned to the MMCAP Member within a reasonable time after rejection by Vendor, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. The MMCAP Member shall pay Vendor at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials. The waste material shall be considered non-conforming if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Notwithstanding anything to the contrary, the MMCAP Member 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 Vendor 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. In the event subsurface or latent conditions at the work site materially differ from those indicated in the contract documents or if the latent or subsurface physical conditions are of an unusual nature not ordinarily found to exist in environmental service activities identified in the contract documents, Vendor shall be entitled to an equitable adjustment of the Contract price and time.

24. Cancellation. MMCAP or the Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or services satisfactorily performed or Products supplied through the Contract cancellation date.

1. CLEAN HARBORS ENVIRONMENTAL SERVICES

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [signature]
William O'Connor

Title: Sr. Vice President

Date: 10/14/14

By: [signature]

Title: William Connors
Sr Vice President

Date: 10/14/14

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: Sandra Christensen

Title: Pharmacy Analyst

Date: 10-15-2014

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: Heather Pickett

Title:

Date: Oct. 15, 2014

Attachment A

ENVIRONMENTAL SERVICES AND WASTE DISPOSAL AGREEMENT

(Not To Be Used For Emergency Response Work)

This Environmental Services and Waste Disposal Agreement ("Agreement") is made this _____day of_____, by and between _____ ("Customer") and Clean Harbors Environmental Services, Inc. and affiliates with offices at 42 Longwater Drive, P.O. Box 9149, Norwell, MA 02061-9149 ("Clean Harbors").

WHEREAS, Clean Harbors has an agreement with the State of Minnesota through its Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP), Agreement Number MMS_____ ("MMCAP Agreement") to provide hazardous waste disposal services; and

WHEREAS, Customer is a member of MMCAP and desires to access the services provided by Clean Harbors under MMCAP Agreement; and

WHEREAS, as required by the MMCAP Agreement, Customer must execute this Environmental Services and Waste Disposal Agreement.

WHEREAS, Customer and Clean Harbors desire to establish the terms and conditions pursuant to which such services will be provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1. Term

This Agreement shall have an initial term of one (1) year from the date hereof and shall continue in effect from year to year thereafter provided until the expiration of the MMCAP Agreement; however, either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

Article 2. Services

The services provided to Customer under this Agreement by Clean Harbors will comply with the terms, conditions, and pricing of the MMCAP Agreement. . Unless otherwise directed by Customer, waste materials collected hereunder shall be disposed of at a Clean Harbors' treatment, storage and disposal ("TSD") facility or at another licensed TSD facility approved by Clean Harbors. This Agreement shall not apply to emergency response services.

Article 3. Waste Materials

During the term of this Agreement, Customer may, from time to time, provide to Clean Harbors certain waste materials. Waste materials to be handled pursuant to this Agreement shall be agreed upon in advance in writing by Clean Harbors and Customer. At the time Customer requests the Services of Clean Harbors, Customer shall provide a Waste Profile Sheet or similar document ("Waste Profile") to Clean Harbors completely and accurately describing the waste materials and its (their) characteristics. Upon approval by Clean Harbors, the Waste Profile shall be incorporated into and become a part of this Agreement.

Article 4. Transfer of Waste and Title

4.1 Title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Customer to Clean Harbors at the time Clean Harbors takes possession of and removes waste materials from the place of transfer, or at the time Clean Harbors accepts delivery of the waste materials at its TSD facility, whichever is applicable.

4.2 Waste materials which are discovered to be non-conforming may be rejected by Clean Harbors. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with

Customer. Waste materials shall be considered non-conforming for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; or (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile, and such constituents, characteristics or properties increase the cost to Clean Harbors or increase the risk of hazard to human health or the environment from the handling, transportation, storage or disposal of such materials; or (3) the designated disposal facility is not designed or permitted to dispose of waste materials with such undisclosed constituents, characteristics or properties.

4.3 Waste materials discovered by Clean Harbors to be non-conforming, if in Clean Harbors, possession, shall be prepared for lawful transportation by Clean Harbors and returned to Customer within a reasonable time after rejection by Clean Harbors, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. Customer shall pay Clean Harbors at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials.

Article 5. Price and Payment Terms

5.1 The price and payment terms are set forth in the MMCAP Agreement In the event of a change in Customer's financial condition, Clean Harbors reserves the right to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so.

5.2 In the event Customer terminates this Agreement prior to the completion of Services, then Customer shall pay Clean Harbors for Services satisfactorily performed through the date of termination, plus reasonable demobilization charges. Customer shall at all times be responsible for the payment of Clean Harbors, invoices.

5.3 Payment terms shall be net thirty (30) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than thirty (30) days. Customer shall be responsible for all costs (including costs incurred in any bankruptcy or insolvency proceeding) incurred by Clean Harbors to collect any payments due under this Agreement, including reasonable attorneys' fees.

Article 6. Clean Harbors Warranties

6.1 Clean Harbors shall provide all supervision, labor, materials, tools, equipment and subcontracted items for the performance of the Services.

6.2 Clean Harbors shall take necessary precautions for the safety of its employees, and shall comply with applicable provisions of the Occupational Safety and Health Act. It is understood and agreed, however, that Clean Harbors shall not be responsible for the elimination or abatement of safety hazards created by or otherwise resulting from work being performed by Customer's employees, its other contractors or agents.

6.3 Clean Harbors represents that it holds all necessary permits and licenses required for the performance of the Services.

6.4 Clean Harbors shall provide the Services in compliance with applicable federal and state environmental laws and regulations.

Article 7. Customer Warranties

7.1 Customer shall provide full and complete information regarding its requirements for the Services. Customer shall furnish complete information regarding the work site, surface and subsurface conditions, access, utility locations, site boundaries, and other reports, documents or information that may be reasonably requested by Clean Harbors.

Customer shall communicate to Clean Harbors all special hazards or risks known to the Customer that are related to the performance of the Services pursuant to this Agreement.

7.2 Customer shall designate a representative who shall be fully acquainted with the Services to be provided hereunder and who shall be authorized to approve changes in the Scope of Work or budget, render decisions promptly and furnish information expeditiously to Clean Harbors.

7.3 Customer shall be responsible for repairs to all property, structures, roadways and rights-of-way resulting from Clean Harbors' reasonable use thereof.

7.4 Customer warrants that it is under no legal restraint or order which would prohibit the performance of the Services by Clean Harbors. Customer represents and warrants that it has the requisite legal right, title, or interests necessary to provide control over and access to the premises where the Services are to be performed. Customer warrants that the Services to be provided under this Agreement will not violate any judicial or administrative order or any ruling of any governmental agency of which Customer has knowledge.

7.5 Customer warrants that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials to be transferred to Clean Harbors will conform to such description; that containers of waste materials transferred to Clean Harbors will be marked, labeled and otherwise conform with all applicable federal, state and local laws, regulations, by-laws or ordinances; that it holds clear title to all waste materials to be transferred hereunder; that it is under no legal restraint or order which would prohibit transfer of possession or title to such materials to Clean Harbors for transportation and disposal; and that it has communicated and will communicate to Clean Harbors during the term hereof those hazards known by the Customer to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.

Article 8. Indemnification

8.1 Clean Harbors agrees to indemnify, save harmless and defend the Customer and their respective directors, officers, employees, agents and assigns from and against 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 Customer may hereafter incur, become responsible for 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 to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement or the MMCAP Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

8.2 Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

Article 9. Changes in Work and Amendments

9.1 Customer agrees to pay Clean Harbors at the rates set forth in this Agreement (or if no rates are set forth, at Clean Harbors' then published rates) for any changes in the Services requested by Customer, regardless of whether such request by Customer is verbal or in writing.

9.2 If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affect the rights or obligations of Customer or Clean Harbors under this Agreement, or the applicability of any taxes or fees, or the cost or method of handling waste materials, Customer and Clean Harbors shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached, Customer or Clean Harbors shall have the right to terminate this Agreement immediately upon written notice to the other party.

9.3 Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the parties who executed and approved the original agreement.

Article 10. Work on Customer's Premises

Customer agrees to provide to Clean Harbors, its employees and its subcontractors a safe working environment for any work which must be undertaken on premises owned or controlled by the Customer. Customer agrees to disclose to Clean Harbors, its employees and its subcontractors all known or suspected hazards associated with the performance of the work.

Article 11. Inspections

Customer shall have the right, at its own expense, to inspect all written licenses, permits or approvals issued by any government entity or agency to Clean Harbors that are applicable to the performance of this Agreement; to inspect and test, at its own expense, transportation vehicles, vessels, containers or disposal facilities operated by Clean Harbors; and to inspect, at its own expense, the handling, loading, transportation, storage or disposal operations conducted by Clean Harbors in the performance of this Agreement.

Article 12. Excuse of Performance

The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

Article 13. Notice

Any notice to be given under this Agreement shall be in writing and delivered to the address listed below:

Customer:

Clean Harbors: Clean Harbors Environmental Services, Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149
Attn: General Counsel (Urgent Contract Matter)

Article 14. Additional Provisions

14.1 Limitation of Liability – Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to loss of use and lost profits.

14.2 Latent or Subsurface Conditions – In the event subsurface or latent conditions at the work site materially differ from those indicated in the contract documents or if the latent or subsurface physical conditions are of an unusual nature not ordinarily found to exist in environmental service activities identified in the contract documents, Clean Harbors shall be entitled to an equitable adjustment of the Agreement price and time.

14.3 Pre-existing Contamination – Customer agrees that Clean Harbors shall not be responsible or liable for pre-existing contamination at any job location.

14.4 Independent Contractor – Clean Harbors is and shall be an independent contractor in the performance of the Services covered by this Agreement.

14.5 Waiver – Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

14.6 Severability – If any section, subsection, sentence or clause of this Agreement shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of other sections of this Agreement.

14.7 Entire Agreement – This Agreement and any Exhibits to this Agreement represent the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties concerning the Services. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. Any modifications to this Agreement shall be in writing and shall be signed by Customer and Clean Harbors.

14.8 Survival – The provisions contained in Articles 6, 7 and 8 shall survive and remain in effect following the termination of this Agreement.

14.9 Law to Apply – The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the state in which the work is located.

14.10 Counterparts – This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

14.11 Assignment – Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party (which will not be unreasonably withheld) and a fully executed assignment agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CUSTOMER	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
By:_____	By:_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

WASTE MATERIAL PROFILE SHEET

MMS14036
Attachment B

Clean Harbors Profile No. CH_____

A. GENERAL INFORMATION

GENERATOR EPA ID #/REGISTRATION #
GENERATOR NAME:
GENERATOR CODE (Assigned by Clean Harbors)
CITY
STATE/PROVINCE
ZIP/POSTAL CODE
ADDRESS
PHONE:
CUSTOMER CODE (Assigned by Clean Harbors)
CUSTOMER NAME:
ADDRESS
CITY
STATE/PROVINCE
ZIP/POSTAL CODE

B. WASTE DESCRIPTION

WASTE DESCRIPTION:
PROCESS GENERATING WASTE:
IS THIS WASTE CONTAINED IN SMALL PACKAGING CONTAINED WITHIN A LARGER SHIPPING CONTAINER ?

C. PHYSICAL PROPERTIES (at 25C or 77F)

PHYSICAL STATE
- SOLID WITHOUT FREE LIQUID
- POWDER
- MONOLITHIC SOLID
- LIQUID WITH NO SOLIDS
- LIQUID/SOLID MIXTURE
  - % FREE LIQUID _____
  - % SETTLED SOLID _____
  - % TOTAL SUSPENDED SOLID _____
- SLUDGE
- GAS/AEROSOL

NUMBER OF PHASES/LAYERS
1 2 3
% BY VOLUME (Approx.)
TOP _____
MIDDLE _____
BOTTOM _____

VISCOSITY (If liquid present)
- 1 - 100 (e.g. Water)
- 101 - 500 (e.g. Motor Oil)
- 501 - 10,000 (e.g. Molasses)
- > 10,000

COLOR _____

ODOR
- NONE
- MILD
- STRONG

Describe: _____

BOILING POINT °F (°C)
- <= 95 (<=35)
- 95 - 100 (35-38)
- 101 - 129 (38-54)
- >= 130 (>54)

MELTING POINT °F (°C)
- < 140 (<60)
- 140-200 (60-93)
- > 200 (>93)

TOTAL ORGANIC CARBON
- <= 1%
- 1-9%
- >= 10%

FLASH POINT °F (°C)
- < 73 (<23)
- 73 - 100 (23-38)
- 101 -140 (38-60)
- 141 -200 (60-93)
- > 200 (>93)

pH
- <= 2
- 2.1 - 6.9
- 7 (Neutral)
- 7.1 - 12.4
- >= 12.5

SPECIFIC GRAVITY
- < 0.8 (e.g. Gasoline)
- 0.8-1.0 (e.g. Ethanol)
- 1.0 (e.g. Water)
- 1.0-1.2 (e.g. Antifreeze)
- > 1.2 (e.g. Methylene Chloride)

ASH
- < 0.1
- 0.1 - 1.0
- 1.1 - 5.0
- 5.1 - 20.0
- > 20
- Unknown

BTU/LB (MJ/kg)
- < 2,000 (<4.6)
- 2,000-5,000 (4.6-11.6)
- 5,000-10,000 (11.6-23.2)
- > 10,000 (>23.2)

Actual _____

D. COMPOSITION (List the complete composition of the waste, include any inert components and/or debris. Ranges for individual components are acceptable. If a trade name is used, please supply an MSDS. Please do not use abbreviations.)

CHEMICAL	MIN	--	MAX	UOM
		--		
		--		

DOES THIS WASTE CONTAIN ANY HEAVY GAUGE METAL DEBRIS OR OTHER LARGE OBJECTS (EX., METAL PLATE OR PIPING >1/4" THICK OR >12" LONG, METAL REINFORCED HOSE >12" LONG, METAL WIRE >12" LONG, METAL VALVES, PIPE FITTINGS, CONCRETE REINFORCING BAR OR PIECES OF CONCRETE >3")? YES NO

If yes, describe, including dimensions.

DOES THIS WASTE CONTAIN ANY METALS IN POWDERED OR OTHER FINELY DIVIDED FORM? YES NO

DOES THIS WASTE CONTAIN OR HAS IT CONTACTED ANY OF THE FOLLOWING: ANIMAL WASTES, HUMAN BLOOD, BLOOD PRODUCTS, BODY FLUIDS, MICROBIOLOGICAL WASTE, PATHOLOGICAL WASTE, HUMAN OR ANIMAL DERIVED SERUMS OR PROTEINS OR ANY OTHER POTENTIALLY INFECTIOUS MATERIAL? YES NO

I acknowledge that this waste material is neither infectious nor does it contain any organism known to be a threat to human health. This certification is based on my knowledge of the material. Select the answer below that applies.

The waste was never exposed to potentially infectious material. YES NO

Chemical disinfection or some other form of sterilization has been applied to the waste. YES NO

I ACKNOWLEDGE THAT THIS PROFILE MEETS THE CLEAN HARBORS BATTERY PACKAGING REQUIREMENTS. YES NO

I ACKNOWLEDGE THAT MY FRIABLE ASBESTOS WASTE IS DOUBLE BAGGED AND WETTED. YES NO

SPECIFY THE SOURCE CODE ASSOCIATED WITH THE WASTE: _____ SPECIFY THE FORM CODE ASSOCIATED WITH THE WASTE: _____

E. CONSTITUENTS

Are these values based on testing or knowledge? ☐ Knowledge ☐ Testing

If based on knowledge, please describe in detail, the rationale applied to identify and characterize the waste material. Please include reference to Material Safety Data Sheets (MSDS) when applicable. Include the chemical or trade-name represented by the MSDS, and or detailed process or operating procedures which generate the waste.

Please indicate which constituents below apply. Concentrations must be entered when applicable to assist in accurate review and expedited approval of your waste profile. Please note that the total regulated metals and other constituents sections require answers.

RCRA	REGULATED METALS	REGULATORY LEVEL (mg/l)	TCLP mg/l	TOTAL	UOM	NOT APPLICABLE
D004	ARSENIC	5.0				☐
D005	BARIUM	100.0				☐
D006	CADMIUM	1.0				☐
D007	CHROMIUM	5.0				☐
D008	LEAD	5.0				☐
D009	MERCURY	0.2				☐
D010	SELENIUM	1.0				☐
D011	SILVER	5.0				☐
	VOLATILE COMPOUNDS					
D018	BENZENE	0.5				☐
D019	CARBON TETRACHLORIDE	0.5				☐
D021	CHLOROBENZENE	100.0				☐
D022	CHLOROFORM	6.0				☐
D028	1,2-DICHLOROETHANE	0.5				☐
D029	1,1-DICHLOROETHYLENE	0.7				☐
D035	METHYL ETHYL KETONE	200.0				☐
D039	TETRACHLOROETHYLENE	0.7				☐
D040	TRICHLOROETHYLENE	0.5				☐
D043	VINYL CHLORIDE	0.2				☐
	SEMI-VOLATILE COMPOUNDS					
D023	o-CRESOL	200.0				☐
D024	m-CRESOL	200.0				☐
D025	p-CRESOL	200.0				☐
D026	CRESOL (TOTAL)	200.0				☐
D027	1,4-DICHLOROBENZENE	7.5				☐
D030	2,4-DINITROTOLUENE	0.13				☐
D032	HEXACHLOROBENZENE	0.13				☐
D033	HEXACHLOROBUTADIENE	0.5				☐
D034	HEXACHLOROETHANE	3.0				☐
D036	NITROBENZENE	2.0				☐
D037	PENTACHLOROPHENOL	100.0				☐
D038	PYRIDINE	5.0				☐
D041	2,4,5-TRICHLOROPHENOL	400.0				☐
D042	2,4,6-TRICHLOROPHENOL	2.0				☐
	PESTICIDES AND HERBICIDES					
D012	ENDRIN	0.02				☐
D013	LINDANE	0.4				☐
D014	METHOXYCHLOR	10.0				☐
D015	TOXAPHENE	0.5				☐
D016	2,4-D	10.0				☐
D017	2,4,5-TP (SILVEX)	1.0				☐
D020	CHLORDANE	0.03				☐
D031	HEPTACHLOR (AND ITS EPOXIDE)	0.008				☐

OTHER CONSTITUENTS	MAX	UOM	NOT APPLICABLE
BROMINE			☐
CHLORINE			☐
FLUORINE			☐
IODINE			☐
SULFUR			☐
POTASSIUM			☐
SODIUM			☐
AMMONIA			☐
CYANIDE AMENABLE			☐
CYANIDE REACTIVE			☐
CYANIDE TOTAL			☐
SULFIDE REACTIVE			☐

HOCs

☐ NONE
☐ < 1000 PPM
☐ >= 1000 PPM

PCBs

☐ NONE
☐ < 50 PPM
☐ >=50 PPM

IF PCBS ARE PRESENT, IS THE WASTE REGULATED BY TSCA 40 CFR 761?

☐ YES ☐ NO

ADDITIONAL HAZARDS

DOES THIS WASTE HAVE ANY UNDISCLOSED HAZARDS OR PRIOR INCIDENTS ASSOCIATED WITH IT, WHICH COULD AFFECT THE WAY IT SHOULD BE HANDLED?

☐ YES ☐ NO (If yes, explain)

CHOOSE ALL THAT APPLY

☐ DEA REGULATED SUBSTANCES	☐ EXPLOSIVE	☐ FUMING	☐ OSHA REGULATED CARCINOGENS
☐ POLYMERIZABLE	☐ RADIOACTIVE	☐ REACTIVE MATERIAL	☐ NONE OF THE ABOVE

F. REGULATORY STATUS

YES NO USEPA HAZARDOUS WASTE?

YES NO DO ANY STATE WASTE CODES APPLY?

Texas Waste Code

YES NO DO ANY CANADIAN PROVINCIAL WASTE CODES APPLY?

YES NO IS THIS WASTE PROHIBITED FROM LAND DISPOSAL WITHOUT FURTHER TREATMENT PER 40 CFR PART 268?

LDR CATEGORY:
VARIANCE INFO:

YES NO IS THIS A UNIVERSAL WASTE?

YES NO IS THE GENERATOR OF THE WASTE CLASSIFIED AS CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG)?

YES NO IS THIS MATERIAL GOING TO BE MANAGED AS A RCRA EXEMPT COMMERCIAL PRODUCT, WHICH IS FUEL (40 CFR 261.2 (C)(2)(III))?

YES NO DOES TREATMENT OF THIS WASTE GENERATE A F006 OR F019 SLUDGE?

YES NO IS THIS WASTE STREAM SUBJECT TO THE INORGANIC METAL BEARING WASTE PROHIBITION FOUND AT 40 CFR 268.3(C)?

YES NO DOES THIS WASTE CONTAIN VOC'S IN CONCENTRATIONS >=500 PPM?

YES NO DOES THE WASTE CONTAIN GREATER THAN 20% OF ORGANIC CONSTITUENTS WITH A VAPOR PRESSURE >= .3KPA (044 PSIA)?

YES NO DOES THIS WASTE CONTAIN AN ORGANIC CONSTITUENT WHICH IN ITS PURE FORM HAS A VAPOR PRESSURE > 77 KPA (11.2 PSIA)?

YES NO IS THIS CERCLA REGULATED (SUPERFUND) WASTE ?

YES NO IS THE WASTE SUBJECT TO ONE OF THE FOLLOWING NESHAP RULES?

Hazardous Organic NESHAP (HON) rule (subpart G) Pharmaceuticals production (subpart GGG)

YES NO IF THIS IS A US EPA HAZARDOUS WASTE, DOES THIS WASTE STREAM CONTAIN BENZENE?

YES NO Does the waste stream come from a facility with one of the SIC codes listed under benzene NESHAP or is this waste regulated under the benzene NESHAP rules because the original source of the waste is from a chemical manufacturing, coke by-product recovery, or petroleum refinery process?

YES NO Is the generating source of this waste stream a facility with Total Annual Benzene (TAB) >10 Mg/year?

What is the TAB quantity for your facility? Megagram/year (1 Mg = 2,200 lbs)

The basis for this determination is: Knowledge of the Waste Or Test Data Knowledge Testing

Describe the knowledge :

G. DOT/TDG INFORMATION

DOT/TDG PROPER SHIPPING NAME:

H. TRANSPORTATION REQUIREMENTS

ESTIMATED SHIPMENT FREQUENCY ONE TIME WEEKLY MONTHLY QUARTERLY YEARLY OTHER

CONTAINERIZED

___ CONTAINERS/SHIPMENT

STORAGE CAPACITY: _____
CONTAINER TYPE:

CUBIC YARD BOX PALLET
TOTE TANK DRUM
OTHER: DRUM SIZE: _____

BULK LIQUID

GALLONS/SHIPMENT: _____ GAL

BULK SOLID

SHIPMENT UOM TON YARD

TONS/YARDS/SHIPMENT: _____

I. SPECIAL REQUEST

COMMENTS OR REQUESTS

GENERATOR'S CERTIFICATION

I hereby certify that all information submitted in this and attached documents is correct to the best of my knowledge. I also certify that any samples submitted are representative of the actual waste. If Clean Harbors discovers a discrepancy during the approval process, Generator grants Clean Harbors the authority to amend the profile, as Clean Harbors deems necessary, to reflect the discrepancy.

AUTHORIZED SIGNATURE	NAME (PRINT)	TITLE	DATE
_____	_____	_____	_____

Attachment C

PRICING

VOLUME TIERS DEFINED

Vendor offers three different pricing schedules that will allow for discounts based upon the overall spend by each MMCAP Member or aggregated Member. These discounts provide MMCAP Members with the opportunity to aggregate total purchases from multiple locations into a single Tier, and receive the appropriate savings.

Volume Tier	Total Services Purchased ($ per calendar year)
Tier 1	<$25,000
Tier 2	$25,000 - $69,999
Tier 3	$70,000+

PRICING A BBREVIATIONS

ABBREVIATION	DEFINITION/EXPLANATION
WCC	Waste Classification Code
UOM	Unit of Measure
CBC	Case-by-Case (will be quoted as needed)
55DM	Price per 55-gallon drum
5DM	Price per 5-gallon drum
LB	Price per pound
CYLE	Price per lecture-size cylinder

HAZARDOUS AND NON-HAZARDOUS WASTE DISPOSAL

Transportation is not included in the disposal pricing below and will be quoted separately on an individual basis to each MMCAP Member that wishes to utilize the Contract. Additional pricing information including assumptions and minimum charges are listed in the General Pricing Conditions.

Pricing for disposal of waste streams not otherwise listed herein will be quoted separately to the applicable MMCAP Member, case-by-case.

Pharmaceutical Waste Disposal Pricing

WCC	Waste Description	UOM	Tier 1	Tier 2	Tier 3
RXHZ	RCRA/Universal Waste pharmaceuticals	55DM	$240.45	$217.00	$211.00
RXHZ/RXNH mixed	RCRA and Universal Waste pharmaceuticals	55DM	$200.55	$181.00	$176.00
RXNH	Non RCRA pharmaceuticals	55DM	$186.90	$169.00	$164.00
D20A	Potentially Infectious RCRA Waste	55DM	$313.95	$283.00	$275.00

Disposal Pricing for Other Waste Streams

WCC	Waste Description	UOM	Tier 1	Tier 2	Tier 3
A22K	LOW BTU ORGANIC LIQUID	55DM	$186.90	$169.00	$164.00
A31	SPECIFICATION OILS	55DM	$67.20	$61.00	$59.00
A32	SPECIFICATION OIL & WATER	55DM	$100.80	$91.00	$88.00
A40	ORGANIC LIQUID WITH HALOGENS	55DM	$234.15	$211.00	$205.00
AA20	2-PROPANOL (IPA)	55DM	CBC	CBC	CBC
AA21	ETHANOL	55DM	CBC	CBC	CBC
AA22	METHYL ALCOHOL	55DM	CBC	CBC	CBC
AA23	XYLENE	55DM	CBC	CBC	CBC
AA25	ACETONE FOR RECLAMATION	55DM	CBC	CBC	CBC
B26A	ACIDIC WASTEWATER WITH LOW METALS	55DM	$180.60	$163.00	$158.00
B26B	ALKALINE WASTEWATER WITH LOW METALS	55DM	$180.60	$163.00	$158.00
CCRK	SOLIDS FOR INCINERATION	55DM	$434.70	$392.00	$380.00
CCRN	NON-HAZ WASTE FOR INCINERATION	55DM	$223.65	$201.00	$196.00
CCRX	Non Infectious sharps	55DM	$313.95	$283.00	$275.00
CCS	CHARACTERISTIC SOLIDS/SEMI SOLIDS FOR STABILIZATION	55DM	$234.15	$211.00	$205.00
CFL1	MERCURY BULBS FOR RECLAMATION	LBS	$1.76	$1.59	$1.55

CFL2	MISC. MERCURY BULBS FOR RECLAIM	LBS	$8.06	$7.27	$7.07
CFL4	MISC. MERCURY BULBS FOR RECLAIM	LBS	[illegible]	[illegible]	[illegible]
CFL5	LOW PRESSURE SODIUM LAMPS FOR RECLAIM	LBS	$8.39	$7.56	$7.35
CFL6	UV LAMPS FOR RECLAIM	LBS	[illegible]	[illegible]	[illegible]
CHBD	PCB BALLASTS >50PPM FOR RECLAIM	LBS	$1.29	$1.17	$1.14
CHBI	PCB BALLASTS FOR INCINERATION	LBS	[illegible]	[illegible]	[illegible]
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	LBS	$0.66	$0.60	$0.58
CHCI	CAPACITOR FOR INCINERATION	LBS	[illegible]	[illegible]	[illegible]
CHG	MERCURY SOLIDS >260ppm AND ELEMENTAL MERCURY FOR POUR OFF	05DF	$321.30	$289.00	$281.00
CHG-2	METALLIC MERCURY FOR RETORT	[illegible]	[illegible]	[illegible]	[illegible]
CNIA	ASBESTOS WASTE	55DM	$160.65	$145.00	$141.00
CNO	NON HAZARDOUS SOLID	[illegible]	[illegible]	[illegible]	[illegible]
CNOS	NON HAZARDOUS SEMI-SOLIDS	55DM	$158.55	$143.00	$139.00
D20	MEDICAL WASTE	[illegible]	[illegible]	[illegible]	[illegible]
D20R	NON-INFECTIOUS PATHOLOGICAL WASTE	55DM	$287.70	$259.00	$252.00
D20T	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
D23	EMPTY DRUMS	55DM	$47.25	$43.00	$42.00
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
FB1	LIQUID FOR FUEL	55DM	$67.20	$61.00	$59.00
FB2	LIQUID FUEL WITH SOLIDS	[illegible]	[illegible]	[illegible]	[illegible]
FB3	SEMI-LIQUID FOR FUEL	55DM	$160.65	$145.00	$141.00
FB4	ORGANIC SOLID FOR FUEL	[illegible]	[illegible]	[illegible]	[illegible]
FB5	SOLID FUEL NOT PROCESSABLE (DEBRIS)	55DM	$267.75	$241.00	$234.00
LAT-A	ACID/ACID COMPATIBLE MATERIAL SUITABLE FOR AQUEOUS TREATMENT	[illegible]	[illegible]	[illegible]	[illegible]
LAT-B	ALKALINE/ALKALINE COMPATIBLE MTRL SUITABLE FOR AQUEOUS TRTMT	55DM	$254.10	$229.00	$223.00
LAT-C	ORGANIC MATERIAL SUITABLE FOR AQUEOUS TREATMENT	[illegible]	[illegible]	[illegible]	[illegible]
LAT-O	OXIDIZING MATERIAL SUITABLE FOR AQUEOUS TREATMENT	55DM	$254.10	$229.00	$223.00
LBD	MIXED BATTERIES FOR RECLAMATION	LBS	[illegible]	[illegible]	[illegible]
LBD1	ALKALINE BATTERIES FOR RECLAMATION	LBS	$1.29	$1.17	$1.14
LBD2	NI-CAD BATTERIES, WET OR DRY FOR RECLAMATION	LBS	[illegible]	[illegible]	[illegible]
LBD3	NICKEL METAL HYDRIDE BATTERIES FOR RECLAMATION	LBS	$0.54	$0.49	$0.47
LBD4	OTHER NICKEL CONTAINING	[illegible]	[illegible]	[illegible]	[illegible]
LBD5	MAGNESIUM BATTERIES FOR RECLAMATION	LBS	$2.32	$2.09	$2.03

LBLA	LAB PACK ACID BATTERIES FOR RECLAIM AT NOVA PB	LBS	$0.79	$0.71	$0.69
LBLA2	Lab packed lead acid battery for reclaim within U.S.	LBS	$0.80	$0.71	$0.69
LCCRA	LABPACK ACID/ACID COMPATIBLE MATERIAL SUITED FOR INCIN	55DM	$301.35	$271.00	$264.00
LCCRB	ALKALINE/ALKALINE COMPAT MATERIAL SUITABLE FOR INCINERATION	55DM	$301.35	$271.00	$264.00
LCCRC	ORGANIC MATERIAL SUITABLE FOR INCINERATION	55DM	$301.35	$271.00	$264.00
LCCRD	FLAMMABLE MATERIAL SUITABLE FOR INCINERATION	55DM	$301.35	$271.00	$264.00
LCCRI	Lab Packed, Material required to be packaged alone	55DM	$301.35	$271.00	$264.00
LCCRN	LAB PACKS FOR NONHAZARDOUS INCINERATION	55DM	$234.15	$211.00	$205.00
LCCRO	OXIDIZING MATERIAL SUITABLE FOR INCINERATION	55DM	$301.35	$271.00	$264.00
LCCRQ	LAB PACKED AEROSOLS FOR INCINERATION	55DM	$301.35	$271.00	$264.00
LCCRS	SCINTILLATION VIALS FOR INCINERATION	55DM	$301.35	$271.00	$264.00
LCCRU	UNKNOWNS(IDENTIFIED BY FINGERPRINT ANALYSIS)FOR INCINERATION	5DM	$200.55	$181.00	$176.00
LCCRX	Non Infectious sharps for Incineration	55DM	$301.35	$271.00	$264.00
LCHG1	MERCURY FOR STABILIZATION	05DM	$601.65	$542.00	$527.00
LCHG2	MERCURY LAB PACKS FOR RETORT	05DM	$601.65	$542.00	$527.00
LCHG3	MERCURY BATTERIES	05DM	$601.65	$542.00	$527.00
LCHG4	MERCURY SALTS AND SOLUTIONS FOR RETORT	05DM	$601.65	$542.00	$527.00
LCY1	Cylinder	CYLE	$67.20	$61.00	$59.00
LCY2	Cylinder	CYLE	$200.55	$181.00	$176.00
LCY3	Cylinder	CYLE	$467.25	$422.00	$410.00
LCY4	Cylinder	CYLE	$378.00	$341.00	$332.00
LCY5	Cylinder	CYLE	$378.00	$341.00	$332.00
LCY6	Cylinder	CYLE	$467.25	$422.00	$410.00
LCY7	Cylinder	CYLE	$961.80	$867.00	$842.00
LCY8	Cylinder	CYLE	$1,099.35	$991.00	$962.00
LCY9	Cylinder	CYLE	$1,303.05	$1,174.00	$1,141.00
LCY10	HIGHLY REACTIVE OR TOXIC CYLINDERS FOR INCINERATION	CYLE	CBC	CBC	CBC
LCY11	UNKNOWN GAS CYLINDER	CYLE	CBC	CBC	CBC
LCYMT	Cylinder empty and de-valved	CYLE	$67.20	$61.00	$59.00
LFB1	LAB PACKS FOR FUELS BLENDING	55DM	$200.55	$181.00	$176.00
LFB3	LABPACKED LATEX & ALKYD PAINT FOR RECYCLING	55DM	$301.35	$271.00	$264.00
LFB4	LABPACKED SPECIAL PAINT FOR RECYCLING	55DM	$301.35	$271.00	$264.00
LLF	LABPACK FOR LAND FILL	55DM	$166.95	$151.00	$147.00
LPTN	PAINTS AND PAINT RELATED MATERIAL NOT SUITABLE FOR	55DM	$428.40	$386.00	$375.00

	PROCESSIN				
LPTP	PAINTS AND PAINT RELATED MATERIAL SUITABLE FOR PROCESSING	55DM	$301.35	$271.00	$264.00
LRCTA	Labpack Reactive Acid & Acid Compatibles For Incineration	LBS	$4.67	$4.22	$4.10
LRCTB	Labpack Reactive Basic & Basic Compatibles For Incineration	LBS	$4.67	[illegible]	[illegible]
LRCTC	Labpack Reactive Organics For Incineration	LBS	$4.67	$4.22	$4.10
LRCTD	Labpack Reactive Flammables For Incineration	LBS	$4.67	[illegible]	[illegible]
LRCTO	Labpack Reactive Oxidizers For Incineration	LBS	$4.67	$4.22	$4.10
LRCTQ	Labpack Reactive Compressed Gas Cartridge For Incineration	LBS	$4.67	[illegible]	[illegible]

LABOR AND EQUIPMENT RATES

Pricing for additional labor and equipment otherwise listed herein will be quoted separately to the applicable MMCAP member, case-by-case.

Item Code	Item Description	UOM	Tier 1	Tier 2	Tier 3
SCE	Lead Chemist	HR	$73.50	$67.00	$65.00
SCEOT	Lead Chemist Overtime	HR	$110.25	$100.50	$97.50
SCEDT	Lead Chemist Doubletime	HR	$147.00	$134.00	$130.00
CH	Chemist	HR	$60.90	$55.00	$53.00
CHOT	Chemist Overtime	HR	$91.35	$82.50	$79.50
CHDT	Chemist Doubletime	HR	$121.80	$110.00	$106.00
PM	Project Manager	HR	$73.50	$67.00	$65.00
PMOT	Project Manager Overtime	HR	$110.25	$100.50	$97.50
PMDT	Project Manager Doubletime	HR	$147.00	$134.00	$130.00
PGM	InSite Program Manager	HR	$67.20	$61.00	$59.00
PGMOT	InSite Program Manager- overtime	HR	$100.80	$91.50	$88.50
PGMDT	InSite Program Manager- doubletime	HR	$134.40	$122.00	$118.00
AT	InSite Technician	HR	$53.55	$49.00	$47.00
ATOT	InSite Technician, Overtime	HR	$80.33	$73.50	$70.50
ATDT	InSite Technician, Doubletime	HR	$107.10	$98.00	$94.00
TKBOX10	Box Truck, 10 Wheel	DAY	$401.10	$361.00	$351.00
TKBOX10	Box Truck, 10 Wheel	HOUR	$50.14	$45.13	$43.88
TKPU	Pickup/Van/Car/Crew Cab	DAY	$191.10	$172.00	$167.00
TKPU	Pickup/Van/Car/Crew Cab	HOUR	$23.89	$21.50	$20.88
PERDIEM3	Per Diem / Subsistence	DAY	$160.65	$145.00	$141.00
Formulary Review	Formulary Review (Annual)	YEAR	$2,887.50	$2,750.00	$2,750.00

MATERIALS | SUPPLIES PRICING

Pricing for additional materials and supplies not otherwise listed herein will be quoted separately to the applicable MMCAP Member, case-by-case.

WCC	Waste Description	UOM	Tier 1	Tier 2	Tier 3
DM5COPAK	Lab pak box, 5 gal, UN 4G/X18/S HD poly liner included	EA	$11.55	$11.00	$10.00
DM10COPAK	Lab pak box, 10 gal, UN4G/X40/S HD poly liner included	EA	$11.55	$11.00	$10.00
DM20COPACK	Lab pak box, 20 gal, UN4G/Y75/S HD poly liner included	EA	$21.00	$19.00	$18.00
DM30COPAK	Lab pak box, 30GAL, un 4g/y113/s HD poly liner included	EA	$24.15	$22.00	$21.00
DM55COPAK	Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	EA	$36.70	$32.00	$31.00
DM5FIBER	5 Gal / 20 Litre Fiber Drum	EA	$21.00	$19.00	$18.00
DM10FIBER	10 Gal / 40 Litre Fiber Drum	EA	$46.20	$41.00	$40.00
DM15FIBERR	15gal fiber steel reinf, open drum w/lever lock stl or poly	EA	$13.65	$13.00	$12.00
DM16FIBER	16 Gal Fiber Drum	EA	$33.60	$30.00	$29.00
DM20FIBER	20 Gal / 80 Litre Fiber Drum	EA	$38.85	$35.00	$34.00
DM30FIBER	30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA	$58.80	$53.00	$51.00
DM30FIBERR	30 Gal / 120 Litre Fiber Drum, Recycle 1G/X56/S	EA	$39.90	$36.00	$35.00
DM55FBRNR	55gal fiber steel reinf, open drum w/lever lock stl, fiber	EA	$34.65	$31.00	$31.00
DM55FIBER	55 Gal / 205 Litre Fiber Drum 1G/Y190/S	EA	$56.70	$51.00	$50.00
DM55FIBERR	55 Gal / 205 Litre Fiber Drum, Recycled 1G/Y190/S,	EA	$56.70	$51.00	$50.00
DM55FIBRRL	55 Gal / 205 L Fiber Drum, Recon, w/Lever Lock 1G/Y160/S	EA	$42.00	$38.00	$37.00
DM5CARBOY	5 Gal / 20 Litre Poly Carboy	EA	$27.30	$25.00	$24.00
DM5CPOLY	5 Gal / 20 Litre Closed Poly Drum 1H1/Y1.8/170	EA	$33.60	$30.00	$29.00
DM5POLY	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA	$25.20	$23.00	$22.00
DM5POLYR	5 Gal / 20 Litre Poly Drum, Recycled 1H2/Y1.5/60	EA	$21.00	$19.00	$18.00
DM5POLYSP	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60 SPECIAL ORDER	EA	$49.35	$44.00	$43.00
DM15CPOLY	Drum 15 Gal / 60 Litre Poly (1H1/Y1.8/100)	EA	$66.15	$60.00	$58.00
DM15POLY	Drum 15 Gal / 60 Litre Poly (1H2/Y1.8/100)	EA	$80.85	$73.00	$71.00
DM16CPOLY	16 Gal / 70 L Closed Poly Drum	EA	$69.30	$63.00	$61.00
DM16CPOLYR	16 Gal / 70 L Closed Poly Drum, Recycled	EA	$51.45	$47.00	$45.00
DM16POLY	16 Gal / 70 L Poly Drum 1H2/Y56/S	EA	$73.50	$66.00	$64.00
DM16POLYR	16 Gal / 70 L Poly Drum, Recycled 1H2/Y56/S	EA	$73.50	$66.00	$64.00
DM20CPOLY	20 Gal / 80 Litre Closed Top Poly Drum	EA	$90.30	$81.00	$79.00
DM20POLY	20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA	$114.45	$103.00	$100.00
DM20POLYR	20 Gal / 80 Litre Poly Drum (1H2/Y56/S), Recycled	EA	$90.30	$81.00	$79.00

DM30CPOLY	30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA	$89.25	$80.00	$78.00
DM30CPOLYR	30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100, Recycled	EA	$89.25	$80.00	$78.00
DM30POLY	30 Gal / 120 Litre Poly Drum 1H2/Y142/S	EA	$95.55	$86.00	$84.00
DM30POLYR	30 Gal / 120 Litre Poly Drum, Recycled 1H2/Y142/S	EA	$95.55	$86.00	$84.00
DM55CPOLY	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150	EA	$114.45	$103.00	$100.00
DM55CPOLYR	55 Gal / 205 Litre Closed Poly Drum 1H1/Y1.8/150, Recycled	EA	$111.30	$101.00	$98.00
DM55POLY	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA	$108.15	$98.00	$95.00
DM55POLYN	55 Gal / 205 Litre Poly Drum 1H2/Y237/S	EA	$108.15	$98.00	$95.00
DM55POLYR	55 Gal / 205L Poly Drum, Recycled 1H2/Y237/S	EA	$108.15	$98.00	$95.00
DM95POLY	95 Gal Poly Drum 1H2/Y318/S (Overpack)	EA	$317.10	$286.00	$278.00
DM95POLYR	95 Gal Poly Drum, Recycled 1H2/Y318/S (Overpack)	EA	$315.00	$284.00	$276.00
DM5CSTL	5 Gal / 20 Litre Closed Steel Drum 1A1/Y1.8/300	EA	$38.85	$35.00	$34.00
DM5STL	5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA	$38.85	$35.00	$34.00
DM5XSTL	5 Gal / 20 Litre Steel Drum, X rated, 1A2/X1.8/100	EA	$34.65	$31.00	$30.00
DM5XSTLR	5 Gal / 20 Litre Steel Drum, X rated, Recycled, 1A2/X1.8/100	EA	$19.95	$18.00	$17.00
DM5.5STL	5.5 Gal / 20 L Steel Drum 1A2/Y23/S	EA	$25.20	$23.00	$22.00
DM10XSTL	10 Gal / 40 Litre Steel Drum, X-rated, (1A2/X150/S)	EA	$93.45	$84.00	$82.00
DM15STLN	15 gallon steel open top new	EA	$96.60	$87.00	$85.00
DM16CSTL	16 Gal / 70 L Closed Top Steel Drum	EA	$136.50	$123.00	$120.00
DM16STL	16 Gal / 70 L Steel Drum, Reconditioned	EA	$110.25	$100.00	$97.00
DM16STLN	16 gallon steel open top new drum	EA	$110.25	$100.00	$97.00
DM20STL	20 Gal / 80 Litre Steel Drum	EA	$136.50	$123.00	$120.00
DM30CSTL	30 Gal / 120 Litre Closed Steel Drum, Reconed 1A1/Y1.4/100	EA	$101.85	$92.00	$89.00
DM30CSTLN	30 Gal / 120 Litre Closed Steel Drum, New 1A2/Y1.6/200	EA	$107.10	$97.00	$94.00
DM30STL	30 Gal / 120 Litre Steel Drum, Reconditioned 1A2/Y1.2/100	EA	$91.35	$82.00	$80.00
DM30STLN	30 Gal / 120 Litre Steel Drum, New 1A2/Y1.4/100	EA	$126.00	$114.00	$111.00
DM30STLR	30 Gal / 120 Litre Steel Drum, Recycled 1A2/Y1.2/100	EA	$86.15	$80.00	$78.00
DM30XSTL	30 Gal / 120 Litre Steel Drum, X rated, 1A2/X1.2/100	EA	$122.85	$111.00	$108.00
DM30XSTLR	30 gal / 120 L Steel Drum, X rated, Recycled 1A2/X1.2/100	EA	$84.00	$76.00	$74.00
DM55CSTL	55 G / 205 L Closed Steel Drum, Recon 1A1/Y1.4/100 (17-E)	EA	$50.40	$45.00	$44.00
DM55CSTLN	55 Gal / 205 Litre Closed Steel Drum, New 1A1/Y1.8/300	EA	$110.25	$100.00	$97.00
DM55LINED	55 Gal/205 Litre Steel Drum Poly Line 6HA1/X1.5/280 (6D/37M)	EA	$213.15	$192.00	$186.00
DM55SSTL	55 Gal / 205 L Stainless Steel Drum, Reconditioned	EA	$286.65	$258.00	$251.00

DM55STL	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA	$65.10	$58.00	$57.00
DM55STLHG	55 Gal / 205 Litre Steel Drum Heavy Gauge 1A2/1.5/100 (17-C)	EA	$156.45	$141.00	$137.00
DM55STLN	55 Gal / 205 Litre Steel Drum, New 1A2/Y1.5/100	EA	$124.95	$113.00	$110.00
DM55STLR	55 Gal / 205 Litre Steel Drum, Recycled (1A2/X1.2/100)	EA	$65.10	$58.00	$57.00
DM55XSTL	55 Gal / 205 Litre Steel Drum, X rated (1A2/X1.2/100)	EA	$131.25	$118.00	$115.00
DM55XSTLR	55 G / 205 L Steel Drum, X rated, Recycled (1A2/X1.2/100)	EA	$78.75	$71.00	$69.00
DM85STL	85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA	$206.85	$187.00	$181.00
DM85STLN	85 Gal / 320 Litre Steel Drum, New 1A2/X400/S	EA	$261.45	$236.00	$229.00
DM85STLR	85 Gal / 320 Litre Steel Drum, Recycled 1A2/X400/S	EA	$221.55	$200.00	$194.00
DM110STL	110 Gal Steel Drum, Reconditioned 1A2/Y400S	EA	$516.60	$466.00	$453.00
DM110STLN	110 Gal Steel Drum, New 1A2/Y400S	EA	$570.15	$514.00	$499.00
DM5BXPBI	1L Capacity/PBI Box (4G Type)	EA	$81.90	$74.00	$72.00
DM5BX4G	5 G/20L Capacity Combo/PBI box (4G Type)	EA	$97.65	$88.00	$86.00
DMBONANZA	1 cubic yard Bonanza Fbin	EA	$246.75	$222.00	$216.00
DMFLEXBN	1 Cubic Yard Flexbin 11G/Y/2022/1122	EA	$175.35	$158.00	$154.00
DMFLEXBNM	Cubic Meter Box, 2000#, 41in x 41in x 37in, 11G/X/M-Y	EA	$206.85	$187.00	$181.00
DMFLEXBNR	1 Cubic Yard Flexbin, Recycled 11G/Y/2022/1122	EA	$175.35	$158.00	$154.00
DM6BXWD	5 Gal / 20 Litre capacity wooden box 4C1/X30/S/97	EA	$100.80	$90.00	$88.00
DMPALDOT	DOT Rated Heavy Duty Pallet	EA	$29.40	$26.00	$25.00

PHARMACEUTICAL COLLECTION CONTAINERS AND TROLLEYS

WCC	Waste Description	UOM	Tier 12	Tier 2	Tier 3
DM1QTSHARP	1 quart Rx container	EA	$8.40	$7.00	$7.00
DM2SHARP	2 Gallon Rx Container	EA	$22.05	$20.00	$19.00
DM8SHARP	8 Gallon Rx Container	EA	$22.05	$20.00	$20.00
DM9SHARP	9 Gallon Rx Container	EA	$21.00	$19.00	$18.00
DM12SHARP	12 Gallon Rx Container	EA	$31.50	$29.00	$28.00
DM17SHARP	17 Gallon Rx Container	EA	$35.70	$32.00	$31.00
DM18SHARP	18 Gallon Rx Container	EA	$46.20	$42.00	$41.00
DM19SHARP	19 Gallon Rx Container	EA	$35.70	$32.00	$31.00
BD305090	9 Gallon Basic Cart (Trolley), BD	EA	$147.00	$133.00	$129.00
BD305091	9 Gallon Foot-Operated Cart (Trolley), BD	EA	$341.25	$307.00	$299.00
BD305092	17/19 Gallon Basic Cart (Trolley), BD	EA	$166.95	$151.00	$147.00
BD305093	19 Gallon Foot-Operated Cart (Trolley), BD	EA	$407.40	$367.00	$357.00

ABOSRBENTS AND MISC. SUPPLIES

WCC	Waste Description	UOM	Tier 1	Tier 2	Tier 3
SORBSPEED	Speedi Dry	BAG	$13.65	$13.00	$12.00
SORBVERM	Vermiculite 4 cuft / 3 cubic meter	BAG	$53.55	$49.00	$47.00
EYEWASH16	16oz Eyewash	EA	$25.20	$23.00	$22.00
DMMATL	Drum Rings/Bolts/Gaskets	EA	$33.60	$30.00	$29.00
LINDRUM	Drum Liners	EA	$25.20	$23.00	$22.00
DMLINLID	Drum Liner w/Lid	EA	$29.40	$26.00	$25.00
LINFBIN	Flexbin/Cubic Yard Box Liner	EA	$33.60	$30.00	$29.00
DM2POLY	2 Gallon Poly Container	EA	$8.40	$8.00	$7.00
DM55KIT30	30 Gal / 120 Litre in 55 Gal / 205 Litre Drum	EA	$200.55	$180.00	$175.00
DMGAYLORD	Cubic Yard Box for Non-Haz Waste	EA	$114.45	$103.00	$100.00
DMFLEXBNNH	Flexbin, nonhaz material kit non rated, yd3 box 36"x36"x36"	EA	$69.30	$63.00	$61.00
DM4FIBER	Fluorescent Bulb Tubes, 4ft 100 bulb capacity	BOX2	$69.30	$63.00	$61.00
DM4FIBER	Fluorescent Bulb Tubes, 4ft 125 bulb capacity	BOX2	$69.30	$63.00	$61.00
DM4FIBER	Fluorescent Bulb Tubes, 4ft 150bulb capacity	BOX2	$69.30	$63.00	$61.00
DM8FIBER	Fluorescent Bulb Tubes, 8ft 100 bulb capacity	BOX2	$100.80	$90.00	$88.00
DM8FIBER	Fluorescent Bulb Tubes, 8ft 125 bulb capacity	BOX2	$100.80	$90.00	$88.00

GENERAL PRICING CONDITIONS

The general pricing conditions for this Contract are below. These conditions govern all waste streams and generic pricing covered under this contract; and are in addition to specific pricing notes provided within Vendor's pricing (including Attachments).

1. All approved ("Approved") waste streams are coded with Vendor's Waste Classification Codes ("WCCs"), which define the specifications for drummed, containerized and bulked wastes. Wastes that are received not conforming to these specifications may be subject to additional costs. A completed waste profile sheet, sample, representative analysis or MSDS must be submitted prior to approval and scheduling.

2. All pricing presented in this contract is based on Vendor's ability to utilize its approved network of audited treatment, storage, and disposal facilities (TSDF's). If the number of sites approved by MMCAP and/or MMCAP Participating Facilities are reduced or restricted, additional costs may be applied due to increased handling of wastes and reduced economies of scale.

3. Pricing for transportation costs in Alaska and Hawaii will be quoted case-by-case. Vendor agrees to honor disposal services and labor costs at the contracted rates for Alaska and Hawaii.

4. Lab Pack rates do not include explosive or potentially explosive, reactive lithium, radioactive, temperature-sensitive or infectious materials. Vendor reserves the right to decline to accept for disposal any waste materials which, in its reasonable judgment, it cannot dispose of in a lawful manner or without a risk of harm to public health or the environment, or for which no legal means of disposal exists. Vendor will provide separate quotations for any potential high-hazard work (i.e. peroxidized ethers, explosives, cylinders, etc.) upon request.

5. Drum Minimums

   Except where quoted otherwise in Vendor's pricing, the following minimum container charges will apply to all waste; unless the 55-gallon drum price is lower. Drum minimums below take precedence over the container size pricing conversions in number 6.

Waste Classification Code(s)							Minimum Charge
ECEW EEE	EEE1 EEE2	EEE3	EEE4	EEE5	EEE6	EEE7	$15.00
A17 A18 A31 A31D A31K A31R A31S	A32 A40 A40K A99P AA19 AA20 AA21	AA22 AA23 AA24 AA25 AA26 AA27 AA29	AA30 AA31 AA32 AA33 AA35 AA37 AA38	CNIA CNO CNOD CNOK CNOLF CNOR CNOS	CNOSK CNOSS COB COBR COF D80L	FB1 FB1K FB2 FB2K FB2P FB3 FB3K	$40.00
DH1 DH2 CHCR CHDR	CHDRH CHTR CHTRH CHTRN	CHTRR CHWR CHWRH D23I	D23P D23W D80BR	D80C D80CR D80D	D80R D80T D80W	FB1E FB2E FB3E	$50.00
A23	B26A	B35K	CBPR	CCSF	LBD	LCCSR	$65.00

Waste Classification Code(s)							Minimum Charge
A23K	B26AE	B36A	CBPRS	CCSM	LBD1	LFB1	
A24	B26B	B36AE	CBPS	CCSMA	LBD2	LFB3	
A24F	B33	B36B	CCRN	CCSS	LBD3	LFB4	
A24GW	B33K	B36BE	CCRND	CCST	LBD4	LLF	
A24K	B34	B36D	CCRNE	LAT-A	LBD5	LLFAS	
A24P	B34K	B52	CCRNK	LAT-B	LBLA	LPTP	
B23	B35	CBP	CCS	LAT-C	LBLA2	RXNH	
		CBPK	CCSD	LAT-O	LBLA3		
A11	A15K	CCR5	CHSLM	FB4	LCCD	LCCRQ	
A11K	A22K	CCRCF	CHSM	FB4E	LCCRA	LCCRS	
A12	AA18	CCRCK	CHSRL	FB4K	LCCRB	LCCRU	
A12K	AA28	CCRD	CHTL	FB5	LCCRC	LCCRX	
A13	AA31F	CCRKL	CHTRL	FB5D	LCCRD	LCHSL	$85.00
A14	AA34	CCSP	D20	FB5K	LCCRI	LFB1E	
A14F	B40	CHBL	D20AC	FB5L	LCCRN	LPTN	
A14K	B40K	CHSL	FB3R	FB5M	LCCRO	RXHZ	
A15	CCD						
A99	B22F	B40R	CAXM	CCRT	CHSI	D92K	
A99AZ	B22FE	CA1	CCC	CCRX	CHSIX	D92L	
A99CC	B22H	CA2	CCCK	CCSMN	CHWI	DH3	
A99D	B22HE	CA3	CCCL	CCSN	CNON	DH4	
A99L	B22N	CA4	CCR	CCSR	CNOSN	DHLC	
A99M	B22NE	CA5	CCRC	CFL9	D20A	DHLI	
B21	B28	CANK	CCRCL	CHBD	D20D	FB5E	$140.00
B22A	B28I	CANL	CCRK	CHBDH	D20R	LCCDR	
B22AE	B29	CANR	CCRKR	CHBI	D20T	LCHG1	
B22B	B29A	CATR	CCRL	CHCI	D80B	LCHSD	
B22BE	B29E	CAX	CCRLS	CHG	D80I	LCHSI	
B22C	B29O	CAXC	CCRQR	CHSLN	D90K	LCHSR	
B22CE		CAXI					
LRCTA	LRCTC	LRCTO	A99DB	A99RP			$200.00
LRCTB	LRCTD	LRCTQ					
CHG-2	DEA	LBBGB	LCHG2	RDEA			$250.00
CHG-4	LCCS	LCHG3	LCHGI				$385.00
CHGI		LCHG4					
A99H		A99X		LA99H			$550.00
LCCRP	CCRP	LDEA1	LDEA2				$870.00
CFL1	CFL3	CFL5	CFL7				$58.00 *(per WCC, per shipment)*
CFL2	CFL4	CFL6	CFL8				
D23		D23F		D23H			≥ 20-gallons: $40.00 < 20-gallons: $20.00 5-gallons: $15.00

6. Container Size Pricing Conversions

Except where quoted otherwise in Vendor's pricing, pricing for drums / containers in sizes other than 55-gallons will be priced accordingly. Odd sizes not covered herein will be priced case-by-case.

Drum minimums listed above in number 5 take precedence over the conversions below.

Shipping Container Size	Container Multiplier
≤ 5-Gallon	55-Gallon price x 0.30
6-Gallon - 20-Gallon	55-Gallon price x 0.60
21-Gallon - 30-Gallon	55-Gallon price x 0.75
31-Gallon - 55-Gallon	55-Gallon price x 1.00
56-Gallon - 85-Gallon	55-Gallon price x 1.45
Flex bins / Cubic Yard Boxes, Super Sacks or Pallets	55-Gallon price x 3.50
Tote (< 300-gal capacity)	55-Gallon price x 5.00
Tote (300 - 375-gal capacity)	55-Gallon price x 6.30

(Note: These conversions are for shipping containers and do not apply to materials in small bottles, etc. (i.e. non DOT-approved packaging) that are meant to be lab packed.)

7. Some waste streams may be subject to additional surcharges if drums of the materials exceed a specific weight. Potential weight surcharges are listed below by Waste Classification Code, and would be charged in addition to the base disposal price for the material.

7.1. CAXI: $3.00 for each pound in excess of 500 in a single drum.

7.2. CCRC: $1.40 for each pound in excess of 500 in a single drum.

7.3. CCRK: $0.95 for each pound in excess of 500 in a single drum.

7.4. CCRX: $1.40 for each pound in excess of 500 in a single drum.

7.5. CHBI: $1.80 for each pound in excess of 500 in a single drum.

7.6. CHCI: $1.80 for each pound in excess of 500 in a single drum.

7.7. CHSI: $1.80 for each pound in excess of 500 in a single drum.

7.8. D20R: $3.00 for each pound in excess of 300 in a single drum.

7.9. D92K: $0.95 for each pound in excess of 500 in a single drum.

7.10. FB5: $0.75 for each pound in excess of 200 in a single drum.

7.11. RXHZ: $1.25 for each pound in excess of 200 in a single drum, or in excess of 800 in a single flexbin (i.e. cubic yard box).

7.12. RXNZ: $0.80 for each pound in excess of 200 in a single drum, or in excess of 800 in a single flexbin (i.e. cubic yard box).

8. Prices for PCB items are only effective if the items are received within nine (9) months of the Out of Service Date (OSD). The OSD for PCB incinerables should be clearly identified in Section J of the manifest. OSD's exceeding nine (9) months will be invoiced as follows:

   8.1. Received over 9 months – 1.25 x base price

   8.2. Received over 10 months – 1.50 x base price

   8.3. Received over 11 months – 2.00 x base price

9. Local, State and Federal fees/taxes applying to the generating location/receiving facilities as well as applicable sales taxes are not included in disposal pricing and will be added to each invoice as applicable.

10. Compressed Gas Cylinder Conditions

   10.1. Cylinder pricing is contingent upon approval of Clean Harbors La Porte, LLC. All cylinder sizes will be based upon the following table.

Size	Abbrv.	Dimensions
Lecture	CYLE	Up to 3" diameter and 13" length, or Up to 4" diameter and 10" length
Small	CYSM	Up to 4" diameter and 24" length
Medium	CYME	Up to 12" diameter and 36" length
Large	CYLG	Up to 16" diameter and 56" length
Extra Large	CYXL	Up to 20" diameter and 64" length

   10.2. Cylinders must be in DOT-shippable condition. All cylinders require an approved Cylinder Evaluation Sheet and leak test for final acceptance.

   10.3. Cylinders with inoperable valves may be subject to rejection, or may be charged an additional handling fee of $400.

   10.4. Cylinders with a stuck/rusted valve cap will be subject to a $55 stuck cap charge.

   10.5. Cylinders without original stenciling, labels and/or tags will be subject to an additional analysis charge.

   10.6. Zone A cylinder transportation (as required) will be quoted case-by-case, and will be billed in addition to disposal.

   10.7. Cylinders with greater than 5% solids may be subject to surcharge or rejection.

   10.8. Cylinders required to be returned to the generator after processing must have operable valves and be properly labeled to indicate "Return to Generator." Return transportation will be quoted case-by-case.

   10.9. All ½-ton, 1-ton and larger cylinders will be quoted by case-by-case. These cylinders are subject to a "Connect and Disconnect Fee" of $ 1,624 each. If

scrapping or disposal of the cylinder carcass is required, additional charges will be quoted individually.

10.10. Phosgene leak testing will be quoted case-by-case.

10.11. Certain high-hazard and extremely reactive cylinders will be handled case-by-case. These include but are not limited to: 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, and oxygen difluoride.

11. Labor will be charged on a portal-to portal basis. Labor time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel, unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel, unless otherwise quoted.

12. All manifests and labels will be furnished at no charge. Electronically-submitted profiles (using Clean Harbors' Online Services) will be approved at no charge. Paper profiles will be charged at $75 each.

13. Vendor requires free and easy access to each pickup site. Drums / containers must be in DOT-shippable condition.

14. All transportation rates are based on utilization of Vendor's transportation equipment, or Vendor-approved transporters.

15. Transportation of reactive lithium compounds is not included in Vendor's transportation pricing, and will be quoted as needed on a case-by-case basis.

16. Dedicated or non-milkrun emergency pickups will be charged at full truckload price. Cancellation of a pickup with less than 24 hours notice will incur a $287 cancellation fee.

17. Demurrage

17.1. For all non-lab pack shipments of waste, pick-ups can be made as part of Vendor's milk-run. No additional hourly labor rate will apply for milk-run pick-up service. (If hourly Chemist labor charges apply, demurrage is not applicable.)

17.2. The amount of time required by Vendor's driver to load drums at a single stop is built into our transportation rates. As the number of drums to be loaded increases, the amount of loading time allocated increases. In the event that our driver must be onsite for longer than the amount of loading time allocated, demurrage charges for the additional time will apply.

17.3. The following table outlines Vendor's sliding scale of "free" loading time versus the number of drums being loaded. Time in excess of the allowed loading hours below will be charged demurrage at the rate of $103 per hour.

Number of Containers Loaded Per Stop	Loading Hours Allowed
≤ 10	0.50
11 - 15	0.75
16 - 25	1.00
26 - 35	1.25
36 - 45	1.50
46 - 50	1.75
51 - 80	2.00

18. Vendor reserves the right to quote unique transportation pricing as required for refrigerated trailers, lined or agitated trailers, drop deck flatbeds, roll off rental and roll off drop fees, etc.

19. Overpacked drums with the inner drum inverted will be subject to a $25 inverted drum fee. If waste must be overpacked upon receipt at a Clean Harbors' plant, an overpack fee of $50 will be invoiced.

20. Bulk or drum waste shipped frozen may be subject to a fee covering the costs associated with thawing / steaming the material in order to process the waste for disposal.

21. Reactive alkali metal compounds should typically be packaged in metal outer containers no larger than 5-gallons in size. The inner contents must be less than 5-pounds of reactive metal in rigid poly containers. Reactive metals must be packaged under oil. Requests to manage these materials in larger inner charge sizes or larger outer container sizes will be handled on a case-by-case basis.

22. The MMCAP Member must agree to accept return of radioactive waste as the result of a regulatory action at a designated receiving facility or as a result of misrepresentation of the waste on the part of the MMCAP Member. Vendor will work with MMCAP Member to minimize costs associated with return of waste.

23. Payment terms will be in conformance with the Waste Disposal Services Agreement.

24. Contract pricing is based on the current market capacity, conditions and Government regulations. If a significant market-wide pricing, capacity or regulatory change affects our pricing, Clean Harbors will document such changes and approach MMCAP to re-negotiate pricing.

WASTE CLASSIFICATION CODE SPECIFICATIONS

A22K **LOW BTU ORGANIC LIQUID**
Heating value < 5,000 BTU's per pound
pH between 2 - 14, no D002 acids allowed
Ammonia < 10%
Halogens / sulfur < 5%
PCB concentrations must be non-detectable
Viscosity < 150 centipoises
Must not set-up in water or organic solvents
Must contain < 1 inch of solids in the drum
No pesticides
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

A31 **SPECIFICATION OILS**
Must be petroleum-based oil (> 5,000 BTUs / pound)
Organic halogens < 1,000 ppm
Flash point > 100° F
pH between 2 - 12.5
Cannot be mixed with other hazardous waste
PCBs non-detectable
Total Cadmium < 2 ppm
Total Chrome < 10 ppm
Total Arsenic < 5 ppm
No pesticides
DISPOSAL METHOD: OIL RECOVERY

A32 **SPECIFICATION OIL & WATER**
Must be petroleum-based oil (> 5,000 BTUs / pound)
Must contain < 1 inch of solids in the drum
Organic halogens < 1,000 ppm
Water > 5%
Flash point > 100° F
pH between 2 - 12.5
Cannot be mixed with other hazardous waste
PCBs non-detectable
No pesticides
Total Cadmium < 2 ppm
Total Chrome < 10 ppm
Total Arsenic < 5 ppm
Total Lead < 10 ppm
DISPOSAL METHOD: OIL RECOVERY or WASTEWATER TREATMENT

A40 **ORGANIC LIQUID WITH HALOGENS FOR FUEL**
Heating value > 5,000 BTU's per pound
Organic halogen / sulfur > 5%
pH between 2 - 12
Source of PCBs < 50 ppm
Must not set-up in water or organic solvents
Must contain < 1 inch of solids in the drum
DISPOSAL METHOD: FUELS INCINERATION

AA20 **2-PROPANOL (IPA)**
Must contain < 1 inch of solids in the drum
Contain < 5% other solvents
Water < 10%
pH between 6 - 8
Minimum yield 70%
Must be pumpable
No PCBs, pesticides or isocyanates
DISPOSAL METHOD: SOLVENT RECOVERY

AA21 **ETHANOL**
Must contain < 1 inch of solids in the drum
Contain < 10% other solvents
Water < 5%
pH between 6 - 8
Minimum yield 70%
Must be pumpable
No PCBs, pesticides or isocyanates
DISPOSAL METHOD: SOLVENT RECOVERY

AA22 **METHYL ALCOHOL**
Must contain < 1 inch of solids in the drum
Contain < two other alcohols
Water < 5%
pH between 6 - 8
Minimum yield 80%
Must be pumpable
No PCBs, pesticides or isocyanates
DISPOSAL METHOD: SOLVENT RECOVERY

AA23 **XYLENE**
Must contain < 1 inch of solids in the drum
Contain < 10% other solvents
Water < 2%
pH between 6 - 8
Minimum yield 70%
Must be pumpable
No PCBs, pesticides or isocyanates
DISPOSAL METHOD: SOLVENT RECOVERY

AA25 **ACETONE**
Must contain < 1 inch of solids in the drum
Contain < 20% other solvents
Water < 5%
pH between 6 - 8
Minimum yield 50%
Must be pumpable
No PCBs, pesticides or isocyanates
DISPOSAL METHOD: SOLVENT RECOVERY

B26A **ACIDIC WASTEWATER WITH LOW METALS**
pH 1 - 6
Neutralization Equivalent < 5 (approximately 10% acids)
Cyanides / sulfides non-detectable
Flash point > 140° F
Total Organic Carbon < 1%
Hexavalent Chromium < 10 ppm
Contain < 1 inch of solids in the drum
Ammonia < 1%
Total metals < 500 ppm
No pesticides
DISPOSAL METHOD: WASTEWATER TREATMENT

B26B **ALKALINE WASTEWATER WITH LOW METALS**
pH 7 - 13
Neutralization Equivalent < 5 (approximately 10% bases)
Cyanides / sulfides non-detectable
Flash point > 140° F
Total Organic Carbon < 1%
Hexavalent Chromium < 10 ppm
Contain < 1 inch of solids in the drum
Ammonia < 1%
Total metals < 500 ppm
No solvents or pesticides
DISPOSAL METHOD: WASTEWATER TREATMENT

CCRK **SOLIDS FOR INCINERATION**
Source of PCB < 50 ppm
Mercury ≤ 10 ppm
No air or water reactives, or reactive cyanides / sulfides
No large metal pieces (i.e. rebar)
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

CCRN **NON-HAZARDOUS WASTE FOR INCINERATION**
Must be non-hazardous
No pesticides, herbicides or FIFRA-regulated material
Other specifications to be individually quoted
DISPOSAL METHOD: WASTE TO ENERGY INCINERATION

CCRX **NON-INFECTIOUS SHARPS**
Non-pathogenic sharps, syringes, etc.
No biohazard or pathological waste markings or containers
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

CCS **CHARACTERISTIC SOLIDS SEM-SOLIDS FOR STABILIZATION**
Acceptable U.S. EPA Waste Codes: D002, D004-D011
Flash point > 140° F
Amenable cyanide < 30 ppm (cyanides must meet U.S. LDR standards)
Total Organic Carbon < 2%
Total Organic Halogen < 1,000 ppm
Total Metals < 5%
Ammonia < 5,000 ppm
No pesticides / herbicides
No organic debris or organic layers
No free liquids, semi-solids must be capable of passing a paint filter test
DISPOSAL METHOD: STABILIZATION, HAZARDOUS LANDFILL

CFL1 **FLUORESCENT TUBE LAMPS, STRAIGHT**
Broken bulbs < 5%
Intact 4-foot or 8-foot tubes only
Packaged in bulb boxes / tubes only
No free mercury
DISPOSAL METHOD: RECLAMATION

CFL2 **MISCELLANEOUS SHAPED MERCURY & FLUORESCENT LAMPS**
Limited to U-tubes, Circular, Incandescent, Quartz, and Halogen
Packaged in original bulb boxes or specialty containers
No free mercury
DISPOSAL METHOD: RECLAMATION

CFL4 **MISCELLANEOUS MERCURY LAMPS**
Limited to Shattershield, HID, Mercury Vapor, High Pressure Sodium, and Metal Halides Packaged in original bulb boxes or specialty containers
No free mercury
DISPOSAL METHOD: RECLAMATION

CFL5 **LOW PRESSURE SODIUM LAMPS**
Packaged in original bulb boxes or specialty containers
No free mercury
DISPOSAL METHOD: RECLAMATION

CFL6 **UV LAMPS**
Packaged in original bulb boxes or specialty containers
No free mercury
DISPOSAL METHOD: RECLAMATION

CHBD **PCB BALLASTS FOR RECLAIM (50 - 500 PPM)**
Must be intact and non-leaking
Gross weight < 9 pounds each
DISPOSAL METHOD: RECLAMATION

CHBI **PCB BALLASTS FOR INCINERATION**
U.S. TSCA regulated ballasts only, no conduit or pipe
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

CHBL **PCB BALLASTS OR CAPACITORS FOR LANDFILL**
Must have < 3 pounds of PCB's in each unit
Gross weight < 9 pounds each
Must be non-leaking and intact
DISPOSAL METHOD: TSCA LANDFILL

CHCI **CAPACITOR FOR INCINERATION**
U.S. TSCA regulated, may also be RCRA-regulated
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

CHG **ELEMENTAL MERCURY CONTAMINATED DEBRIS**
Must contain < 10 ppm cyanide
Out-of-country disposal must be approved
Debris must meet the alternate debris standard
No PCBs
DISPOSAL METHOD: STABILIZATION, LANDFILL or RETORT

CHG-2 **METALLIC MERCURY DEVICES / DEBRIS FOR RETORT**
Excludes crushed mercury bulbs
No flammable material
Organic materials are case-by-case
DISPOSAL METHOD: RETORT

CNIA **ASBESTOS WASTE**
Wetted and double-bagged
No free liquids
No pesticides / herbicides or cyanides
DISPOSAL METHOD: LANDFILL

CNO **NON-REGULATED SOLIDS FOR LANDFILL**
Must be able to be landfilled
Non-pourable at 70° F
Flash point > 140° F
No free liquids
No pesticides / herbicides or cyanides
Source of PCBs < 50 ppm
DISPOSAL METHOD: LANDFILL

CNOS **NON-REGULATED SEMI-SOLIDS FOR LANDFILL**
Must be able to be landfilled
Flash point > 140° F
Source of PCBs < 50 ppm
No pesticides / herbicides or cyanides
DISPOSAL METHOD: LANDFILL

D20 **INFECTIOUS PATHOLOGICAL WASTE**
Must not contain RCRA hazardous waste
Must contain < 3 gallons free liquid
Maximum weight 60 lbs per container
Must not contain complete human remains
Must be packaged in burn-able containers
Additional specifications found in Clean Harbors' Medical Waste Guidelines
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

D20A **POTENTIALLY INFECTIOUS RCRA WASTE**
RCRA / Pathological waste
Drums must be overpacked
Max outer container size 55-gallon
Max inner container size 30-gallon
Must be burnable container
Additional specifications found in Clean Harbors' Medical Waste Guidelines
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

D20R **NON-INFECTIOUS PATHOLOGICAL WASTE**
Can include RCRA material
Non-Infectious Certification Form required
Must be packaged in burn-able containers
Additional specifications found in Clean Harbors' Medical Waste Guidelines
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

D20T **RCRA/PATHOLOGICAL/TSCA- PCB WASTE**
RCRA / Pathological waste
Drums must be overpacked
Max outer container size 55-gallon
Max inner container size 30-gallon
Must be burnable container
Additional specifications found in Clean Harbors' Medical Waste Guidelines
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

D23 **EMPTY DRUMS**
Must meet the definition of an empty container
Cannot carry a U.S. EPA waste code
Source of PCBs < 50 ppm
DISPOSAL METHOD: RECLAMATION or LANDFILL

DEA **DEA REGULATED MATERIAL (NON-RCRA)**
No RCRA codes
Schedule II Narcotic
Schedule II Non-Narcotic
Schedule III Narcotic
Schedule III Non-Narcotic
Schedule IV
Schedule V
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

EEE **EQUIPMENT FOR DISMANTLING**
Computer keyboards and terminals
Misc equipment (compressors, machinery, refrigeration units)
Refrigeration units limited to Freon only, no Ammonia
Other miscellaneous equipment
DISPOSAL METHOD: RECYCLING

FB1 **LIQUIDS FOR FUEL**
Heating value > 10,000 BTU's per pound
Low viscosity
Dispersible sludge < 4 inches
Sulfur / halogens < 5%
Must not set-up with water or with organic solvents
Source of PCBs < 50 ppm
No pesticides or debris
DISPOSAL METHOD: FUELS INCINERATION

FB2 **LIQUID FUEL WITH SOLIDS**
Heating value > 5,000 BTU's per pound
Medium viscosity
Dispersible sludge < 12 inches
Sulfur / halogens < 5%
Must not set-up with water or organic solvents
Source of PCBs < 50 ppm
No pesticides or debris
DISPOSAL METHOD: FUELS INCINERATION

FB3 **SEMI-LIQUIDS (SLUDGE) FOR FUEL**
Heating value > 5,000 BTU's per pound
Dispersible sludge < 36 inches
Sulfur / halogens < 5%
High viscosity (e.g. molasses)
Must not set-up with water or with organic solvents
PCBs < 50 ppm
No pesticides or debris
DISPOSAL METHOD: FUELS INCINERATION

FB4 **ORGANIC SOLID FOR FUEL**
Heating value > 5,000 BTU's per pound
Sulfur / halogens < 25%
Dispersible solids (e.g. paint solids)
PCBs < 50 ppm
Must not set-up with water or with organic solvents
No pesticides, monoliths or debris
DISPOSAL METHOD: FUELS INCINERATION

FB5 **SOLID FUEL, NON-PROCESSABLE (DEBRIS)**
Heating value > 5,000 BTU's per pound
Sulfur / organic halogens < 10%
Mercury ≤ 10 ppm
Must contain < 20% free liquids
Source of PCBs < 50 ppm
No large metal pieces (e.g. rebar), metal fines or powders
No closed containers
No cyanides / sulfides, oxidizers or pesticides
No tacky material
DISPOSAL METHOD: FUELS INCINERATION

LAT-A **LAB PACK ACID & ACID COMPATIBLES FOR AQUEOUS TREATMENT**
Example: hydrochloric acid, ferrous chloride, etc.
pH between 0-7
No debris
No reactives
No F, U, P, or K RCRA codes
Chelators and organic material < 5%
Mercury < 260 ppm
Inner container sizes ≤ 5-gallons
Must contain < 20 pounds of heavy metal solids
Packaged per Clean Harbors' Lab Pack Protocol
DISPOSAL METHOD: AQUEOUS TREATMENT

LAT-B **LAB PACK BASIC & BASIC COMPATIBLES FOR AQUEOUS TREATMENT**
Example: sodium hydroxide, alkaline developers, etc.
pH between 7-14
No debris
No reactives
No F, U, P, or K RCRA codes
Chelators and organic material < 5%
Mercury < 260 ppm
Inner container sizes ≤ 5-gallons
Must contain < 20 pounds of heavy metal solids
Packaged per Clean Harbors' Lab Pack Protocol
DISPOSAL METHOD: AQUEOUS TREATMENT

LAT-C LAB PACK ORGANICS FOR AQUEOUS TREATMENT
pH between 0-7
Chelators and organic material < 5%
Mercury < 260 ppm
Inner container sizes ≤ 5-gallons
Must contain < 20 pounds of heavy metal solids
No fat, oil and/or grease
No debris
No reactives
No F, U, P, or K RCRA codes
Packaged per Clean Harbors' Lab Pack Protocol
DISPOSAL METHOD: AQUEOUS TREATMENT

LAT-O LAB PACK OXIDIZERS FOR AQUEOUS TREATMENT
Example: sodium nitrate, hydrogen peroxide, etc.
No debris, reactives, organics, or metal peroxides
No F, U, P, or K RCRA codes
Packaged per Clean Harbors' Lab Pack Protocol
DISPOSAL METHOD: AQUEOUS TREATMENT

LBD MIXED BATTERIES
Example: Nickel Cadmium batteries (wet or dry), alkaline, and nickel metal hydride
No lithium or lead acid batteries
No mercury bearing batteries allowed
Package per Clean Harbors' protocol
DISPOSAL METHOD: RECYCLING

LBD1 ALKALINE BATTERIES
May not contain mercury
Package per Clean Harbors' protocol
DISPOSAL METHOD: RECYCLING

LBD2 NICKEL-CADMIUM BATTERIES
May not be connected to one another
All batteries must be sealed / non-leaking and insulated (i.e. terminals taped)
Package per Clean Harbors' protocol
DISPOSAL METHOD: RECYCLING

LBD3 NICKEL METAL HYDRIDE BATTERIES
May not be connected to one another
All batteries must be sealed / non-leaking and insulated (i.e. terminals taped)
Package per Clean Harbors' protocol
DISPOSAL METHOD: RECYCLING

LBD4 OTHER NICKEL CONTAINING BATTERIES
Includes nickel zinc and nickel iron batteries
DISPOSAL METHOD: RECYCLING

LBD5 MAGNESIUM BATTERIES FOR RECLAMATION
May not be connected to one another

All batteries must be sealed / non-leaking and insulated (i.e. terminals taped)
Package per Clean Harbors' protocol
DISPOSAL METHOD: RECYCLING

LBLA LEAD ACID BATTERIES FOR RECLAMATION
Packing requirements vary between wet cell and dry cell
Shipped on pallets or in poly drums only, no metal drums with poly liners
Only one level of batteries per pallet
All batteries must be sealed / non-leaking and insulated (i.e. terminals taped)
Package per Clean Harbors' protocol
DISPOSAL METHOD: RECYCLING

LBLA2 LAB PACK LEAD ACID BATTERIES FOR RECLAMATION
Packing requirements vary between wet cell and dry cell
Shipped on pallets or in poly drums only, no metal drums with poly liners
Only one level of batteries per pallet
All batteries must be sealed / non-leaking and insulated (i.e. terminals taped)
U.S. disposal only
Package per Clean Harbors' protocol
DISPOSAL METHOD: RECYCLING

LCCRA LAB PACK ACID/ACID COMPATIBLES FOR INCINERATION
pH between 0 – 7
Inner container sizes ≤ 5-gallons
Source of PCBs < 50 ppm
Mercury < 260 ppm
Packaged per Clean Harbors' Lab Pack Protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCCRB LAB PACK BASIC/BASIC COMPATIBLES FOR INCINERATION
pH between 7 – 14
Inner container sizes ≤ 5-gallons
Source of PCBs < 50 ppm
Mercury < 260 ppm
Packaged per Clean Harbors' Lab Pack Protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCCRC LAB PACK ORGANICS FOR INCINERATION
Flash point > 140° F
Inner container sizes ≤ 5-gallons
Source of PCBs < 50 ppm
Mercury < 260 ppm
Packaged per Clean Harbors' Lab Pack Protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCCRD LAB PACK FLAMMABLES FOR INCINERATION
Flash point < 140° F
Inner container sizes ≤ 5-gallons
Source of PCBs < 50 ppm
Mercury < 260 ppm
Packaged per Clean Harbors' Lab Pack Protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCCRI LAB PACK MATERIAL REQUIRED BY U.S. DOT TO BE PACKAGED ALONE
Includes poison inhalation hazards, category 6.1, packing group I, etc.
Package per Clean Harbors' CleanPack® protocol, and U.S. DOT and TDG specifications
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCCRN LAB PACK NON-HAZARDOUS INCINERATION
Includes latex paint, soaps, etc.
Inner container sizes ≤ 5-gallons
No hazardous characteristics
No asbestos or fiberglass
Packaged per Clean Harbors' Lab Pack Protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCCRO LAB PACK OXIDIZERS FOR INCINERATION
Container size limitations vary by specific waste type
Mercury < 260 ppm
PCBs < 50 ppm
No reactives
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCCRQ AEROSOLS FOR INCINERATION
No cylinders / lecture bottles or dioxin (F027) aerosols
Package per Clean Harbors' CleanPack® protocol, and U.S. DOT and TDG specifications
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCCRS LAB PACK SCINTILLATION VIALS FOR INCINERATION
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCCRU LAB PACK UNKNOWNS
Refer to Clean Harbors' CleanPack® protocol for additional information
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCCRX LAB PACK NON-INFECTIOUS SHARPS FOR INCINERATION
Non-pathogenic sharps, syringes, etc.
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCHG1 LAB PACK MERCURY-RELATED MATERIAL FOR STABILIZATION
Out of country disposal must be approved.
Debris must meet alternate debris standard
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: RETORT or STABILIZATION, HAZARDOUS LANDFILL

LCHG2 LAB PACK ELEMENTAL MERCURY FOR RETORT
Elemental mercury and/or debris contaminated with elemental mercury only
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: RETORT

LCHG3 MERCURY BATTERIES FOR RETORT
Example: mercury-bearing alkaline, zinc-air, mercury oxide, silver oxide, etc.
Batteries must be intact and not be connected to one another
Package per Clean Harbors' battery packing protocol
DISPOSAL METHOD: RETORT

LCHG4 LAB PACK MERCURY SALTS AND SOLUTIONS FOR RETORT
Includes debris contaminated with mercury salts & solutions
Must contain < 500 ppm organics
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: RETORT

LCY1 PROPANE CYLINDERS FOR RECYCLING
Must pass a cylinder evaluation and cannot carry RCRA codes
DISPOSAL METHOD: RECYCLING

LCY2 FREON CYLINDERS AND FIRE EXTINGUISHERS
Must pass a cylinder evaluation
Acceptable Freon: R-11, R-12, R-22, R-23, R-113, R-114, R-124, R-134a
Includes 1211 and 1301 Halon and Class A, B, and C fire extinguishers
Freon that cannot be recycled will be incinerated as LCY6 instead.
DISPOSAL METHOD: RECYCLING

LCY4 INERT COMPRESSED GAS CYLINDERS
Includes helium, neon, carbon dioxide, oxygen, nitrogen, argon, etc.
Must pass a cylinder evaluation
Additional specifications quoted case-by-case
DISPOSAL METHOD: VENTING

LCY5 CORROSIVE COMPRESSED GAS CYLINDERS
Includes ammonia, hydrogen chloride, acetonitrile, boron trichloride, etc.
Must pass a cylinder evaluation
Additional specifications quoted case-by-case
DISPOSAL METHOD: NEUTRALIZATION

LCY6 **FLAMMABLE COMPRESSED GAS CYLINDERS**
Includes ammonia, hydrogen chloride, acetonitrile, boron trichloride, etc.
Must pass a cylinder evaluation
Solids > 5% may be subject to surcharge
Additional specifications quoted case-by-case
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCY7 **TOXIC CYLINDERS FOR INCINERATION**
Includes certain pyrophorics, antimony pentachloride, antimony pentafluoride, ethylene oxide, insta foam part A (isocyanate), insta foam part B (isocyanate), tetrafluoroethylene, etc.
Must pass a cylinder evaluation
Solids > 5% may be subject to surcharge
Additional specifications quoted case-by-case
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCY8 **TOXIC COMPRESSED GAS CYLINDERS FOR INCINERATION**
Includes boron trifluoride, acetyl fluoride, hydrogen sulfide, methyl bromide, methyl dichlorosilane, nitrosyl fluoride, methyl mercaptan (mixtures), etc.
Must pass a cylinder evaluation
Solids > 5% may be subject to surcharge
Additional specifications quoted case-by-case
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCY9 **PYROPHORIC OR REACTIVE COMPRESSED GAS CYLINDERS**
Includes Hexafluoroacetone, acrylonitrile, benzyl magnesium chloride, t-butyl phosphine, etc.
Must pass a cylinder evaluation
Solids > 5% may be subject to surcharge
Additional specifications quoted case-by-case
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCY10 **HIGHLY REACTIVE OR TOXIC COMPRESSED GAS CYLINDERS**
Must pass a cylinder evaluation
Solids > 5% may be subject to surcharge
Additional specifications quoted case-by-case
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCY11 **UNKNOWN COMPRESSED GAS CYLINDERS FOR INCINERATION**
Must pass a cylinder evaluation
Solids > 5% may be subject to surcharge
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LCYMT **EMPTY & DE-VALVED CYLINDERS**
Must be certified empty and de-valved
Refer to Clean Harbors' CleanPack® protocol for additional information
DISPOSAL METHOD: LANDFILL

LDEA1 LAB PACK DEA CONTROLLED SUBSTANCES SCHEDULE I-V
Example Barbital, Valium, etc.
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: REVERSE DISTRIBUTION

LFB1 LAB PACKS FOR FUELS BLENDING
pH between 4 - 10
Must be pourable
Inner container sizes ≤ 5-gallons
PCBs < 50 ppm
Mercury < 260 ppm
No reactive materials
No pesticides / herbicides
No debris
No malodorous compounds
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: FUELS INCINERATION

LFB3 LAB PACK LATEX PAINT FOR RECYCLING
Examples: latex based paints and caulk, alkyd based paints
Liquids, semi-solids, solids are all acceptable
Container sizes include ounce, pint, quart, gallon & 5-gallon (plastic & metal acceptable)
Must pack latex and alkyds separately
No auto paint, epoxies, resins, or marine paint
No plasticizers, adhesives, or rubber-based cements
No creosote, wood preservatives, dioxins, or PCBs
DISPOSAL METHOD: RECYCLING

LFB4 LAB PACK OIL-BASED PAINT FOR RECYCLING
Examples: Paint with lead, chromium, cadmium, toluene, MEK, MIBK, acetone
Includes paint thinner, shellac, varnish, mineral spirits, turpentine, urethane, combustible paint, water sealers, metal paints, and textured paints
Container sizes include ounce, pint, quart, gallon & 5-gallon (plastic & metal acceptable)
Liquids, semi-solids, solids are all acceptable
No auto paint, epoxies, resins, or marine paint
No plasticizers, adhesives, or rubber-based cements
No creosote, wood preservatives, dioxins, or PCBs
DISPOSAL METHOD: RECYCLING

LLF NON-RCRA LAB PACKS FOR LANDFILL
Inner container sizes ≤ 5-gallons
No infectious or other biological material
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: LANDFILL

LPTN **NON-PROCESSABLE PAINT & PAINT RELATED MATERIAL**
Glass inner containers are acceptable
Inner containers must be closed and non-leaking
Acceptable RCRA Codes: D001, D004-D008, D010, D011
No pesticides / herbicides, PCB's or mercury compounds
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LPTP **PROCESSABLE PAINT / PAINT RELATED MATERIAL**
Acceptable RCRA codes: D001, D004-D008, D010, & D011
Inner containers must be closed and non-leaking
No pesticides / herbicides, PCBs, mercury compounds, and/or glass containers
No solid paint
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: FUELS INCINERATION

LRCTA **LAB PACK REACTIVE ACID / ACID COMPATIBLES**
Example: aluminum chloride, phosphorous pentoxide, etc.
Container size limitations vary by specific waste type
Source of PCBs < 50 ppm
Mercury < 260 ppm
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LRCTB **LAB PACK REACTIVE ALKALINE / ALKALINE COMPATIBLES**
Example: azides, ammonium sulfide, dinitroaniline, etc.
Container size limitations vary by specific waste type
Source of PCBs < 50 ppm
Mercury < 260 ppm
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LRCTC **LAB PACK REACTIVE ORGANICS**
Example: non-flammable organic silanes, dinitrobenzoic acid, etc.
Container size limitations vary by specific waste type
Source of PCBs < 50 ppm
Mercury < 260 ppm
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LRCTD **LAB PACK REACTIVE FLAMMABLES**
Example: picric acid, sodium hydrosulfite, etc.
Container size limitations vary by specific waste type
Source of PCBs < 50 ppm
Mercury < 260 ppm
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LRCTO LAB PACK REACTIVE OXIDIZERS
Example: organic peroxides, perchloric acid, etc.
Container size limitations vary by specific waste type
Source of PCBs < 50 ppm
Mercury < 260 ppm
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

LRCTQ LAB PACK REACTIVE COMPRESSED GAS CARTRIDGES
Example: lighters, ethylene dioxide, carbon dioxide, etc.
Container size limitations vary by specific waste type
Source of PCBs < 50 ppm
Mercury < 260 ppm
Package per Clean Harbors' CleanPack® protocol
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

RDEA DEA REGULATED MATERIAL (RCRA-REGULATED)
No RCRA codes
Schedule II Narcotic
Schedule II Non-Narcotic
Schedule III Narcotic
Schedule III Non-Narcotic
Schedule IV
Schedule V
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

RXHZ RCRA & UNIVERSAL WASTE PHARMACEUTICALS
No large metal pieces
Max weight per drum is 200 pounds
No polychlorinated biphenyls ("PCBs")
No cyanides / sulfides
No air or water reactives
Non-corrosive pH only
Iodine / Bromine / Fluorine < 0.5%
Mercury ≤ 10 ppm
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

RXNH NON-RCRA PHARMACEUTICALS
Non-RCRA and non-DOT hazardous pharmaceuticals
No large metal pieces
Max weight per drum is 200 pounds
No polychlorinated biphenyls ("PCBs")
No cyanides / sulfides
No air or water reactives
Non-corrosive pH only
Iodine / Bromine / Fluorine < 0.5%
DISPOSAL METHOD: DESTRUCTIVE INCINERATION

Clean Harbors Environmental Services Inc.
Contract MMS14036

Amendment 1
is not posted for viewing

AMENDMENT NO. 2 TO MMCAP CONTRACT NO. MMS14036

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Clean Harbors Environmental Services, 42 Longwater Drive, Norwell, MA 02061-9149 ("Vendor").
INC.

MMCAP has a contract with the Vendor identified as Contract No. MMS14036 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment

(STHP)

Revision 1: Effective when signed, Section 1.2 of the Original Contract is deleted in its entirety and replaced with the following:

1.2 ***Expiration date:*** September 30, 2016, or as cancelled pursuant to Article 24. The Contract may be extended for up to three (3) additional one (1)-year periods based on written acceptance of both parties, for a term not to exceed five (5) years.

Revision 2: Effective when signed, the following term is required by Minnesota law and is added to the Original Contract:

25 Affirmative action requirements for contracts in excess of $100,000 and if Vendor has more than 40 full-time employees in Minnesota or its principal place of business. The State of Minnesota intends to carry out its responsibility for requiring affirmative action by its vendors.

25.1 Covered contracts and Vendors. If the Contract exceeds $100,000 and Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then Vendor must comply with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules 5000.3400-5000.3600. If Vendor is covered by Minnesota Statutes Section 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, it must certify that it is in compliance with federal affirmative action requirements.

25.2 Minnesota Statutes Section 363A.36. Minnesota Statutes Section 363A.36 requires Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

25.3 Minnesota Rules 5000.3400-5000.3600.

(a) General. Minnesota Rules 5000.3400-5000.3600 implements Minnesota Statutes Section 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 5000.3400-5000.3600 including, but not limited to, Minnesota Rules 5000.3420-5000.3500 and 5000.3552-5000.3559.

(b) Disabled Workers. Vendor must comply with the following affirmative action requirements for disabled workers.

(1) Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of Vendor's noncompliance with the requirements of this article, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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(4) Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Vendor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(c) *Consequences.* The consequences for Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State of Minnesota.

(d) *Certification.* Vendor hereby certifies that it is in compliance with the requirements of Minnesota Statute Section 363A.36 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [signature]

Title: Sr. Vice President

Date: 4/9/15

By: _____

Title: _____

Date: _____

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: [signature] Vandeplaats, CPhT

Title: SPA-P

Date: 4/20/2015

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: Heather Pickett

Title: _____

Date: April 20, 2015