



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

**NOTIFICATION OF STATEWIDE CONTRACT**

January 7, 2015

**CONTRACT TITLE:** Hazardous Waste Disposal/Recycling Services

**CURRENT CONTRACT PERIOD:** January 1, 2015 through March 31, 2015

**BUYER INFORMATION:** Megan Howser  
 (573) 751-1686  
[megan.howser@oa.mo.gov](mailto:megan.howser@oa.mo.gov)

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	January 1, 2011 through December 31, 2011	March 31, 2015

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.  
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.  
 Local Purchase Authority **should not** be used to purchase supplies/services included  
 in this contract unless it is determined to be in the best interest of the State of Missouri  
 for a state agency, at its own discretion, to obtain alternate services elsewhere.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's  
**Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C311010001	0426989990 2	Clean Harbors Env Serv Co 42 Longwater Dr Norwell MA 02061 Phone: (316) 269-7400 Fax: (316) 267-7455 Email: <a href="mailto:blanton.olen@cleanharbors.com">blanton.olen@cleanharbors.com</a> <a href="mailto:Lawson.shana@cleanharbors.com">Lawson.shana@cleanharbors.com</a>	No	Yes
C311010002	3514132370 2	Heritage Environmental Services Inc. 7901 W Morris St Indianapolis IN 46231 Phone: (918) 627-0412 Fax: (918) 627-2108 Email: <a href="mailto:casey.moore@heritage-enviro.com">casey.moore@heritage-enviro.com</a>	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C311010003	3638274030 0	Tradebe Treatment & Recycling LLC 4343 Kennedy Avenue East Chicago IN 46312 Phone: (219) 397-3951 Fax: (219) 397-644 Email: <a href="mailto:david.holmgreen@tradebe.com">david.holmgreen@tradebe.com</a>	No	No
C311010004	2621335220 1	PSC Environmental Services, LLC 716 Mulberry Street Kansas City MO 64101 Phone: (314) 614-2091 Fax: (618) 281-5120 / (713) 985-5444 Email: <a href="mailto:gkauffmann@pscnw.com">gkauffmann@pscnw.com</a>	<u>WBE</u> Angel Environmental PO Box 32 Kansas City MO 64034	Yes
C311010005	3642879980 2	Veolia ES Technical Solutions, LLC 7 Mobile Avenue Sauget IL 62201 Phone: (618) 271-2804 Fax: (618) 271-2986 Email: <a href="mailto:Rhusinga@onyxes.com">Rhusinga@onyxes.com</a>	<u>MBE</u> Davis Safety Supply 7800 E 24 Hwy Kansas City MO 64125  <u>WBE</u> Colt Safety 8300 Manchester Rd St Louis MO 63144	Yes

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
01/01/15 – 03/31/15	01/07/15	<b>Extended all contracts thru March 31, 2015 and changed Buyer Information on Page One from Leslie Kemna to Megan Howser.</b>
01/01/14 – 12/31/14	12/16/13	Renewed all contracts.
01/01/13 – 12/31/13	05/01/13	Renewed all contracts.
01/01/13 – 12/31/13	04/16/13	Renewed contracts. One renewal pending. Also contractor name change for Contract C311010003 from Pollution Control Industries to Tradebe Treatment & Recycling LLC.
01/01/12 – 12/31/12	01/04/12	Renewed all contracts.
01/01/11 – 12/31/11	12/15/10	Changed Buyer Information on Page One from Rebecca Brinkley to Leslie Kemna.
01/01/11 – 12/31/11	12/09/10	Initial issuance of new statewide contract.

## Instructions to State Agencies for Hazardous Waste Disposal/Recycling Services

### **1. GENERAL INSTRUCTIONS**

- 1.1 The state agency shall determine which contractor's services to utilize based on the contractor's ability to dispose/recycle the specified waste in the desired waste management method and the contractor's cost.
  - a. When the state agency requests the contractor's services, the contractor must indicate to the state agency if the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency. The contractor shall make every effort to meet the needs of the state agency and to provide personnel with the expertise required. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing and Materials Management may elect to cancel the contract.
- 1.2 If your state agency encounters any problems or has any questions, contact the buyer at the address and phone number as stated on page one of this notice.
- 1.3 The contractor's services shall include, as necessary, identification, classification, packaging, collection, manifesting, transportation, storage, registration, recordkeeping and reporting, disposal, and/or recycling of all types of waste in accordance with U.S. Department of Transportation Regulations and the Missouri Hazardous Waste Management Law and Regulations as applicable to the waste being managed.
- 1.4 All state agency requirements related to the contract are included throughout the attached document.

### **2. ROUTINE WASTE PICKUP AND DISPOSAL/RECYCLING SERVICES**

- 2.1 Initial contact to contractor(s) for services – When a state agency identifies a need for a routine waste pickup and disposal/recycling service, the state agency shall:
  - a. Schedule the day(s) pick-up will be provided.
  - b. Scheduling a time of day for services to be performed which will be mutually convenient between the contractor and the requesting state agency. Generally, the contractor's service shall be required during normal business hours (i.e., between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday). However, the requesting state agency may require services to be provided outside these parameters. Such arrangements shall be made between the contractor and the requesting state agency on a case-by-case basis. At the time services are requested, the contractor shall inform the state agency of the timeframe required for the disposal or recycling of hazardous waste.

### **3. SPECIAL PROJECTS FOR HAZARDOUS WASTE DISPOSAL/RECYCLING PROJECTS**

- 3.1 Initial contact to contractor(s) for services – When a state agency identifies a need for a waste collection and disposal/recycling project, the state agency shall provide information concerning the waste collection and disposal/recycling project to the contractor.
- 3.2 The state agency shall be responsible for the following:
  - a. Approval of the contractor's project plan and work procedures.
  - b. Scheduling of days on-site services will be performed.

- c. Scheduling a time of day for services to be performed which will be mutually convenient between the contractor and the state agency. Generally, the contractor's service shall be required during normal business hours (i.e., between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday). However, certain projects may require work to be done outside these parameters. Such arrangements shall be made between the contractor and the state agency on a case-by-case basis.
- d. Review and approval of project expenditures.
- e. Ordering additional personnel and/or services from the contractor.
- f. Determining project completion.
- g. Cessation of work for safety reasons.

#### **4. EMERGENCY HAZARDOUS WASTE DISPOSAL/RECYCLING SERVICES**

- 4.1 Initial contact to contractor(s) for services – When a state agency identifies a need for an emergency hazardous waste disposal/recycling services, the state agency shall contact the contractor for an immediate response to the needed emergency hazardous waste disposal/recycling services via telephone and follow-up with a confirmation email.

## 1. CONTRACTUAL REQUIREMENTS

### 1.1 General Requirements:

- 1.1.1 The contractor shall provide Hazardous Waste Disposal/Recycling Services for any state agency of the State of Missouri (hereinafter referred to as the state agency), in accordance with the provisions and requirements stated herein to the sole satisfaction of the state agency.
- 1.1.2 The contractor shall provide the services throughout the entire State of Missouri on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency, at its own discretion, to obtain alternate services elsewhere.
- 1.1.3 In the event multiple contracts are awarded, the state agency shall determine which contractor's services shall be utilized based on the contractor's ability to dispose/recycle the specified waste in the desired waste management method and the contractor's cost.
- 1.1.4 When the state agency requests the contractor's services, the contractor must indicate to the state agency if the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency.
- a. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing and Materials Management may elect to cancel the contract.
- 1.1.5 Cooperative Procurement Program - If the contractor has indicated agreement on **Exhibit J** with participation in the Cooperative Procurement Program, the contractor shall provide Hazardous Waste Disposal/Recycling Services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.6 The contractor's services shall include, as necessary, identification, classification, packaging, collection, manifesting, transportation, storage, registration, recordkeeping and reporting, disposal, and/or recycling of all types of waste in accordance with U.S. Department of Transportation Regulations and the Missouri Hazardous Waste Management Law and Regulations as applicable to the waste being managed.
- 1.1.7 The contractor's services shall include (1) routine collection and disposal/recycling of waste, (2) special projects for the collection and disposal/recycling of waste, and (3) if included as part of the contractor's awarded proposal, emergency collection and disposal/recycling of waste.

### 1.2 Definitions:

- 1.2.1 The contractor shall agree and understand that for purposes of this document, the following definitions shall apply.

- a. *"Waste"* shall include waste products originating from laboratories, vocational/technical classes, building and grounds maintenance, households, or other sources as specified by the state agency, and not necessarily be limited to, solid wastes, hazardous wastes, hazardous materials, hazardous substances, chemical substances, and infectious waste. The definition shall not include radioactive materials (as defined in 49 CFR 173.403), or Class A explosives (as listed in 49 CFR 172.101).
  - 1) *"Infectious waste"* shall be defined as any material which is capable of producing an infectious disease.
  - 2) For a waste to be considered infectious it must contain pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infection.
- b. *"On-site services"* shall be defined as services provided at the location designated by the state agency, for the initial identification, classification, packaging, and/or collection of waste. Transportation of waste shall not qualify as an on-site service.
- c. *"Off-site services"* are all services which do not qualify as "on-site services" as defined above. Examples of off-site services are transportation and everything necessary to temporarily store, repackage, incinerate, recycle, document, etc., the waste that is removed from the location designated by the state agency.
- d. *"Project completion"* shall be defined as that point in time at which all on-site and off-site services necessary for a particular waste collection project have been provided in accordance with all state and federal laws/regulations and specific requirements as identified by the state agency.
- e. *"Lab-packs"* are normally small containers packaged into a larger container. The small containers contain laboratory reagents and samples, hazardous materials (e.g., cleaning products, paints, solvents, automotive products, and lawn and garden chemicals), small quantities of industrial chemicals, and other wastes.
- f. *"Containers"* shall be defined as any size packaging for disposal/recycling, ranging from 5-gallon buckets to 85-gallon drums (including lab packs).
- g. *"Bulk-packing"* is the consolidation of the contents of many smaller containers into a larger container by pouring, pumping, scraping, etc., to remove the waste from its original packaging.
- h. *"Over-packing"* is the securing of a leaking and/or compromised container by placing it into a larger container for the purposes of stabilization and to comply with Department of Transportation regulations.
- i. *"Field characterization"* includes basic testing that is done on-site to help characterize a waste for proper transport and disposal/recycling. Field characterization may include analysis of pH, flammability, water solubility, or other basic field testing consistent with a HazCat Field characterization system or similar product.
- j. *"Characterization of Unknown Substance"* includes any chemical analysis that must be performed at an off-site laboratory to provide more in-depth analysis of a waste beyond field characterization that is needed for proper transport and disposal/recycling.

### **1.3 Routine, Special Projects, and Emergency Hazardous Waste Disposal/Recycling Services:**

- 1.3.1 The contractor shall collect waste from the location specified by the requesting state agency and transport and dispose/recycle the waste according to applicable state and federal regulations. The contractor's hazardous waste disposal/recycling services shall include mobilization and demobilization, preparations prior to arrival at the job site, transportation of personnel, equipment, and supplies to and from the job site, set-up and removal of necessary equipment, field characterization, lab-packing/overpacking, transportation of the hazardous waste, preparation of the manifest, decontamination of equipment, and cleanup of the job site.

**1.4 Routine Hazardous Waste Disposal/Recycling Services** – The contractor shall provide routine hazardous waste disposal/recycling services at the request of the state agency. The contractor shall agree and understand that the requesting state agency shall be responsible for scheduling the day(s) collection will be provided.

1.4.1 The contractor and the requesting state agency shall mutually agree on the time and day for pick-up.

1.4.2 Generally, the contractor's service shall be required during normal business hours (i.e., between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday). However, the requesting state agency may require services to be provided outside these parameters. Such arrangements shall be made between the contractor and the requesting state agency on a case-by-case basis.

**1.5 Special Projects for Hazardous Waste Disposal/Recycling Services:**

1.5.1 The contractor shall provide hazardous waste disposal/recycling services for special projects at the request of the state agency. The requesting state agency shall provide information concerning the hazardous waste disposal/recycling special project to the contractor.

a. The contractor shall develop a project plan in coordination with the requesting state agency which addresses the specific services the contractor shall provide.

- 1) The contractor shall include a timeframe for project completion in the project plan.
- 2) At least fourteen (14) days prior to beginning the hazardous waste disposal/recycling special project, the contractor must submit the project plan to the requesting state agency for their review and approval.
- 3) The contractor must provide services in accordance with the approved project plan.

b. In addition, the contractor shall prepare a Health and Safety Plan (HASP) for each project. The HASP plan must address unpredictable events such as fire, chemical exposure, or physical injury. The HASP plan must establish emergency procedures and address emergency medical care specific to the site. If requested by the state agency, the contractor shall submit the HASP plan to the requesting state agency for review and approval at least seventy-two (72) hours prior to project implementation.

c. If requested by the state agency, the contractor shall provide a written total estimate of the anticipated total cost based upon the information provided to the contractor from the state agency concerning the special project for the hazardous waste disposal/recycling services.

- 1) The contractor shall provide the estimate at no charge to the requesting state agency.
- 2) The contractor's total estimate shall be based on the unit prices as listed on the Pricing Page and the contractor's price list/catalog.

d. The contractor shall provide services at the site(s) specified by the requesting state agency.

e. The contractor shall agree and understand that the requesting state agency shall be responsible for the following:

- 1) Approval of the contractor's project plan and work procedures.
- 2) Scheduling the day(s) on-site services will be performed.
- 3) Scheduling a time of day for services to be performed which will be mutually convenient between the contractor and the state agency.

- 4) Generally, the contractor's service shall be required during normal business hours (i.e., between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday). However, certain projects may require work to be done outside these parameters. Such arrangements shall be made between the contractor and the state agency on a case-by-case basis.
- 5) Review and approval of project expenditures.
- 6) Ordering additional personnel and/or services from the contractor.
- 7) Determining project completion.
- 8) Cessation of work for safety reasons.

1.6 **Emergency Hazardous Waste Disposal/Recycling Services** – If the contractor provides emergency hazardous waste disposal/recycling services as specified in the contractor's awarded proposal, the contractor shall provide emergency hazardous waste disposal/recycling services at the request of the state agency. The requesting state agency shall contact the contractor for an immediate response to the needed emergency hazardous waste disposal/recycling services via telephone and follow-up with a confirmation email.

1.6.1 The contractor must respond to the requesting state agency within thirty (30) minutes of the time of contact from the requesting state agency to verify the ability of the contractor to respond as deemed necessary by the requesting state agency and to provide the requesting state agency with the contractor's estimated time of arrival to the emergency site.

1.6.2 The contractor must respond to the request for an emergency hazardous waste disposal/recycling services at any hour of the day or night, seven (7) days per week.

1.6.3 The contractor shall agree and understand that the state agency shall have the right to obtain the Emergency Hazardous Waste Disposal/Recycling services from another party as deemed in the best interest of the State of Missouri.

## 1.7 **Personnel Requirements:**

1.7.1 The contractor's technical personnel must possess the following minimum requirements:

- a. Education and training in chemistry
- b. Education and training in all applicable federal and state environmental laws and regulations to perform on-site field characterization, sampling, lab packing, labeling and placarding, manifest preparation, spill control, and cleanup,
- c. Education and training in the transportation of hazardous wastes in accordance with all applicable federal and state laws and regulations, and
- d. Hazardous Materials Technician or Hazardous Materials Specialist OSHA certification.

1.7.2 The contractor's technical personnel should possess the following minimum requirements:

- a. A Certified Hazardous Materials Manager (CHMM) certificate
- b. A Bachelor's Degree in Chemistry

1.7.3 The contractor's personnel responsible for the transport of hazardous waste must possess a Commercial Drivers License with a Hazardous Materials Endorsement.

1.7.4 The contractor's personnel must be trained in accordance with the contractor's health and safety training program. The contractor's health and safety training program must, at a minimum, satisfy the safety guidelines and regulations set forth by the Occupational Safety and Health Administration (OSHA).

## **1.8 Additional Requirements:**

1.8.1 The contractor must provide sampling and/or characterization of waste, if necessary, for the proper identification of the waste.

a. The contractor shall sufficiently perform hazardous waste characterization to qualify the waste for shipment pursuant to Missouri Hazardous Waste Law and Regulations and U.S. Department of Transportation regulations.

b. The contractor must have, and be able to implement, a procedure for characterizing "unknown" waste substances.

1.8.2 The contractor shall be responsible for providing, completing, and obtaining the signature of the requesting state agency or other authorized representative, on the Hazardous Waste Manifest for the waste prior to the waste leaving the site specified by the state agency. In addition, the contractor shall ensure that the final Hazardous Waste Manifest has been returned to the requesting state agency within thirty-five (35) calendar days after the date the waste was accepted by the contractor.

1.8.3 If requested by the state agency, the contractor shall provide lab-packing, bulk-packing, and over-packing service in addition to the transfer of wastes from storage tanks to shipping containers approved by the Department of Transportation.

1.8.4 The contractor shall report directly to the state agency's designated representative.

1.8.5 Within thirty-five (35) calendar days after the contractor accepts the hazardous waste, the contractor shall dispose of all collected hazardous waste at hazardous waste treatment, recycling, storage, or disposal facilities (also known as Treatment, Storage, and Disposal Facility (TSDF) having all required permits or at Missouri Certified Resource Recovery facilities that have approval to accept the waste.

a. In the event the TSDF does not dispose/recycle the waste or is unable to dispose/recycle the waste, the contractor shall collect the waste and transport such waste to another TSDF at no cost to the requesting state agency.

b. The contractor shall determine the most appropriate waste management method (e.g., incineration, treatment, landfill, etc.) and the TSDF for the management and final disposition of all wastes in accordance with the state agency.

c. The contractor shall maintain a current listing of TSDFs as identified on Exhibit D and shall produce such list upon request by the requesting state agency.

1.8.6 If requested by the state agency, the contractor shall provide a "Certificate of Disposal" that insures the waste was properly disposed/recycled.

1.8.7 The state agency reserves the right to cancel the requested service with a minimum of five (5) calendar days notice to the contractor unless otherwise mutually agreed upon between the state agency and the contractor.

1.8.8 The requesting state agency shall have the final authority concerning the choice and use of subcontractors, personnel, equipment, and supplies.

- 1.8.9 Unless otherwise specified by the state agency, the contractor shall furnish all labor, equipment, and materials necessary to perform services specified herein.
- 1.8.10 Liquidated Damages - The contractor shall agree and understand that the provision of the Hazardous Waste Disposal/Recycling Services in accordance with the requirements stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. In the event that the contractor fails to submit the Hazardous Waste Manifest to the state agency within thirty-five (35) calendar days after the date the waste was accepted by the contractor, the contractor shall be assessed liquidated damages in the amount of five (5) percent of the total invoiced amount for the particular hazardous waste for which the Hazardous Waste Manifest was not submitted within the allotted time.
  - b. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
  - c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
  - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

## **1.9 Invoicing and Payment Requirements:**

- 1.9.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
  - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.9.2 Invoicing and Payment – Upon receipt by the requesting state agency of the final, signed copy of the Hazardous Waste Manifest, the contractor shall submit an itemized invoice for all services provided to the requesting state agency.
- a. Mobilization and Demobilization – The contractor shall invoice and be paid for each mobilization type; (Routine, Special Project or Emergency), in accordance with the firm, fixed prices stated on the Pricing Page.

- b. Personnel - In addition to the above, the contractor shall invoice and be paid for each personnel's actual hours spent performing on-site work associated with the identification, field characterization, classification, packaging waste, including lab packing/over packing, and preparation of the manifest. The contractor shall support all personnel hours invoiced with detailed time sheets identifying the name, personnel classification, dates and actual hours. The contractor shall not invoice or be paid for (1) time spent in the contractor's office preparing reports or developing the reports required herein, (2) time spent traveling, or (3) time spent performing the mobilization/demobilization activities.
- 1) Overtime – For each hour in excess of eight (8) hours at a requesting state agency site, the contractor shall invoice and be paid for such hours at the overtime prices as stated on the Pricing Page. The contractor shall not be paid overtime for any other circumstances or situations.
  - 2) Holiday Time – The contractor shall invoice and be paid for actual hours spent at a requesting state agency site on state holidays
- c. Per Diem - The contractor shall invoice and be reimbursed for each day, each person worked at the site in accordance with the firm, fixed price per diem stated on the Pricing Page.
- 1) The per diem shall be payable only if the individual has worked at least eight (8) hours on contract activities on-site for a given day.
  - 2) The per diem is the only reimbursement due the contractor for meals, lodging, transportation, and other personnel travel related expenses.
  - 3) The contractor must have the prior written approval of the state agency for any such expenses.
  - 4) The per diem shall not exceed the Contiguous US Per Diem Rates (CONUS) found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- d. Characterizations of Unknown Hazardous Waste Substances - The contractor shall invoice and be paid for performance of each characterization of unknown hazardous waste substances in accordance with the firm, fixed prices stated on the Pricing Page.
- e. Price List/Catalog – The contractor shall identify the hazardous waste material, hazardous waste disposal recycling method, container size, and any hazardous materials services, equipment, and supplies provided.
- 1) The contractor shall be paid for such in accordance with the firm, fixed prices stated in the price list/catalog, as discounted in accordance with the firm, fixed percentage discount stated on the Pricing Page.
  - 2) If the hazardous waste material is packaged in a container size not identified within the contractor's price list/catalog, the contractor shall be paid a percentage of the firm, fixed 55 gallon drum price for such hazardous waste material, based on the percentage stated on the Pricing Page corresponding to the container size used for the packaging of the hazardous waste material.
  - 3) The contractor shall not be paid for the transportation of equipment.
- f. Items and Services Not Identified in the Price List/Catalog – The contractor shall identify any hazardous waste material, hazardous waste disposal recycling method, and any hazardous materials services, equipment, and supplies provided but not identified in the contractor's price list/catalog. The contractor shall submit a copy of all receipts and invoices for such items and services. The contractor shall be reimbursed the actual cost for such items and services plus a firm, fixed percentage over the actual cost for such items and services as stated on the Pricing Page.

- 1.9.3 The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 1.9.4 Other than the payments and reimbursements specified above, no other payment shall be made to the contractor for any reason whatsoever.

**1.10 Other Contractual Requirements:**

- 1.10.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
  - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
  - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.10.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 1.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
  - b. In addition, the contractor shall understand and agree that any renewal period increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

- 1.10.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 1.10.5 Transition: Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- a. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
- 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
  - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
  - 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 1.10.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); and (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 1.10.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity

of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any loss, damage, and/or expense related to his/her performance under the contract.

- a. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. In addition, automobile liability coverage for the operation of any motor vehicle must be maintained if the terms of the contract require any form of transportation services. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- b. The limits of liability for all types of coverage shall not be less than \$2,000,000 per occurrence.
- c. The contractor shall provide written evidence of the insurance to the state agency. Such evidence shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage.
- d. In the event the insurance coverage is canceled, the state agency must be notified immediately.

1.10.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section, 285.530 RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section, 285.530 RSMo) if the contract binding the contractor and subcontractor affirmatively states that:
  - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530 RSMo and
  - 2) Shall not henceforth be in such violation and
  - 3) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.10.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or

better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

1.10.10 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
  - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

1.10.11 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

1.10.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract

shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

- 1.10.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 1.10.14 Confidentiality: The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- a. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
  - b. The contractor shall agree that the state agency utilizing the contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. In such situations and to provide reasonable assurance of appropriate safeguards, the contractor shall be required to sign a Business Associate Agreement provided by the using state agency.
- 1.10.15 Publicity - Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity or publications.
- 1.10.16 Contractor Equipment Use:
- a. Title - Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
  - b. Liability - The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- 1.10.17 Commercial Drivers License - The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.

1.10.18 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management and the Office of Equal Opportunity (OEO) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
  - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
  - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

**1.11 Federal Funds Requirements** - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

1.11.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
- b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.

1.11.2 Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
  - b. The dollar amount of Federal funds for the project or program; and
  - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.11.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 1.11.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 1.11.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 1.11.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.11.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.11.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.11.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
  - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
  - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
  - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
  - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);

- i. Missouri Governor's E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

**PRICING PAGE**  
 (c/s code 92627)

**Mobilization and Demobilization for Routine and/or Special Projects Hazardous Waste Disposal/Recycling Services:**

<b>Line Item Number</b>	<b>Type of Mobilization and Demobilization</b>	<b>1-10 Containers</b>	<b>11-20 Containers</b>	<b>More than 20 Containers</b>
001	Routine	\$182.00 <i>Firm, Fixed Total</i>	\$182.00 <i>Firm, Fixed Total</i>	\$182.00 <i>Firm, Fixed Total</i>
002	Special Project	\$260.00 <i>Firm, Fixed Total</i>	\$364.00 <i>Firm, Fixed Total</i>	\$416.00 <i>Firm, Fixed Total</i>

**Mobilization and Demobilization for Emergency Hazardous Waste Disposal/Recycling Services:**

<b>Line Item Number</b>	<b>Type of Mobilization and Demobilization</b>	<b>1-10 Containers</b>	<b>11-20 Containers</b>	<b>More than 20 Containers</b>
003	Emergency	\$702.00 <i>Firm, Fixed Total</i>	\$780.00 <i>Firm, Fixed Total</i>	\$936.00 <i>Firm, Fixed Total</i>

**Personnel:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
004	Technical Personnel	\$62.40
005	General Laborer Personnel	\$31.20

**Overtime:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
024	Technical Personnel	\$93.60
025	General Laborer Personnel	\$46.80

**Holiday Rate:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
026	Technical Personnel	\$124.80
027	General Laborer Personnel	\$62.40

**Per Diem:**

<b>Line Item Number</b>	<b>Description</b>	<b>Firm, Fixed Price, Per Person, Per Diem</b>
006	Per Diem	\$83.20

**Characterization of Unknown Hazardous Waste Substances:**

<b>Line Item Number</b>	<b>Description</b>	<b>Firm, Fixed Price per Test</b>
<b>Testing for Quantities of 5 Gallons or Less</b>		
007	Fingerprint Analysis	\$7.28 <i>Price per Test</i>
<b>Testing for Quantities Greater than 5 Gallons</b>		
008	TCLP Volatiles	\$234.00 <i>Price per Test</i>
009	TCLP Semi-Volatiles	\$234.00 <i>Price per Test</i>
010	TCLP Pesticides/Herbicides	\$208.00 <i>Price per Test</i>
011	Analytical Testing - Flashpoint	\$26.00 <i>Price per Test</i>
012	Analytical Testing - pH	\$26.00 <i>Price per Test</i>
023	TCLP Metals	\$270.40 <i>Price per Test</i>

**Price List/Catalog Discount:**

<b>Line Item</b>	<b>Description</b>	<b>Firm, Fixed Percentage Discount</b>
013	Price List/Catalog Discount	20%

**55 Gallon Drum:**

<b>Line Item</b>	<b>Description</b>	<b>Percentage of a 55 Gallon Drum Price</b>
014	0 – 5 Gallon	30%
015	6 – 20 Gallon	60%
016	21 – 30 Gallon	75%
017	31 – 55 Gallon	100%
018	56 – 85 Gallon	145%
019	Flexbins (1 cubic yard bags/boxes)	350%
020	Under 300 Gallon Tote	500%
021	Tote	650%

**Hazardous Wastes, Equipment, and Supplies Not Identified in the Contractor's Price List/ Catalog:**

<b>Line Item Number</b>	Percentage Over Net Cost for Disposal/Recycling of hazardous waste material, hazardous waste disposal/recycling methods, container size, and hazardous materials services, equipment, and supplies not identified in the contractor's price list/ catalog	
022		10%

**PRICING PAGE**  
(c/s code 92627)

**Mobilization and Demobilization for Routine and/or Special Projects Hazardous Waste Disposal/Recycling Services:**

<b>Line Item Number</b>	<b>Type of Mobilization and Demobilization</b>	<b>1-10 Containers</b>	<b>11-20 Containers</b>	<b>More than 20 Containers</b>
001	Routine	\$275.83 <i>Firm, Fixed Total</i>	\$509.23 <i>Firm, Fixed Total</i>	\$742.63 <i>Firm, Fixed Total</i>
002	Special Project	\$275.83 <i>Firm, Fixed Total</i>	\$509.23 <i>Firm, Fixed Total</i>	\$742.63 <i>Firm, Fixed Total</i>

**Personnel:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
004	Technical Personnel	\$47.74, M-F, 8 hour day
005	General Laborer Personnel	\$27.58, M-F, 8 hour day

**Overtime:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
024	Technical Personnel	\$71.61
025	General Laborer Personnel	\$41.37

**Holiday Rate:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
026	Technical Personnel	\$95.48
027	General Laborer Personnel	\$55.16

**Per Diem:**

<b>Line Item Number</b>	<b>Description</b>	<b>Firm, Fixed Price, Per Person, Per Diem</b>
006	Per Diem	\$90.17

**Characterization of Unknown Hazardous Waste Substances:**

<b>Line Item Number</b>	<b>Description</b>	<b>Firm, Fixed Price per Test</b>
<b>Testing for Quantities of 5 Gallons or Less</b>		
007	Fingerprint Analysis	\$5.30 <i>Price per Test</i>
<b>Testing for Quantities Greater than 5 Gallons</b>		
008	TCLP Volatiles	\$150.00 <i>Price per Test</i>
009	TCLP Semi-Volatiles	\$270.00 <i>Price per Test</i>
010	TCLP Pesticides/Herbicides	\$270.00 <i>Price per Test</i>
011	Analytical Testing - Flashpoint	\$25.00 <i>Price per Test</i>
012	Analytical Testing - pH	\$10.00 <i>Price per Test</i>
023	TCLP Metals	\$147.00 <i>Price per Test</i>

**Price List/Catalog Discount:**

<b>Line Item</b>	<b>Description</b>	<b>Firm, Fixed Percentage Discount</b>
013	Price List/Catalog Discount	10%

**55 Gallon Drum:**

<b>Line Item</b>	<b>Description</b>	<b>Percentage of a 55 Gallon Drum Price</b>
014	0 – 5 Gallon	25%
015	6 – 20 Gallon	40%
016	21 – 30 Gallon	75%
017	31 – 55 Gallon	100%
018	56 – 85 Gallon	150%
019	Flexbins (1 cubic yard bags/boxes)	300%
020	Under 300 Gallon Tote	300%
021	Tote	300%

**Hazardous Wastes, Equipment, and Supplies Not Identified in the Contractor's Price List/ Catalog:**

<b>Line Item Number</b>	<b>Description</b>	<b>Percentage</b>
022	Percentage Over Net Cost for Disposal/Recycling of hazardous waste material, hazardous waste disposal/recycling methods, container size, and hazardous materials services, equipment, and supplies not identified in the contractor's price list/catalog	20%

**PRICING PAGE**  
 (c/s code 92627)

**Mobilization and Demobilization for Routine and/or Special Projects Hazardous Waste Disposal/Recycling Services:**

<b>Line Item Number</b>	<b>Type of Mobilization and Demobilization</b>	<b>1-10 Containers</b>	<b>11-20 Containers</b>	<b>More than 20 Containers</b>
001	Routine	\$175.00 <i>Firm, Fixed Total</i>	\$175.00 <i>Firm, Fixed Total</i>	\$175.00 <i>Firm, Fixed Total</i>
002	Special Project	\$340.00 <i>Firm, Fixed Total</i>	\$340.00 <i>Firm, Fixed Total</i>	\$340.00 <i>Firm, Fixed Total</i>

**Mobilization and Demobilization for Emergency Hazardous Waste Disposal/Recycling Services:**

<b>Line Item Number</b>	<b>Type of Mobilization and Demobilization</b>	<b>1-10 Containers</b>	<b>11-20 Containers</b>	<b>More than 20 Containers</b>
003	Emergency	Case By Case <i>Firm, Fixed Total</i>	Case By Case <i>Firm, Fixed Total</i>	Case By Case <i>Firm, Fixed Total</i>

**Personnel:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
004	Technical Personnel	\$44.00
005	General Laborer Personnel	\$28.00

**Overtime:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
024	Technical Personnel	\$55.00
025	General Laborer Personnel	\$39.00

**Holiday Rate:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
026	Technical Personnel	\$63.00
027	General Laborer Personnel	\$45.00

**Per Diem:**

<b>Line Item Number</b>	<b>Description</b>	<b>Firm, Fixed Price, Per Person, Per Diem</b>
006	Per Diem	\$45.00

**Characterization of Unknown Hazardous Waste Substances:**

<b>Line Item Number</b>	<b>Description</b>	<b>Firm, Fixed Price per Test</b>
<b>Testing for Quantities of 5 Gallons or Less</b>		
007	Fingerprint Analysis	\$10.00 <i>Price per Test</i>
<b>Testing for Quantities Greater than 5 Gallons</b>		
008	TCLP Volatiles	\$175.00 <i>Price per Test</i>
009	TCLP Semi-Volatiles	\$290.00 <i>Price per Test</i>
010	TCLP Pesticides/Herbicides	\$350.00 <i>Price per Test</i>
011	Analytical Testing - Flashpoint	\$60.00 <i>Price per Test</i>
012	Analytical Testing - pH	\$30.00 <i>Price per Test</i>
023	TCLP Metals	\$175.00 <i>Price per Test</i>

**Price List/Catalog Discount:**

<b>Line Item</b>	<b>Description</b>	<b>Firm, Fixed Percentage Discount</b>
013	Price List/Catalog Discount	19%

**55 Gallon Drum:**

<b>Line Item</b>	<b>Description</b>	<b>Percentage of a 55 Gallon Drum Price</b>
014	0 – 5 Gallon	30%
015	6 – 20 Gallon	60%
016	21 – 30 Gallon	75%
017	31 – 55 Gallon	100%
018	56 – 85 Gallon	145%
019	Flexbins (1 cubic yard bags/boxes)	350%
020	Under 300 Gallon Tote	500%
021	Tote	630%

**Hazardous Wastes, Equipment, and Supplies Not Identified in the Contractor's Price List/ Catalog:**

<b>Line Item Number</b>	Percentage Over Net Cost for Disposal/Recycling of hazardous waste material, hazardous waste disposal/recycling methods, container size, and hazardous materials services, equipment, and supplies not identified in the contractor's price list/ catalog	
022		17%

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**Mobilization and Demobilization for Routine and/or Special Projects Hazardous Waste Disposal/Recycling Services:**

<b>Line Item Number</b>	<b>Type of Mobilization and Demobilization</b>	<b>1-10 Containers</b>	<b>11-20 Containers</b>	<b>More than 20 Containers</b>
001	Routine	\$169.95 <i>Firm, Fixed Total</i>	\$254.40 <i>Firm, Fixed Total</i>	\$442.90* <i>Firm, Fixed Total</i>
002	Special Project	\$169.95 <i>Firm, Fixed Total</i>	\$254.40 <i>Firm, Fixed Total</i>	\$442.90* <i>Firm, Fixed Total</i>

\*Full truck load - \$1,200 (full truck load is any load over 45 x 55 gallon drums)

**Mobilization and Demobilization for Emergency Hazardous Waste Disposal/Recycling Services:**

<b>Line Item Number</b>	<b>Type of Mobilization and Demobilization</b>	<b>1-10 Containers</b>	<b>11-20 Containers</b>	<b>More than 20 Containers</b>
003	Emergency	\$231.75 <i>Firm, Fixed Total</i>	\$412.00 <i>Firm, Fixed Total</i>	\$566.50* <i>Firm, Fixed Total</i>

\*Full truck load - \$1,200 (full truck load is any load over 45 x 55 gallon drums)

**Personnel:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
004	Technical Personnel	\$49.44
005	General Laborer Personnel	\$30.90

**Overtime:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
024	Technical Personnel	\$56.65
025	General Laborer Personnel	\$41.20

**Holiday Rate:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
026	Technical Personnel	\$56.65
027	General Laborer Personnel	\$41.20

**Per Diem:**

<b>Line Item Number</b>	<b>Description</b>	<b>Firm, Fixed Price, Per Person, Per Diem</b>
006	Per Diem	\$86.52

**Characterization of Unknown Hazardous Waste Substances:**

<b>Line Item Number</b>	<b>Description</b>	<b>Firm, Fixed Price per Test</b>
<b>Testing for Quantities of 5 Gallons or Less</b>		
007	Fingerprint Analysis	\$194.67 <i>Price per Test</i>
<b>Testing for Quantities Greater than 5 Gallons</b>		
008	TCLP Volatiles	\$216.30 <i>Price per Test</i>
009	TCLP Semi-Volatiles	\$216.30 <i>Price per Test</i>
010	TCLP Pesticides/Herbicides	\$216.30 <i>Price per Test</i>
011	Analytical Testing – Flashpoint	\$43.26 <i>Price per Test</i>
012	Analytical Testing – pH	\$43.26 <i>Price per Test</i>
023	TCLP Metals	\$216.30 <i>Price per Test</i>

**Price List/Catalog Discount:**

<b>Line Item</b>	<b>Description</b>	<b>Firm, Fixed Percentage Discount</b>
013	Price List/Catalog Discount	20%

**55 Gallon Drum:**

<b>Line Item</b>	<b>Description</b>	<b>Percentage of a 55 Gallon Drum Price</b>
014	0 – 5 Gallon	35%
015	6 – 20 Gallon	50%
016	21 – 30 Gallon	75%
017	31 – 55 Gallon	100%
018	56 – 85 Gallon	150%
019	Flexbins (1 cubic yard bags/boxes)	350%
020	Under 300 Gallon Tote	350%
021	Tote	350%

**Hazardous Wastes, Equipment, and Supplies Not Identified in the Contractor's Price List/ Catalog:**

<b>Line Item Number</b>	Percentage Over Net Cost for Disposal/Recycling of hazardous waste material, hazardous waste disposal/recycling methods, container size, and hazardous materials services, equipment, and supplies not identified in the contractor's price list/ catalog	
022		15%

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**Mobilization and Demobilization for Routine and/or Special Projects Hazardous Waste Disposal/Recycling Services:**

<b>Line Item Number</b>	<b>Type of Mobilization and Demobilization</b>	<b>1-10 Containers</b>	<b>11-20 Containers</b>	<b>More than 20 Containers</b>
001	Routine	\$200.00 <i>Firm, Fixed Total</i>	\$250.00 <i>Firm, Fixed Total</i>	\$370.00 <i>Firm, Fixed Total</i>
002	Special Project	\$900.00 <i>Firm, Fixed Total</i>	\$900.00 <i>Firm, Fixed Total</i>	\$900.00 <i>Firm, Fixed Total</i>

**Mobilization and Demobilization for Emergency Hazardous Waste Disposal/Recycling Services:**

<b>Line Item Number</b>	<b>Type of Mobilization and Demobilization</b>	<b>1-10 Containers</b>	<b>11-20 Containers</b>	<b>More than 20 Containers</b>
003	Emergency	\$975.00 <i>Firm, Fixed Total</i>	\$1,350.00 <i>Firm, Fixed Total</i>	\$1,500.00 <i>Firm, Fixed Total</i>

**Personnel:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
004	Technical Personnel	\$45.00
005	General Laborer Personnel	\$38.00

**Overtime:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
024	Technical Personnel	\$45.00
025	General Laborer Personnel	\$38.00

**Holiday Rate:**

<b>Line Item Number</b>	<b>Personnel Classification</b>	<b>Firm, Fixed Price, Per Person, Per Hour</b>
026	Technical Personnel	\$50.00
027	General Laborer Personnel	\$45.00

**Per Diem:**

<b>Line Item Number</b>	<b>Description</b>	<b>Firm, Fixed Price, Per Person, Per Diem</b>
006	Per Diem	\$0.00

**Characterization of Unknown Hazardous Waste Substances:**

<b>Line Item Number</b>	<b>Description</b>	<b>Firm, Fixed Price per Test</b>
<b>Testing for Quantities of 5 Gallons or Less</b>		
007	Fingerprint Analysis	\$5.00 <i>Price per Test</i>
<b>Testing for Quantities Greater than 5 Gallons</b>		
008	TCLP Volatiles	\$178.00 <i>Price per Test</i>
009	TCLP Semi-Volatiles	\$325.00 <i>Price per Test</i>
010	TCLP Pesticides/Herbicides	\$410.00 <i>Price per Test</i>
011	Analytical Testing - Flashpoint	\$45.00 <i>Price per Test</i>
012	Analytical Testing - pH	\$11.50 <i>Price per Test</i>
023	TCLP Metals	\$150.00 <i>Price per Test</i>

**Price List/Catalog Discount:**

<b>Line Item</b>	<b>Description</b>	<b>Firm, Fixed Percentage Discount</b>
013	Price List/Catalog Discount	22%

**55 Gallon Drum:**

<b>Line Item</b>	<b>Description</b>	<b>Percentage of a 55 Gallon Drum Price</b>
014	0 – 5 Gallon	40%
015	6 – 20 Gallon	70%
016	21 – 30 Gallon	85%
017	31 – 55 Gallon	90%
018	56 – 85 Gallon	150%
019	Flexbins (1 cubic yard bags/boxes)	400%
020	Under 300 Gallon Tote	400%
021	Tote	450%

**Hazardous Wastes, Equipment, and Supplies Not Identified in the Contractor's Price List/ Catalog:**

<b>Line Item Number</b>	Percentage Over Net Cost for Disposal/Recycling of hazardous waste material, hazardous waste disposal/recycling methods, container size, and hazardous materials services, equipment, and supplies not identified in the contractor's price list/ catalog	
022		9%