Stericycle®
Healthcare Compliance Solutions

March 8, 2021

Julie Janssen
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319
(515) 240-2698
julie.janssen@iowa.gov

Dear Julie,

On behalf of Stericycle, INC, I am pleased to present you with the following proposal for regulated medical waste management services. Stericycle welcomes the challenge to contribute to the success of your plans and we appreciate this opportunity.

What has made Stericycle successful from the start is our dedication to our mission and vision. Our corporate mission is to combine integrated solutions with superior customer service to promote safety, compliance and risk management for our customers. For you, this translates to the kind of service you expect, a committed, stable partner who will ensure the ease of operations in your facility and the ecologically sound disposal of your medical waste reliably – on time and on budget. This translates to you as a long-term commitment to finding solutions that will make your business run easier, more compliant, and more efficient.

Stericycle takes pride on being the expert in the industry for one reason – because it has made our service that much more comprehensive and valuable. We remain committed to excellence, safety and regulatory compliant while providing the highest quality of medical waste disposal services available today.

Thank you for your time and consideration.

Sincerely,

Joe Sagala

Joe Sagala
Government Account Executive
Phone: 866-978-3744
Direct: 847-943-6604
Fax: 800-507-8052
Email: government@stericycle.com or jsagala@stericycle.com

People, Businesses and Communities **We protect what matters.**

Compliance Leadership

Stericycle is a global business-to-business compliance solutions company. We provide an array of highly specialized solutions serving government organizations of every size. Since our founding in 1989, we have grown from a small startup in medical waste management into a leader across a range of increasingly complex and regulated arenas, such as:

- Regulated waste management and compliance solutions
- Secure information destruction
- Environmental and sustainable solutions

Every government and municipal organization must comply with increasingly strict regulatory guidelines and quality controls in the delivery of their core businesses. Large or small, organizations can't always do it on their own. They seek out Stericycle to help them. We have the expertise and passion to take on many complicated services our clients don't always know how to do well but that ultimately make their organizations better.

200+ Treatment and Transfer Facilities in the U.S.[1]

30 Years of Experience[2]

70 Million Lbs. of Pharmaceutical Waste Safely Disposed[2]

Over 6300 Trucks in Our Dedicated Fleet[1]

1.7 Billion Lbs. of Regulated Medical Waste Safely Disposed[2]

99.7% On-Time Service[3]

Read more about our services

We protect what matters.

Stericycle®

Solutions that Improve Compliance, Safety and Sustainability

Our compliance expertise and national network of local facilities help your organization navigate through local, state and federal regulations. Our reliable services keep you compliant, your community safe and can be combined to fully streamline your medical waste stream management—protecting your financial and brand integrity.

Regulated Medical Waste Service

Protects against potential risks associated with the handling, transportation, treatment and disposal of medical waste.

Sharps Waste Solutions

Enables the safe collection and disposal of sharps through a variety of solutions that range from disposable and reusable sharps containers to mailback kits.

Hazardous and Non-Hazardous Drug Disposal Services

Provides a safe and simple way to dispose of unused medications in compliance with the Environmental Protection Agency (EPA) and Department of Transportation (DOT).

CsRx® Controlled Substance Waste Service

A safe and secure program to dispose of controlled substance waste, reducing the risk of diversion.

Seal&Send℠ Mailback Envelopes

Allows consumers to properly dispose of unused medications.

Pharmaceutical Collection Kiosk Program

Safe, reliable and anonymous outlets for consumers and ultimate end-users to dispose of their unused and/or expired drugs.

Compliance Solutions

Helps you save time and work smarter with access to HIPAA, OSHA and Coding training resources on our secure online portal, MyStericycle.com.

Health Care Hazardous Waste Service

Provides waste characterization, transportation and compliant disposal of hazardous waste, including lab packs, liquid chemicals and universal waste.

Shred-it® Secure Information Destruction

Provides secure document and e-media destruction services and helps maintain compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH).

Health Care Products

Access thousands of products including sharps containers, infection control and safety items.

For questions, RFPs, or price quotes, please contact us at
1-866-978-3744 or email us at **government@Stericycle.com**

SOURCES:
1. Stericycle data, 2016.
2. Stericycle was founded in 1989, January 2019.
3. Stericycle data, based on missed stops report for medical waste YTD through August 2018.

We protect what matters.

Stericycle®

RFB0321005019 – Collection and Disposal for Waste Management

SECTION 1 - INTRODUCTION

1.1 Bidder Instructions

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. Finally upload the document to VSS with your bid. As an option, the Bidder may print, write in responses, scan, and attach response. If this document is not attached to the bid response in VSS, the Bidder's bid may be disqualified.

1.2 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the VSS solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the VSS solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

1.3 Request for Bid (RFB) Definitions

Definitions – For the purposes of this RFB and the resulting contract, the following terms shall mean:

"Agency" means the agency identified in the VSS solicitation that is issuing the RFB and any other agency that purchases from the Contract.

"Alternative Bid" means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

"Bid" means the Bidder's bid submitted in response to the RFB.

"Bidder" means a vendor submitting a bid in response to this RFB.

"Contract" means the contract(s) entered into with the successful Bidder(s).

"Lead Agency" means the agency facilitating the procurement and establishing the Contract.

"Participating Agency" means the agency utilizing the established contract.

"Political Subdivisions" means cities, counties, and educational institutions.

"Responsible Bidder" means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder's competence and

qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

"Responsive Bid" means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by the Agency.

"RFB" means this Request for Bids and any addenda hereto.

"State" means the State of Iowa, the Agency identified in the VSS solicitation, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

1.4 Contract Term

The term of the contract will begin 04/01/2021 and end on 03/31/2024. The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to three (3) annual extensions. The resulting contract will be available to all State Agencies and political subdivisions.

1.5 Background Information

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency's and Participating Agencies' benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

The Iowa Department of Administrative Services is soliciting bids for the collection and disposal of medical waste from several Agency locations throughout the State of Iowa. There may be more than one Awarded vendor for this solicitation to provide coverage to all interested Agency locations. There is no guarantee of Agency usage. The resulting contract(s) will be available to all State Agencies and political subdivisions.

Previous Master Agreements include MA16222 Green Resource Management, MA16223 GRP, MA16224 Stericycle.

SECTION 2 – ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the VSS solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the VSS solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB through an addendum.

2.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted on Iowa VSS by the Bidder to the bid and received by the time set for the receipt of Bids.

2.5 Submission of Bids

The Agency must receive the electronic Bid on: Iowa VSS before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline. Email and faxed Bids will not be accepted.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

2.6 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See *Iowa Code Section 72.3*. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

2.7 Costs of Preparing the Bid

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

2.8 Rejection of Bids

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

2.9 Disqualification

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.10 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB

specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

2.11 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid, to verify information contained in the Bid and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Bid.

2.12 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid, the Bidder's financial stability, past or pending litigation, and other publicly available information.

2.13 Verification of Bid Contents

The content of a Bid submitted by a Bidder is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

2.14 Bid Clarification Process

The Agency reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid. The Agency will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the Agency. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Bid as non-compliant.

2.15 Disposition of Bids

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.16 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Bid be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.17 Form 22 Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S BID. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.

2.18 Copyrights

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

2.19 Release of Claims

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFB.

2.20 Bidder Presentations

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

2.21 Evaluation of Bids Submitted

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

2.22 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

2.23 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

2.24 Evaluation Criteria

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted on Iowa VSS. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award. If the apparent successful Bidder fails to negotiate and deliver an executed contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

2.26 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

2.27 Choice of Law and Forum

This RFB and the Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought in the appropriate Iowa forum.

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Bidders are responsible to determine the applicability of Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.29 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

2.30 Unit Price

If a discrepancy between the unit price and the item total exists, the unit price prevails.

2.31 Price Adjustments to Term Contract(s)

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa

Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

2.32 Registration

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:
https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

2.33 Questions and Requests for Clarification

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date **March 1, 2021 2:000 PM CT.** Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Specifications. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

3.1 Insurance

Contractor shall purchase and maintain throughout the life of this Agreement the following insurance coverage to protect themselves from all claims for bodily injury, including accidental death, personal injury and property damage arising from operations under this agreement, whether such operations be by the awarded contractor, subcontractor or by anyone else directly or indirectly employed by the awarded contractor. IN addition all statutory insurance requirements, including workman's compensation, shall be met. Limits of insurance for the awarded Limits of insurance coverage for the awarded contractor for the collection and disposal of Medical Waste as defined by this Agreement shall be as follows: 1.) Minimum of $1 million (each occurrance) for Commercial General Liability (2 million aggregate). 2.) Minimum of 3 million (each occurrance) for Public Liability and Property Damage. 3.) Minimum of 3 million (each occurrance) for Automobile Liability including MCS-90. 4.) Minimum of $3 million (5 million aggregate) for Hazmat Transport and Pollution Liability. 5.) Workman's Compensation as required by Iowa State Law.

3.2 Regulatory Compliance

Contractor must comply with all federal, state and local laws and regulations with regard to the transportation of hazardous material. The Awarded Contractor(s) shall comply with requirement contained in 49 CFR § 173.197 Regulated medical waste. The Awarded Contractor(s) and each transporter shall be properly licensed, trained and permitted as required for the transportation of medical hazardous waste.

3.3 Disposal Site Compliance

Contractor must show proof the disposal site has up to date insurance, license and or permits to operate under Federal, State and local laws and regulations whether it is owned or if the disposal is a subcontracted service.

3.4 Incinerator/Autoclave Permits

Contractor must provide copies of permits for incinerator and or autoclave.

3.5 Waste Tracking

Contractor must provide tracking reports as requested over the course of the contract that show collections to disposal data with dates, quantities and responsible staff handling the waste.

3.6 Employee Training and Background Checks

Contractor must provide employee certifications for DOT hazardous materials training, Drug Screening, Criminal Background checks and, OSHA Blood Borne Pathogen training.

3.7 Additional User/Zone Pricing

**Any new State Agency or Political Sub-division that wishes to use the resulting contract(s) will be afforded the same pricing of current users in the respective contract(s). If new user

requirements vary from any other users, then they would be provided the same discount % off the vendors regular pricing that is offered to others with similar requirements.

3.8 Site Changes

All sites will be allowed to increase or decrease the quantity of containers kept on site as their needs change at no additional cost. Pricing is based on the quantity of containers picked-up and the frequency of the pick-ups.

3.9 Contractor/Site Communication

Contractor will contact the site or sites they will service prior to the first pick-up for the Agreement to determine container quantity adjustments, pick up dates, times, specific instructions regarding where to pick-up, and will adhere to each sites rules and needs, taking into consideration their safety and security issues that must be adhered to for some sites.

3.10 Price Adjustments

Prices must be held firm during each contractual period and any price adjustments must be submitted on month prior to each renewal period and the contractor understands that any adjustment to pricing may be adjusted during the active annual contractual period, if there is a change other frequency of pick-ups or if there is a change of container size used by any contract user.

3.11 Pricing

Bidder will provide pricing for location standard pickup quantity, by line item for each site that they wish to bid on. Bidder will provide pricing for the cost of additional containers for each container size, by line item. Bidder may submit pricing for all locations they are able to service. Line pricing submitted is all inclusive of the price of collection, transportation and disposal of the Medical waste at each location and no additional charges may be submitted other than those outlined in this Agreement.

3.12 ON-CALL Pickups

Contractor will arrive at the “On-call” site within 5 days of the request unless otherwise arranged between the agency and the awarded contractor.

SECTION 4 - FORM OF BID

Instructions – Bidder is to complete the following. Fill out items with blanks. Indicate "yes" or "no" on items requesting agreement.

4.1 Bidder Information

Business Name: Stericycle, Inc.

Official Address: 2355 Waukegan Road
Bannockburn, IL 60015

Remit Address: P.O. Box 6575
Carol Stream, IL 60197

Firm's State or Foreign Country of Residence: IL

Sales contact: Joe Sagala

Telephone Number: 847-943-6604 Email: government@stericycle.com

Fax Number: 800-507-8052

Ordering contact: Customer Experience Team

Telephone Number: 866-783-7422 Email: customercare@stericycle.com

Billing contact: Cash Apps

Telephone Number: 866-783-7422 Email: cashapps@stericycle.com

Website: www.stericycle.com

4.2 Contract Terms and Conditions

The Contract(s) that the Agency expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The contract between the Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions in the VSS solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the Agency, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Bidder's objection or amendment in writing. The contract terms and conditions contained in the VSS solicitation will be incorporated into the Contract.

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the VSS solicitation being included in any contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.3 Terms and Conditions

The parties agree to comply with the terms and conditions in the VSS solicitation which are by this reference made a part of the Agreement.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.4 Terms of Pcard Acceptance

The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the following security measures:

- Bidder shall comply with the most current Payment Card Industry Data Security Standards (PCI DSS) to assure confidential card information is not compromised;
- Bidder shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- When accepting orders online, Bidder shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- When accepting orders by phone, Bidder shall send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Bidder shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Bidder shall confirm that the name of purchaser matches the name on the card;
- Bidder shall shred any documentation with credit card numbers.

For additional information, see the State of Iowa Purchasing Card Policy and Procedures Manual, or visit the State Pcard website.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.5 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating "yes", a Bidder agrees that it shall comply with that requirement throughout the full term of the resulting

Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide, if requested, specific references and/or supportive information to verify the Bidder's compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Agency reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able to comply with the Bid Requirements. If the Agency determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the Agency may disqualify the Bid. Please enter the required information on the attachment and upload the document.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.6 Bidder Experience

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation.
- List all goods and/or services similar to those sought by this solicitation that the Bidder has provided to other businesses or governmental entities.

Please see attached

4.7 Terminations, Litigation, Debarment

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.
- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.

- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.
- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

Stericycle, Inc. operates in a highly regulated industry and must deal with legal actions and regulatory inquiries or investigations from time to time that may be instituted for a variety of reasons and may eventually result in a fine or other resolution. Information concerning these issues can be found in our quarterly reports which are available on www.stericycle.com.

4.8 Bidder Reference

The Bidder shall provide the following general background information: References from three (3) previous customers or clients knowledgeable of the Bidder's performance in providing goods and/or services similar to the goods and/or services described in this solicitation and a contact person and telephone number for each reference. Please attach a document with the required information.

Please see attached

4.9 Preference

The Bidder shall provide the following general background information: For an out-of-state Bidder, Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder's residence. Enter the resident preference in the text box or indicate no preference.

Bidder's state has a preference law: **Yes** ☐ **No** ☑ **Bidder's state** _____

4.10 Open Competition

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.11 Silence of Specification

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.12 FOB Destination, Freight Prepaid

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.13 Delivery Time

Provide the expected number of days after receipt of order until delivered to the specified facility.
Expected number of days: 5 business days

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.14 Award by Either

The Iowa Department of Administrative Services reserves the right to award to the Bidder with the best overall price or to the Bidder with the best line item price.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.15 Administrative Fee

In addition to the approved discounts or prices specified in the Contract herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against this Contract. The fee shall be paid quarterly to the Iowa Department of Administrative Services, Central Procurement; Attn: Chief Operating Officer, Level 3, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.16 Criminal History and Background Information

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.17 Insurance

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder's insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of

the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

via the vendor broad form endorsement

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	$2 million $1 Million $1 Million $1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	$1 Million $1 Million
Errors and Omissions Insurance	Each Occurrence	$1 Million
Property Damage	Each Occurrence Aggregate	$1 Million $1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

4.17.1 Certificates of Coverage

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and

fulfilling all of its obligations. Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder.

4.17.2 Waiver of Subrogation Rights

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the Agency's request, immediately file a proper claim under such policy. Bidder will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Bidder shall pay to the Agency and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Bidder's receipt of such proceeds or payments.

4.17.3 Proceeds

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.18 Standard of Quality

The item(s) specified in this program by brand name are intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the Bidder to provide all technical information as to the acceptability of the alternate item(s). All products delivered shall be fully guaranteed to be free of defects, first quality no seconds or irregulars shall be accepted.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.19 Nonprofits

The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions.

Bidder has read and agrees to this section: Yes ☑ No ☐

4.20 Payment Terms

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder.

What discount will you give for payment in 15 days? N/A

What discount will you give for payment in 30 days? N/A

Bidder has read and agrees to this section: Yes ☑ No ☐

4.21 Quarterly Report

The Bidder shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Julie Janssen Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

Bidder has read and agrees to this section: Yes ☑ No ☐

4.22 Public Entities (Political Subdivisions)

The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools.

Bidder has read and agrees to this section: Yes ☑ No ☐

4.23 Firm Contract Pricing

Any contract that results from this bid will have firm pricing for one year.

Bidder has read and agrees to this section: Yes ☑ No ☐

4.24 Invoicing

All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State shall pay the Contractor monthly, within the period of time provided for by applicable State statute, after receipt of the Contractor's invoice for the goods and/or services supplied by the Contractor in the prior calendar month. The invoice will be itemized with a description goods or services provided that corresponds directly to a line item on the Contractual Agreement or Master Agreement that results from this RFB. Each line should also list the quantity, unit of measure, price per unit of measure, line item totals and invoice total. The remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

Bidder has read and agrees to this section: Yes ☑ No ☐

4.25 Best and Final Offers

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining "best and final offers." To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised Bids.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.26 Adjustments in Pricing

Adjustments in pricing shall be at the discretion of the Issuing Officer.

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer's level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- United States published indices such as the Producer Price Index or other government data will be referenced to help substantiate the Bidder's documentation. Informational Only: At the time of publishing of the IFB, one related PPI appears to be (WPU): 05310105- Natural Gas (others may exist). A link to the PPI Commodity Data is available at: https://www.bls.gov/ppi/
- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.
- During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
- During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.27 Additional Services and Locations

The State reserves the right to add additional services and location to the Contract during the life of the Contract, if it is to the best advantage to the State to do so. Services and locations only be added upon the agreement of the Department of Administrative Services, Procurement and the Contracted Supplier.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.28 Country of Origin

Bidder must be able to provide country of origin, if requested.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.29 Pricing

Pricing must include all delivery, packaging and administrative costs including, but not limited to, any US import charges associated with the product. There shall be no minimum order quantities or total order amount required from the agency, by the respondent. All bid pricing must be rounded to the nearest hundredth (0.00), US currency.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

4.30 Pricing Restrictions

Pricing restrictions shall be disclosed at the time of bid. Bidders with pricing restrictions will be taken into consideration for minimum order quantities or total order amount required from the ordering agency.

Bidder has read and agrees to this section: **Yes** ☑ **No** ☐

Attachment #1
Certification Letter
Alterations to this document are prohibited.

(Date) 3/8/2021

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to Iowa Department of Administrative Services for RFB0321005019 for Collection and Disposal for Waste Management are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence
I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.

2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.

4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.

5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment
I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax
Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Bidder is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Bidder also acknowledges that the Agency may declare the Bidder's Bid or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in additional to other remedies available to Agency.

Sincerely,

Signature

Joe Sagala Government Account Executive 3/8/2021

Name and Title of Authorized Representative **Date**

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited.

(Date) 3/8/2021

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid – Authorization to Release Information

Dear Issuing Officer:

Bidder hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to this Request for Bids (RFB).

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Bid submitted in response to RFB.

The Bidder further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Sincerely,

Signature

Joe Sagaki Government Account Executive 3/8/2021
Name and Title of Authorized Representative **Date**

Attachment #3
Form 22 – Request for Confidentiality

SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (BID) TO THE REQUEST FOR BIDS (RFB). THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. **Confidential Treatment Is Not Requested**
   A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

2. **Confidential Treatment of Information is Requested**
   A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a "Public Copy" from which the confidential information has been excised.

   Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

   The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

   Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder's request for confidentiality that does not comply with this form or a Bidder's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting the Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.

   If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder's request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested
Bidder acknowledges that bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this bid response.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid.

Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.

Stericycle, Inc.	RFB0321005019	Collection and Disposal for Waste Management
Company	RFB Number	RFB Title
[signature]	Government Account Executive	3/8/2021
Signature (required)	Title	Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed <u>ONLY</u> if Bidder is requesting confidential treatment of any information submitted in its Bid.

NOTE:

- ***<u>Completion of this Form is the sole means of requesting confidential treatment</u>*.**
- ***<u>A BIDDER MAY NOT REQUEST PRICING FOR BIDS BE HELD IN CONFIDENCE.</u>***

Completion of the Form and Agency's acceptance of Bidder's submission does not guarantee the agency will grant Bidder's request for confidentiality. The Agency may reject Bid entirely in the event Bidder requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

Please provide the information in the table below. Bidder may add additional lines if necessary or add additional pages using the same format as the table below.

RFB Section :	Bidder must cite the specific grounds in *Iowa Code Chapter 22* or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid immediately following the transmittal letter. A copy of this document shall be placed in all Bids submitted including the Public Copy.

If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder's submittal to request confidentiality or rejection of the Bid as being non-responsive.

Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.

_____	_____	_____
Company	RFB Number	RFB Title
_____	_____	_____
Signature (required)	Title	Date

March 2, 2021

To: All Potential Bidders
From: Julie Janssen, Purchasing Agent
Subject: RFB0321005019 Collection and Disposal of Medical Waste

Addendum One

Please amend the subject RFB to include answers to the following timely received questions:

Q1. Glenwood Resource Center - Are the 1500 containers for boxes or 28 gallon tubs and the 1500 are listed as just chemo waste. Is that correct? The first line says "Medical" 28 gallon tubs 26 times per year, 6 per pick up. The second line says "CHEMO" 26 times per year with 60 per pick up. I am wondering if the chemo and medical are backwards. 60 per pick up for the chemo sounds like it should be for the regular medical waste instead. Please clear this up for me.

A1. There are typically 60+ of either/or/both 28 gallon totes/30 cardboard boxes. When COVID hit, they didn't have enough of the totes to keep us supplied so they provided the 30 gallon cardboard and at times, we (both GRC and On With life) still use those. When the math is done for a 12 month cycle, it came out to an average 1500 totes/boxes (technically 1560). Bio waste and chemo is currently collected together and not separated in the counts from our current company. The chemo number is pretty minor.

Q2. Is the bid just unit prices? Last time it was based on the total price for all containers projected to be serviced per location.

A2. Provide both unit price and total price for estimated containers per Service Location

Q3. The bid is currently requesting proposals that include medical (red bag) waste and hazardous pharmaceutical waste. In reality these are two very different services that would likely involve two different vendors. Could the bid be split out for each?

A3. Per the solicitation document Section 1.5:

The Iowa Department of Administrative Services is soliciting bids for the collection and disposal of medical waste from several Agency locations throughout the State of Iowa. **There may be more than one Awarded vendor for this solicitation to provide coverage to all interested Agency locations.** There is no guarantee of Agency usage. The resulting contract(s) will be available to all State Agencies and political subdivisions.

Respond only to locations or waste you are able to provide service to.

Please acknowledge receipt of this addendum by signing in the space provided below, and <u>return this letter with your offer (do not send back separately).</u>

I hereby acknowledge receipt of this addendum.

Joe Sagala
Signature

3/8/2021
Date

Joe Sagala
Typed or Printed Name

Pricing Details for Regulated Medical Waste, Path/Chemo Waste and Non-Hazardous Pharmaceutical Waste								
Customer	**Site ID**	**Site Name**	**Address**	**City**	**State**	**Zip Code**	**Service Frequency**	**Container Sizes**
2008947	002	Cherokee Mental Health Inst	1251 W Cedar Loop	Cherokee	IA	51012	Every 8 Weeks	30/44 Gal Tub and Boxes
2009927	001	Glenwood Resource Center #91	711 S Vine St	Glenwood	IA	51534	1x Per Week	28 Gal Tub and Boxes
2024133	001	State Medical Examiners Off	2250 S Ankeny Blvd	Ankeny	IA	50023	1x Per Week	200 Gal Cart
2024258	001	Iowa DCI Crime Lab	2240 S Ankeny Blvd	Ankeny	IA	50023	Every 4 Weeks	Boxes
2038389	001	Iowa Veteran's Home	1301 Summit St	Marshalltown	IA	50158	Every 2 Weeks	200 Gal Cart
2076489	001	Iowa Med Classification Cntr	2700 Coral Ridge Ave	Coralville	IA	52241	1x Per Week	200 Gal Cart
2128038	001	Facility Maintenance Ctr	109 SE 13th St	Des Moines	IA	50319	On Call	Boxes
4041818	001	Anamosa State Penitentiary	406 N High St	Anamosa	IA	52205	Every 4 Weeks	200 Gal Cart
4042054	001	Iowa Corr Inst for Women	420 Mill St SW	Mitchellville	IA	50169	Every 4 Weeks	200 Gal Cart
4042066	001	Correctional Release Center	1203 S 60th Ave W	Newton	IA	50208	Every 8 Weeks	28 Gal Tub
4042066	002	Newton Correctional Facility	307 S 60th Ave W	Newton	IA	50208	Every 4 Weeks	28 Gal Tub
4042135	001	State Training School	3211 Edgington Ave	Eldora	IA	50627	Every 16 Weeks	28/44 Gal Tub
NEW	NEW	Clarinda Mental Health	1800 N 16th St	Clarinda	IA	51632	Every 4 Weeks	30 Gal Tub and Boxes
NEW	NEW	Fort Dodge Correctional	1550 L St	Fort Dodge	IA	50501	Every 2 Weeks	30 Gal Tub and Boxes
NEW	NEW	Iowa State Penitentiary	2111 330th Ave	Madison	IA	52627	Every 4 Weeks	30 Gal Tub and Boxes
NEW	NEW	Mental Health Institute	2777 Iowa Ave	Independence	IA	50644	Every 8 Weeks	30 Gal Tub and Boxes
NEW	NEW	Mt Pleasant Correctional	1200 E Washington	Mount Pleasant	IA	52627	On Call	30 Gal Tub and Boxes
NEW	NEW	North Central Correctional	313 Lanedale	Rockwell City	IA	50579	Every 4 Weeks	30 Gal Tub and Boxes
NEW	NEW	Woodward Resource Center	1251 334th Street	Woodward	IA	50276	Every 24 Weeks	30 Gal Tub and Boxes

Disposal Fee (Less than 96 Gal): $20.00 per container
Disposal Fee (96 or 200 Gal): $40.00 per container
Stop Charge: $100.00 per pickup

Hazardous Drug Disposal Service (HDDS) Pricing Details									
Customer	Site ID	Site Name	Address	City	State	Zip	Stops Per Year	Containers Per Year	Container Details
2038389	001	Iowa Veteran's Home	1301 Summit St	Marshalltown	IA	50158	12	60	12 - 55 Gal for Compatibles, 36 - 2 Gal Incompatibles, 12 - 1.5 Qt for P-Listed

Hazardous Drug Disposal Service (HDDS) Monthly Fee: $700.00
Additional Container Fee: $200.00
Additional Stop Fee: $700.00

Hazardous Drug Disposal Service (HDDS) Pricing				
Pickups Per Year	**Containers Per Year**	**Monthly Fee**	**Additional Container Fee**	**Additional Stop Fee**
1	3	$69.00	$200.00	$700.00
2	5	$129.00	$200.00	$700.00
3	7	$189.00	$200.00	$700.00
4	9	$239.00	$200.00	$700.00
6	13	$349.00	$200.00	$700.00
12	25	$669.00	$200.00	$700.00

Controlled Substance Waste Service (CsRx) Pricing			
Pickups Per Year	**Containers Per Year**	**Container Size**	**Monthly Fee**
3	3	1.4 Quart	$25.00
3	3	1 Gallon	$30.00
3	6	1.4 Quart	$50.00
3	6	1 Gallon	$60.00
3	9	1.4 Quart	$75.00
3	9	1 Gallon	$90.00

*HDDS and CsRx not included with Biohazardous Medical Waste Disposal Services. Services may be added upon request. HDDS is required for facilities requesting CsRx. Service frequency will be On Call and facilities must contact Stericycle to collect, transport and disposal of waste. CsRx containers are automatically shipped to the facility on an Every 16 Week frequency and must be placed inside of the HDDS containers provided for service. Standard size containers available for HDDS are 2 Gallon, 8 Gallon and 18 Gallon. HDDS monthly fees listed above are standard but may be adjusted depending on allotment of containers needed. Please see attached documents for additional information regarding these services.

Stericycle®

Hazardous Drug Disposal Service

Our customers have shared with us their need for a **SAFE, SIMPLE** and **COMPLIANT** way to dispose of pharmaceutical waste without placing an undue burden on healthcare staff. In response, Stericycle has developed the Hazardous Drug Disposal Services (HDDS) program, which is **designed specifically for smaller healthcare facilities** like dental offices, veterinary clinics, private practices, nursing homes and assisted living facilities, and urgent care/community medical clinics.

Your Hazardous Drug Disposal Service allows you to be:

SAFE — Train and educate your staff…using Stericycle's MyStericycle.com online training portal and supplementary guidance documents ensure that staff are well-versed in regulatory requirements and proper handling procedures

SIMPLE — Package almost all pharmaceutical waste into one container**

COMPLIANT — Comply with EPA, DOT, and state/local regulations for the disposal of non-narcotic pharmaceutical waste

FLEXIBLE — Choose the number of Rx containers, and service frequency you need

AFFORDABLE — Budget for pharmaceutical waste disposal…The HDDS program is a flat monthly fee, which makes budgeting simple and easy

***DEA Controlled Substances are prohibited, and incompatible waste must be segregated.*

1 IDENTIFY

Complete the hazardous waste identification checklist and sign the HDDS agreement.

2 EDUCATE

Complete the online waste segregation training via MyStericycle.com.

3 ACCUMULATE

Stage containers in your facility and begin accumulating your pharmaceutical waste.

4 DISPOSE

The waste will be picked up according to your preferred schedule

Call your Stericycle Representative to learn about proper waste segregation and how Stericycle's Hazardous Drug Disposal Service can help you do your part for the environment.

Stericycle

866-783-7422

STC_SQHDDSSLK_0117

To schedule a pickup, log in to mystericycle.com or call **866-783-7422.**

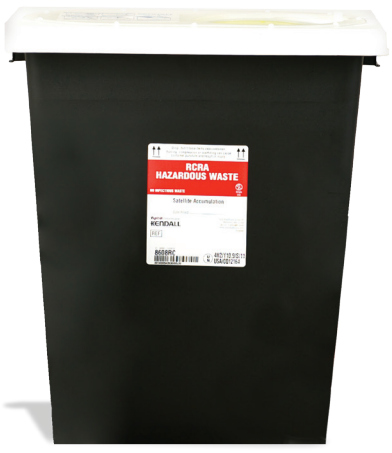
Hazardous Drug Disposal Service

Hazardous Drug Disposal
CONTAINERS

PUT THESE IN THE COMPATIBLE CONTAINER

Majority of your Pharmaceutical Waste

Pharmaceutical items that can be placed together in the same container for disposal without risk of chemical reaction



PUT THESE IN AN INCOMPATIBLE CONTAINER

(Only ONE class of Incompatible Waste per Container.)

Aerosols
(Examples: inhalers, Hurricane)

Oxidizers
(Example: silver nitrate)

Corrosives
(Examples: aluminum chloride, unused ammonia inhalants)

Collodion/Nitrocellulose
(Examples: wart removers)

PUT THESE IN THE P-LISTED CONTAINER

Coumadin/Warfarin /Jantoven

Nicotine Patches, Lozenges & Gums

Physostigmine, Physostigmine Salicylate

Epinephrine salts (CT, WA)

Nitroglycerin, medical-grade
(CT, HI, ME, MI)

Wrappers of all P-Listed waste

Arsenic Trioxide/Trisenox
(must be placed in its own container)

DON'T PUT THESE IN THE CONTAINERS

- Garbage
- Controlled Substances*
- Red Bag Medical Waste (non-sharps regulated medical waste)
- Hazardous and Chemical Waste
- Fluorescein
- Fixatives and Preservatives
- Radioactive Waste
- Batteries of Any Type

Order more sharps containers, red bags, liners, and waste supplies at mystericycle.com.

*Please follow all federal, state, and local regulations.

We protect what matters.

Stericycle®

Stericycle®

Hazardous Drug Disposal Service

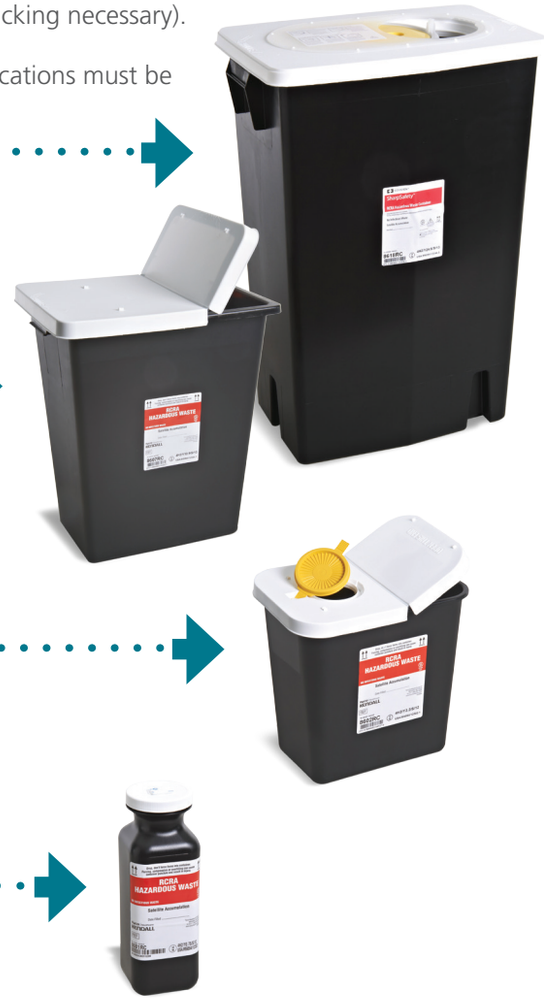
Container Guide

As part of your Rx Affiliate Service, your RCRA containers are included!

The Rx Affiliate Service uses a single-container approach to managing pharmaceutical waste. This means that most all pharmaceuticals, compatibale hazardous and non-hazardous alike, can be placed into a single container.*

All containers are DOT rated to transport hazardous waste (no over-packing necessary).

Containers are not designed for free-flowing liquids -- any liquid medications must be contained within a bottle, vial, or other inner packaging.



18 Gallon Slide Top Container

26" H x 12.75" D x 18.25" W — Item# 8618RC-P

Used for compatible waste

8 Gallon Hinge Top Container

17.75" H x 11" D x 15.5" W — Item# 8607RC-P

Used for compatible waste

2 Gallon Hinge Top with Port Container

10" H x 7.25" D x 10.5" W — Item# 8602RC-P

Used for incompatible waste

1.5 Quart Screw Top Container

10" H x 3.5" D x 3.5" W — Item# 8601RC

Used for P-Listed waste

For more information on these black containers, search by the **item number** on **Stericycle.com/store**

*There are some exceptions: DOT incompatibles such as aerosols and P-Listed wastes such as warfarin and nicotine must be segregated. DEA controlled substances are prohibited in all black containers.

To schedule a pick-up or for more information on this service please call **866-783-7422**

Stericycle®

Hazardous Drug Disposal Service

Hazardous Drug Disposal Frequently Asked Questions

Q What are my facility's responsibilities pertaining to drug disposal?

A: The U.S. Environmental Protection Agency (EPA) requires all businesses to evaluate waste materials prior to disposal in order to determine whether they are regulated as hazardous waste under the Resource Conservation and Recovery Act (RCRA). This requirement extends to waste pharmaceuticals being disposed of by healthcare facilities. This process of evaluation and analysis is often referred to as "waste characterization".

Q If RCRA is not a new law, why do I need to do this now?

A: Studies conducted by institutions such as the US Geological Survey have shown pharmaceutical contaminants in our rivers, streams and ground water across the country, the effects of which we are continuing to see in our environment and aquatic life today. Since those studies were done, the EPA has taken a closer look at regulating and enforcing pharmaceutical waste disposal in hospitals and acute healthcare facilities.

In 2015 the EPA proposed a tailored, sector-specific set of regulations for the management of hazardous waste pharmaceuticals by healthcare facilities. This rule will provide updated Standards to ensure that the management of hazardous waste pharmaceuticals is safe and workable within the healthcare setting. Until then, pharmaceuticals that already constitute EPA hazardous wastes are presently covered under existing EPA regulations and must be disposed of in compliance with those regulations.

Q Why can't we continue putting pharmaceutical waste in the red bag and sharps containers?

A: Unless state regulations specify otherwise, only pharmaceuticals identified as "blood products" or "live vaccines" are to be disposed of as regulated medical waste. Disposal of RCRA hazardous pharmaceutical waste as "regulated medical waste" is in violation of both EPA and DOT regulations.

Stericycle's Waste Acceptance Policy does not allow for pharmaceuticals to be commingled with either sharps or soft ("red bag") waste. If pharmaceuticals are treated in the same manner as infectious waste, they can ultimately get into our water supply. The only way to ensure this does not happen is to treat them properly as a chemical waste. In doing so, we can continue to safeguard the environment from the adverse effects of pharmaceuticals.

Q Why can't we put all pharmaceutical waste in one container?

A: First, the vast majority of pharmaceutical waste will go into one container – the black compatible pharmaceutical waste container.

Second, there are US EPA regulations that prohibit the combining of "non-compatible" waste in containers with "compatible" waste. These "non-compatible" drugs are hazardous, and if placed in the same containers with other drugs, could cause dangerous chemical reactions including explosion.

Third, there are DOT shipment regulations. Hazardous waste shipments must be defined by specific US DOT waste stream definitions, and can't be combined into one container. This is to minimize problems and protect first responders if there is an accidental spill on public roads.

Q Why can't I just send the pharmaceutical waste to my pharmaceutical returns reverse distributor?

A: Shipment of pharmaceutical waste – especially RCRA hazardous waste – as product, is a violation of EPA and DOT regulations.

Since pharmaceutical waste is in a condition that doesn't meet pharmaceutical manufacturers' returns policies, it has no value and thus it is waste. According to EPA regulations, to receive pharmaceutical waste a reverse distribution facility must be an EPA permitted Waste Transfer, Storage & Disposal facility. (There are separate TSD permits for receipt of hazardous and non-hazardous waste.)

Q Why can't liquid pharmaceuticals and IV's be poured down the drain?

A: The Clean Water Act prohibits the disposal of RCRA hazardous waste via Publicly Owned Treatment Works (POTW).

Local POTW's - water treatment systems - determine what can and cannot be disposed of down the drain based upon their system's capabilities.

Q What training do I need to give my staff?

A: With Stericycle's Hazardous Drug Disposal Service we offer all the required training on Mystericycle.com 24/7 so you and your employees can remain safe and in compliance.

Pharmaceutical Waste Disposal Training: Training for employees on proper use and management of the supplied pharmaceutical waste containers.

DOT Training (49 CFR §172.702 & §172.704): Employees who perform certain functions related to the transport of hazardous materials must be trained in accordance with 49 CFR Subpart H (§172.702 and §172.704).

Q Why do I have to collect wrappers and containers from certain types of drugs such as Coumadin (warfarin), nicotine patches, etc.?

A: Certain wastes are considered acutely toxic to the environment, the EPA lists these wastes on the "P-list" in their regulations. One of the caveats for properly collecting and managing P-listed waste is that containers and residues must also be collected and managed as P-listed waste; they can't be thrown in the garbage. Some pharmaceuticals such as Coumadin and Nicotine products contain chemicals on this list (warfarin and nicotine) and thus the packaging from these items must be collected and managed as hazardous waste.

Q What are the accumulation limits for hazardous wastes?*

A: Conditionally Exempt Small Quantity Generators (CESQGs) are facilities that generate less than 220 pounds of hazardous waste per month or less than 220 pounds of spill residue per month. Small Quantity Generators (SQGs) are facilities that generate between 220 and 2200 pounds of the same materials. CESQGs and SQGs cannot accumulate more than 2.2 pounds of P-listed waste on-site at any given time. A CESQG facility cannot accumulate onsite more than 2,200 pounds of non-acute hazardous waste at any one time prior to disposal. If this happens, the facility must then follow all the requirements of a SQG. A SQG facility cannot accumulate more than 13,200 pounds of similar material. Please note that a shipment of 2.2 pounds or more of a P listed waste can cause your facility to be classified as a Large Quantity Generator (LQG). The burden of proof falls on the generator.

Q What are the permit requirements for hazardous waste haulers?

A: Your hazardous waste hauler should transport the hazardous waste to a permitted treatment, storage and disposal facility (TSDF). Ensuring that your current vendor is permitted to transport hazardous waste means you have a solution that safely and compliantly handles your hazardous waste.

Q How do I properly dispose of controlled substances?

A: **For your facility:** Controlled substance waste generated on your site is not accepted in our containers. We do have a solution for you through our Environmental Solutions division who can be reached at www.stericycleenvironmental.com.

For your patients: As an additional benefit to your patients, you can provide them one of our Seal & Send envelopes for any extra or expired controlled prescriptions. The patient simply puts their controlled prescription in an envelope (up to 8 oz.) and sends it back via USPS.

For more information visit **Stericycle.com/compliance/pharmaceutical-disposal** or call **877-787-0375**

*To learn more about EPA's Federal Requirements please visit: http://www2.epa.gov/hwgenerators/hazardous-waste-generator-regulatory-summary

Be sure to check your state regulatory requirements as well.

Hazardous Drug Disposal Service

Pharmaceutical Waste Identification Checklist

The U.S. Environmental Protection Agency (EPA) requires all businesses to evaluate waste materials prior to disposal in order to determine whether they are regulated as hazardous waste under the Resource Conservation and Recovery Act (RCRA). This requirement extends to waste pharmaceuticals being disposed of by healthcare facilities. This process of evaluation and analysis is often referred to as "waste characterization."

Stericycle has developed this checklist to assist generators with waste characterization. The following questions ask about varying types of procedures and categories of medication where hazardous pharmaceutical wastes are typically found. As always, you should refer to your state or local regulatory organization's requirements to determine the best solution for you facility's specific needs. State or local regulations may be different or more stringent than federal EPA requirements.

SECTION 1 – Identifying Compatible Pharmaceutical Waste

CHECK ANY OF THE FOLLOWING THAT APPLY TO YOU:

1. ☐ Do you **vaccinate** patients on-site?
2. ☐ Do you supply medications to **treat diabetes**?
3. ☐ Do you treat cardiological emergencies on-site (e.g. **heart attacks**)?
4. ☐ Do you perform procedures requiring the use of **anesthesia**, either topical or otherwise?
5. ☐ Do you supply medications to treat **blood pressure or long-term heart ailments**?
6. ☐ Do you administer **chemotherapy**?
7. ☐ Do you treat skin ailments or supply **dermatology medications** including lice or dandruff treatments?
8. ☐ Do you perform ophthalmological procedures or supply eye medications such as **eyedrops or ointment**?
9. ☐ Do you supply or administer **multivitamins** (nasal/oral/injectable)?
10. ☐ Do you ever need to dispose of **unopened alcohol pads or swabs***?

* Customers who only have alcohol pads or swabs do not qualify for Stericycle's Hazardous Drug Disposal Service.

SECTION 2 – Identifying P-Listed Pharmaceutical Waste

P-listed hazardous waste, also known as "acutely hazardous waste," is subject to a special set of EPA regulatory requirements due to its high toxicity to human health and the environment. To avoid being considered a Large Quantity Generator (LQG), P-listed pharmaceutical waste should be collected separately from other pharmaceutical waste and monitored so that the total amount on-site does not exceed 2.2 pounds.

DO YOU SUPPLY OR HAVE ON-SITE ANY OF THE FOLLOWING MEDICATIONS?

- ☐ Arsenic Trioxide/Trisenox
- ☐ Coumadin/Jantoven/Warfarin
- ☐ Nicotine Patches, Lozenges & Gums
- ☐ Physostigmine, Physostigmine Salicylate
- ☐ Epinephrine salts (CT, WA only)
- ☐ Nitroglycerin, medical-grade (CT, HI, ME, MI only)

SECTION 3 – Identifying Incompatible Pharmaceutical Waste

A small number of medications, known as "incompatible" pharmaceutical waste, must be collected and transported in their own containers, per current DOT requirements, separate from compatible waste and from one another, to prevent a chemical reaction from occurring. **Please note that each category listed below requires its own container, separate from all other pharmaceutical waste.**

HAVE YOU EVER HAD TO DISPOSE OF ANY OF THE FOLLOWING MEDICATIONS?

- ☐ **Aerosols** (includes asthma inhalers and anesthetic aerosols)
- ☐ **Collodion/Nitrocellulose** (includes New Skin, wart removers)
- ☐ **Corrosives** (includes aluminum chloride injections, Tri-Chlor, unused ammonia inhalants, cupric/copper/chromium chloride, hydroxyzine hydrochloride, L-Cysteine, lactic acid, Pyridoxine HCL injection, Sporanox)
- ☐ **Oxidizers** (includes unused Silver Nitrate sticks/applicators, Arzol Silver Nitrate, Amyl Nitrate, Cyanide Antidote kits)

SECTION 4 – Estimating Pharmaceutical Waste Volume

Pharmaceutical Waste would be any expired drugs, partially used drugs, or other drugs that cannot be administered for any reason. If your office put all of its pharmaceutical waste in an 8-gallon container (which would fit under an office desk), approximately how long would it take to fill the container?

☐ 1 month or less ☐ 2 months ☐ 3 months ☐ 4-6 months ☐ 7-12 months

If your facility stocks any of the P-listed items listed in section 2, do you estimate the total quantity of these items that your facility needs to dispose of on a monthly basis to be more than 2.2 pounds or less than 2.2 pounds? (Note: 2.2 pounds is the approximate weight of a full quart of milk.)

☐ More than 2.2 pounds ☐ Less than 2.2 pounds

NOTE: CESQGs are facilities that generate less than 220 pounds of hazardous waste per month or less than 220 pounds of spill residue per month. SQGs are facilities that generate between 220 and 2200 pounds of the same materials. CESQGs and SQGs cannot accumulate more than 2.2 pounds of P-listed waste on-site at any given time. A CESQG facility cannot accumulate onsite more than 2,200 pounds of non-acute hazardous waste at any one time prior to disposal. If this happens, the facility must then follow all the requirements of a SQG. A SQG facility cannot accumulate more than 13,200 pounds of similar material. Please note that a shipment of 2.2 pounds or more of a P listed waste can cause you to become a Large Quantity Generator (LQG).

SECTION 5 – Definition of Acceptable Pharmaceutical Waste

YES, I certify that these containers will be used only for collection of RCRA hazardous and non-hazardous pharmaceutical waste. I certify that no DEA controlled substances, infectious or regulated medical wastes (RMW) or non-pharmaceutical wastes of any kind will be included in these containers. I certify that I will collect my incompatible pharmaceutical waste separately from my compatible pharmaceutical waste. I agree to place only wastes conforming to these descriptions into these containers. I agree that the current amount of pharmaceutical waste generated at my facility each month is less than 220 pounds and that the current amount of P-listed waste generated at my facility each month is less than 2.2 pounds. I agree to inform my Stericycle representative in the future in the event that there is a change to any of the information provided on this document.

Name: _____ Signature: _____ Position/Title: _____

Date: _____ Phone: _____ Fax: _____ Email: _____

System Name/Affiliation: _____

Facility Name: _____ Facility Address: _____

Facility City/State/Zip: _____

Customer Number: _____ Site ID: _____

Please return to: Joe Sagala **Fax / Email:** 888-352-2816/jsagala@stericycle.com

Stericycle®
Healthcare Compliance Solutions

REFERENCES

1. East Carolina University
200 East 1st Street
Bldg 141
Greenville, NC 27858
Service: January 2000-Present
Tim Daughtry – daughtry@ecu.edu
Phone: 252-328-1006

2. West Virginia University
1 Waterfront Place
Morgantown, WV 26506
Service: July 2016-Present
Harry Youdell – harry.youdell@mail.wvu.edu
Phone: 304-293-7008

3. Wisconsin Department of Corrections
3099 E Washington Ave
Madison, WI 53707
Service: July 2018-Present
Edward Bradley – edward.bradley@wisconsin.gov
Phone: 608-240-5572

Company Overview

Stericycle, Inc. is an international, integrated service corporation that provides comprehensive, environmentally responsible, and cost-effective management of regulated waste for a variety of customers in the healthcare, pharmaceutical, and related industries. Founded in 1989, we are the world's leading provider of regulated waste management services, currently servicing over 465,000 customers in the United States, the United Kingdom, Mexico, Puerto Rico, Canada, Ireland, Argentina, Chile, and Romania. Our six most senior executives collectively have over 150 years of management experience in the health care, consumer, and waste management industries – our leadership and experience is second-to-none.

Stericycle has the **infrastructure, experience, and track record in developing and launching custom, multi-country solutions**. In addition, Stericycle tailors programs to meet the demands of large waste generators such as hospitals, research laboratories, and pharmaceutical companies offering institutional medical waste management and consulting services; Bio Systems™ sharps management services; a variety of products and services for infection control; and our regulated returns management services for expired or recalled health care products. For small waste generators such as physician offices and clinics, we also offer our Steri•Safe® OSHA compliance program, which includes regulated medical waste treatment and disposal; HIPAA compliance programs; a variety of products and services for infection control; and pharmaceutical returns services for expired or recalled pharmaceuticals.

Reliability

With over 7,000 employees, more than 1,000 medical waste transportation vehicles, and a network of over 200 Stericycle-owned and operated collection, transfer, and treatment facilities in the U.S., Stericycle is equipped with the back-up resources necessary to ensure uninterrupted service. What this means for our customers is that they avoid service interruptions due to equipment maintenance or failure; due to natural disaster; or due to problems with subcontractors. In the event of facility shutdown or unforeseen disaster, Stericycle's network is equipped to seamlessly divert waste to alternate sites for treatment. We can handle all of our customers' regulated waste disposal needs for the long term, thereby insuring the investment made in a business relationship with us today.

License/Permit

Stericycle currently maintains appropriate federal, state, and local permits and licenses for transporting and the destruction of medical waste. If at any anytime you are looking to obtain any permit/license copies we have a staff of Customer Service representatives that will be more than happy to provide any necessary documentation.

Technology and Innovation

Stericycle was founded on the belief that there was a need for safe, secure, and environmentally responsible management of regulated waste. Through over 150 strategic acquisitions, Stericycle has expanded both our breadth of service and expertise in regulated waste management. We are consistently seeking to advance the industry by developing new technologies and improved products that expand the frontiers of medical waste management and compliance services. Our customers are assured that their regulated waste is treated and disposed of quickly, safely, and economically with the best practices furnished by the recognized leader in the industry.

Our Commitment

Our customers deserve the personal customer-focused service similar to what they might receive from the local businesses right next door in their community, but they should not have to worry about their vendors' financial viability, capacity to keep up with growth and change, or ability to stay on top of ever-changing regulations. Our corporate mission is to combine integrated solutions with superior customer service to promote safety, compliance and risk management for our customers. Stericycle has been in operation for 25 years. Our annual revenues are $3 billion, and we have a team of over 35 environmental safety and health experts on staff. For Stericycle customers, this translates to the world-class service they expect from a committed, stable partner who will ensure the ecologically sound disposal of their regulated waste reliably, compliantly, on time, and on budget.

The proper management of medical waste is highly regulated by many agencies. As regulations from OSHA, DOT, EPA, and a host of other agencies become more rigid, fines for non-compliance, and risk of negative publicity due to waste incidents continue to rise.

Why choose Stericycle, Inc.?

Stericycle's industry leading, forward-thinking, and comprehensive infection control and compliance programs protect people and reduce risk. We aim to provide you with the most cost effective, comprehensive, safe, and responsible regulated medical waste service anywhere in the world. There are many advantages to working with the market leader in the industry:

- Stericycle provides **safe, cost-effective, convenient, and customizable methods** for medical waste and sharps disposal.
- Stericycle's **financial strength** allows us *to properly and compliantly manage your waste once it has left your facility,* and you won't have to worry about whether or not we will be around in the future to back up our promise.
- Our highly **qualified team of Environmental Safety and Health professionals** is dedicated to compliance, and Stericycle *customers are able to take full advantage of the extensive knowledge and experience* these folks bring to the table.
- Stericycle, Inc. has a **strong track record of success**, and we continue to *expand our services to meet the needs of our healthcare customers.*
- Our extensive **global network** of transportation, collection, transfer, and treatment facilities *ensures seamless and uninterrupted service*.
- Our commitment to **premier customer service** is unsurpassed in the industry. We will do what it takes to *ensure you are receiving the best service* by anyone, anywhere.
- We continue to **invest in the development of advanced systems and technologies**, and we set the standard for environmental responsibility.

Offeror Qualifications

Medical Waste Program

Stericycle medical waste program proposal eliminates many issues associated with waste disposal - the hassle of juggling multiple vendors for medical waste disposal, worries about staff and patient safety, and concerns regarding regulatory compliance. Stericycle's program aims to replace those headaches with peace of mind. You will know its medical waste is handled safely, responsibly, consistently, and economically - with full documentation of every step.

The consistent services and protocols Stericycle has developed guarantees you a closed-loop system - one without any gaps that could compromise compliance. From packaging and collection to transportation tracking, documenting, treatment, and disposal, we have designed every stage of the process to make medical waste essentially a non-issue for you.

Supplies/Packaging

Stericycle includes medical waste transportation containers and biohazard liners that are DOT (Department of Transportation) compliant, which eliminates risk of incurring fines. All reusable containers are thoroughly cleaned and sanitized using EPA registered disinfectants, and the Stericycle technicians who perform the cleaning receive rigorous training to ensure cleanliness and safety. To help ensure your staff packages waste in compliance with all regulations, Stericycle provides training and printed materials for your environmental services staff on the proper use of our supplies and packaging. Additional training will be provided at your request, and at no additional charge, as needed to address any compliance issues. This not only greatly reduces your risk of non-compliance, but it also improves your staff and patient safety.

Collection

The Stericycle driver who collects waste will always be uniformed, clean, and professional. When patients and staff see the Stericycle representative, it creates the right image. When you see us on your dock or in your facility, you will know who we are and why we are there, improving confidence in security and safety. The Stericycle representative, by his professional appearance and attitude, let's all involved know that you take the issue of medical waste disposal seriously. When medical waste is not picked up on time, it backs up. That means overflowing containers, difficulty disposing into already full containers, and an overall unsafe working environment. An inspection under such conditions could result in Joint Commission RFI's or unnecessary fines from regulatory agencies. Your Major Account Executive will work with you to coordinate a collection schedule that will meet your facility's needs. Stericycle's track record of reliability alleviates any concerns about waste backing up as a result of untimely service.

Transportation

When outsourcing your medical waste handling, you need to be confident that your vendor will meet or exceed risk management standards as well as all governmental regulations. Our Environmental Safety and Health Department sets the highest standards of training and quality control. The Stericycle transportation vehicles that service your facility must pass routine safety inspections. They always have the appropriate licensure, permits, and insurance; and documentation is always readily available to you. All Stericycle drivers and receive OSHA bloodborne pathogen, DOT Hazardous materials safety and awareness, emergency preparedness, and other ongoing training. In addition, Stericycle requires all drivers to pass drug screens and to have regular physicals. All these things ensure the highest levels of compliance, and the least amount of risk.

Treatment and Disposal

With Stericycle, your treatment and disposal will always be environmentally responsible, government-approved, and fully compliant. We use both non-incineration, or alternative, and incineration technologies to treat medical waste. Since our founding in 1989, we have championed the development and use of non-incineration treatment technologies such as our ETD process. Stericycle utilizes the following treatment technologies to treat medical waste depending on the type of waste and state requirements for the treatment of regulated medical waste:

- Autoclaving: Autoclaving treats medical waste with steam at high temperature and pressure to kill pathogens. Some landfill operators may not accept regulated waste that is recognizable; therefore autoclaving may be combined with a shredding or grinding process to render the waste unrecognizable.
- ETD (Electro Thermal Deactivation): Our patented ETD process includes a system for grinding medical waste, which can reduce the overall volume of the waste up to 85 percent. After grinding, ETD uses an oscillating field of low-frequency radio waves to heat regulated waste to temperatures that destroy pathogens such as viruses, bacteria, fungi, and yeast without melting plastic content from the waste. The treated plastics may be recovered and recycled. ETD produces no regulated air or water emissions.
- Incineration: Incineration burned regulated waste at elevated temperatures and reduces it to ash. Incineration reduces the volume of waste, and it is the recommended treatment option for certain types of regulated waste such as anatomical waste or residues from chemotherapy treatments.
- Chem-Clav: Chemclaving treats medical waste using high heat, pressure, and a stem auger to kill pathogens. The waste is treated in a sealed container while the auger shreds the waste, making it unrecognizable and exposing more surface area of the waste to the steam. Shredding also reduces the overall volume of the waste.

If a vendor has only one treatment facility and the facility is at capacity or down for repair or maintenance, that vendor must either subcontract the treatment of your waste to a third party, or they must hold your waste until the facility is running again. You run the risk of having your waste back up, and your regulatory compliance is compromised. guaranteed adequate capacity at Stericycle's treatment sites because we own our own facilities, and we have a national network of over 200 collection/transfer and treatment facilities in case of outages.

Tracking and Documentation

Using our exclusive tracking method, BioTrack, we document every movement of your medical waste. Each container collected has a unique bar-coded label. This bar code allows us to track every detail of every container that is collected from any of site locations. This detail includes type of container, weight of each container, type of waste, and a precise time that the container was scanned at collection, transfer, and destruction. Stericycle has several reporting options through our reporting system. Customers may request Container Detail Reports that show weights of containers, pick-up dates, date of destruction, number of pick-ups in a selected time period, container size, number of containers, and manifest number. This report may be programmed to run on a frequency of each customer's needs. The information in the report is available in an excel spreadsheet and can be pulled to include one or multiple locations. Stericycle's system can also generate highly customized reports at a customer's request. If there is a report, more than likely, Stericycle can provide it.

How can we control exposure to bloodborne pathogens?

Prevention is the best course against exposure to bloodborne pathogens. There is much that can be done to minimize or eliminate our exposure potential.

One of the first steps in prevention is maintaining an Exposure Control Plan (ECP). This ECP has been written to comply with requirements contained in federal OSHA's Bloodborne Pathogens Standard, 29 CFR 1910.1030 (and California OSHA's Safety Order 5193).

The Bloodborne Pathogens Standard applies to all workers who may have occupational exposures to blood or other potentially infectious materials.

The Standard specifically lists the following other potentially infectious materials (OPIM):

- The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids
- Any unfixed tissue or organ (other than intact skin) from a human (living or dead)
- HIV-containing cell or tissue cultures, organ cultures, and HIV- or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.

Those employees who have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.

The ECP is a key element in the protection of our employees, and at the same time it also assists our facility in ensuring compliance with the OSHA Standard. This ECP includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including
    - Universal Precautions/Standard Precautions
    - Engineering controls and work practice controls
    - Personal Protective Equipment
    - Housekeeping
    - Hepatitis B immunization
    - Post-exposure evaluation and follow-up
    - Communicating potential hazards
    - Keeping records
    - Evaluation of incidents
    - Annual review of safer medical devices and procedures
    - Involving employees
    - Establishing a Sharps Injury Log

The information that follows will serve for creating an ECP for all general healthcare facilities.

For HIV, HBV, and HCV Research Laboratories and Production Facilities, however, the Bloodborne Pathogens Standard requires additional precautions and requirements. If your facility falls into that category, be sure to contact Stericycle for further information.

Standard Precautions

Subsequent to OSHA's inclusion of the practice of Universal Precautions into the Bloodborne Pathogens Standard, a higher level of precautions, called Standard Precautions, was introduced by the Centers for Disease Control and Prevention. The practice of Standard Precautions combines the major features of Universal Precautions (UP) and Body Substance Isolation (BSI) and are based on the principle that blood, body fluids, secretions, non-intact skin, mucous membranes, and excretions except sweat, may contain transmissible infectious agents. Standard Precautions are to be used on ALL patients, regardless of their diagnosis or presumed infectious status, when coming into contact (or risk of contact) with any of the following: (1) blood, (2) all body fluids, secretions and excretions, (3) non-intact skin, or (4) mucous membranes.

Further precautions categories have been implemented as noted:

Precautions Categories

1. Tier I - Standard Precautions

The precaution levels indicated below will be implemented whenever conditions warrant.

2. Tier II - Transmission Based Precautions Isolation Categories
    a. Contact Precautions
    b. Airborne Precautions
    c. Droplet Precautions
    d. Combination of Isolation Precautions

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
540 W. MADISON
CHICAGO, IL 60661
Attn: Chicago.CertRequest@marsh.com Fax:212-948-0770

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : Greenwich Insurance Company	22322
INSURER C : XL Insurance America, Inc.	24554
INSURER D : ACE Property and Casualty Insurance Company	20699
INSURER E : XL Specialty Insurance Company	37885
INSURER F : Allied World Assurance Company	19489

INSURED
Stericycle, Inc.
2355 Waukegan Road
Bannockburn, IL 60015

COVERAGES **CERTIFICATE NUMBER:** CHI-009519387-02 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC [ ] OTHER:			EG 1932356	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 25,000 1,000,000 2,000,000 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			RAD943783303	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XEU G71809717 001	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RWD9435489-03 (AOS) RWR943549003 (AK & WI)	06/01/2020 06/01/2020	06/01/2021 06/01/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
F	POLLUTION LEGAL LIABILITY			0310-7450	06/01/2020	06/01/2023	LIMITS PER OCCURRENCE		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Stericycle, Inc.
2355 Waukegan Road
Bannockburn, IL 60015

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee

ENDORSEMENT NO. 16

This endorsement, effective 12:01 AM, June 1, 2020

Forms a part of Policy No: EG 1932356

Issued to: STERICYCLE, INC.

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED VENDORS ENDORSEMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s) (Vendor):

BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

Your Products:

ALL PRODUCTS OF THE NAMED INSURED

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage,** or **emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:

   a. **Bodily injury, property damage, environmental damage,** or **emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in **your product** made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**;

g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor; or

h. **Bodily injury, property damage, environmental damage** or **emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.** above; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.

2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV-CONDITIONS**, paragraph **4. Other Insurance** is deleted in its entirety and replaced with the following:

4. Other Insurance

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
INFECTIOUS WASTE TRANSPORTATION LICENSE

License Number: 12162
INFECTIOUS WASTE TRANSPORTATION LICENSE
Infectious Waste Transporter
Truck Count: 18
Licensee Name: STERICYCLE INC
Effective Date: October 01, 2019
Expiration Date: September 30, 2020

Facility Information
FID: 399108820

STERICYCLE INC
1670 Meadowview Rd
Eagan MN 55121-4500

DNR Region: WC

This license authorizes the licensee to operate the transportation service described above during the term specified, and is subject to and conditioned upon compliance with the provisions of chapter 287, and 299, Wis. Stats., chapters NR 500-590, Wis. Adm. Code. Any exemptions from the requirements of chapters NR 500-590, Wis. Adm. Code, issued for this service are listed above.

Solid Waste Facility License

DAKOTA COUNTY PHYSICAL DEVELOPMENT DIVISION

14955 Galaxie Avenue, Apple Valley, MN 55124

Licensee: Stericycle
1670 Meadowview Road
Eagan, MN 55123

Facility: Stericycle
1670 Meadowview Road
Eagan, MN 55123

Contact: Joe Karnes
(651) 895-4647

Facility Type: Infectious Waste, Type A (all volumes, processing facility)

License Term: January 01, 2019 through December 31, 2020

Having complied with all the requirements of Dakota County Ordinance No. 110 necessary to obtain this License, and having been duly authorized by the Dakota County Board of Commissioners, Dakota County grants to Stericycle a License to operate a solid waste facility from January 01, 2019 through December 31, 2020. This License is subject to the Licensee's compliance with: (1) Dakota County Ordinance No. 110; (2) all applicable federal, state, and local laws, rules, ordinances, and permits; (3) all applicable resolutions passed by the Dakota County Board of Commissioners; and (4) the attached conditions. Failure to abide by the requirements of this License may subject the Licensee to one or more of the enforcement actions set forth in Dakota County Ordinance No. 110.

Dakota
COUNTY

Georg T. Fischer
Environmental Resources Director

Non-Transferable

This License is conditional by attachment

From: Industrial Waste and Pollution Prevention Section
Direct Dial: 651-602-4765 Fax Number: (651) 602-4730
E-Mail: ann.postera@metc.state.mn.us

May 18, 2020

To: Don Nuss, Regional Permit Compliance Manager
Stericycle, Inc.
3614 Hoskins Court
Hamilton, OH 45011

RE: INDUSTRIAL DISCHARGE PERMIT NUMBER 1549
FOR THE FACILITY LOCATED AT 1670 Meadowview Rd
Eagan, MN 55121

TRANSMITTED HEREWITH is the reissued Industrial Discharge Permit for the above referenced facility. This Permit has been reissued by Metropolitan Council Environmental Services for the period specified, and it supersedes the previous Permit. The discharge of Industrial Waste into the Metropolitan Disposal System is hereby allowed, subject to any and all provisions of the Waste Discharge Rules for the Metropolitan Disposal System, and this Permit.

THE INDUSTRIAL DISCHARGE PERMIT contains Discharge Limitations, Self-Monitoring and Reporting Requirements, General Permit Conditions, Specific Permit Conditions, and a Compliance Schedule (if necessary). Any failure to submit the required Self-Monitoring Reports (SMRs), or any reports required by a Compliance Schedule, is a violation of this Permit. The Permit Number shall be included on all correspondence regarding this Permit.

THE PERMITTEE is reminded that reissuance of this Permit is not automatic; the Permittee must apply for reissuance at least 60 days prior to the Permit expiration date. If questions arise, contact Ann Postera at (651) 602-4765 or via email at ann.postera@metc.state.mn.us.

Sincerely,

Robert Nordquist

Robert Nordquist, P.E.
Industrial Waste Manager
MCES Industrial Waste & Pollution Prevention Section

METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES (MCES)

INDUSTRIAL DISCHARGE PERMIT

Pursuant to the provisions of Minnesota Statutes Chapter 473 as amended and the Waste Discharge Rules for the Metropolitan Disposal System (MDS) permission is hereby granted to

Stericycle, Inc.
1670 Meadowview Rd
Eagan, MN 55121

for the discharge of Industrial Waste into public sewers within the community of Eagan tributary to the Metropolitan Council's Seneca Wastewater Treatment Plant.

This Permit is granted in accordance with the application previously submitted and in consideration of the plans, specifications and data contained in the application.

Discharge Limitations, Self-Monitoring and Reporting Requirements, Compliance Schedules, General Permit Conditions, and Specific Permit Conditions are contained in following sections of this Permit.

EFFECTIVE DATE: June 01, 2020
EXPIRATION DATE: May 31, 2023

Issued by METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

Robert Nordquist — May 18, 2020

General Manager, or duly authorized representative — Date
Robert Nordquist, PE, Industrial Waste Manager
MCES Industrial Waste & Pollution Prevention Section

Lincoln-Lancaster County Health Department
Environmental Public Health Division (402) 441-8040
3131 O Street Lincoln, Nebraska 68510-1514

Waste Hauler
PERMIT # HWHF0035

Establishment: STERICYCLE INC
6100 N 60TH ST
LINCOLN, NE 68507

Vehicle Count: 6
Issued: **6/1/2020**
Expires: **5/31/2021**

Permittee: STERICYCLE INC
6100 N 60TH ST
LINCOLN, NE 68507

POST IN A PROMINENT PLACE

Patricia D. Lopez

Patricia D. Lopez, RN, MSN, Interim Health Director

DDD1 - DDD6
5-19-20 LC

Dear Waste Hauler Operator:

The above document is your new operating permit.

Patricia D. Lopez

Patricia D. Lopez, RN, MSN
Interim Health Director

NICK BROGREN
6100 N 60TH ST
LINCOLN, NE 68507

STATE OF NEBRASKA
DEPARTMENT OF ENVIRONMENTAL QUALITY
SOLID WASTE MANAGEMENT PERMIT

Pursuant to the authority and the requirements of the Integrated Solid Waste Management Act, Nebraska Revised Statutes Sections 13-2001 through 13-2043, the Nebraska Environmental Protection Act, Nebraska Revised Statutes Sections 81-1501 through 81-1533, and regulations promulgated pursuant thereto by the Nebraska Department of Environmental Quality (hereafter referred to as NDEQ), a solid waste management permit (hereafter referred to as Permit) is hereby granted to the following owner and operator (hereafter referred to as Permittee):

OWNER: Stericycle **PERMIT NUMBER:** NE0204536
28161 N. Keith Drive, Lake Forest, IL 60045

OPERATOR: Stericycle
28161 N. Keith Drive, Lake Forest, IL 60045

to operate the **Stericycle – Lincoln Solid Waste Processing Facility** in the area specified in the legal description submitted in the approved permit application (hereafter referred to as the Application). This Permit consists of the conditions contained herein, including those in any attachments, any applicable laws, including the Nebraska Environmental Protection Act and the Integrated Solid Waste Management Act, and applicable regulations contained in Title 132 – Integrated Solid Waste Management Regulations. Applicable regulations are those, which are in effect on the date of the issuance of this Permit. This solid waste management facility must be operated in accordance with all provisions of the Permittee's Application, which is hereby adopted and incorporated herein by reference. If a conflict exists between the Application and the Permit, the Permit shall govern. This Permit is based on the assumption that the information submitted in the Application, as modified by subsequent amendments is accurate and that the solid waste management facility has been and will be constructed and operated as specified in the Application. Any inaccuracies found in said Application may be grounds for the revocation, suspension, or modification of this Permit, in whole or in part during its term in accordance with Title 132, Chapter 2, Section 010. The Permittee must inform the NDEQ of any deviation from or change to the information in the Application, which would affect the Permittee's ability to comply with all applicable laws, regulations, or Permit.

This Permit is issued for the specified period, and shall remain in effect unless revoked, modified, or suspended.

This Permit shall become effective on July 26, 2017

This Permit shall expire at midnight July 25, 2027

The undersigned issues this document on behalf of the Director in accordance with Title 132 – Nebraska Integrated Solid Waste Management Regulations.

Signed this 6th day of June, 2017

David B. Haldeman, Division Administrator
Land Management Division

PERMIT CONDITIONS FOR THE STERICYCLE – LINCOLN SOLID WASTE PROCESSING FACILILTY

I. GENERAL PERMIT CONDITIONS

1. For the purpose of this Permit, terms used herein shall have the same meaning as those in Nebraska Statutes and Title 132 unless this Permit specifically provides otherwise. When the same word is defined in the Nebraska Statutes or regulations and in the federal regulations and the definitions are not identical, the definition in the Nebraska Statutes or regulations shall control. Where terms are not defined in the regulations or this Permit, the meaning associated with such terms shall be defined by a standard dictionary reference or the generally accepted scientific or industrial meaning of the term.

2. The provisions of this Permit are severable, and if any provision of this Permit, or the application of any provision of this Permit to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this Permit shall not be affected thereby.

3. The Permittee shall furnish to the NDEQ, within a reasonable time, any relevant information, which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this Permit. The Permittee shall also furnish to the NDEQ, upon request, copies of any records that are required to be kept by this Permit.

4. The Permittee shall meet any compliance schedule imposed under its Permit and shall fulfill all reporting requirements of the Permit.

5. The Permittee shall maintain an operating record at the facility or in an alternate location approved by the Department. The operating record shall include all information required by the regulations.

6. The Permittee shall notify the NDEQ, within **five (5) working days**, of any planned or unplanned changes in the permitted facility or activities, which may result in noncompliance with permit requirements or the Application. A written submission shall also be provided within **ten (10) days** of the time the Permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period(s) of noncompliance, including exact dates and times; whether the noncompliance has been corrected; and if not, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. If requested, NDEQ may waive the **ten (10) days** written notice requirement in favor of a written report within **thirty (30) days**.

7. The Permittee shall allow NDEQ full access to existing and available facility records, and shall allow Department inspectors entry and access, during reasonable hours, to any building, area, or place for inspection purposes (except a building designed for and used exclusively as a private residence).

8. The Permittee shall meet all the design criteria specified in the Application and Title 132, Chapter 6, Section 003 for solid waste processing facilities.

9. The Permittee shall operate this site in accordance with the Application and Title 132, Chapter 06, Section 004.

10. The Permittee shall submit any proposed Permit modifications to the NDEQ for approval as revised pages to the Application, and must include a revision date on each page. The Permittee must incorporate all revised pages approved by the NDEQ into the approved Permit Application.

11. The Permittee shall contain and manage all wastewater generated from extinguishing hot loads or cleaning the facility in accordance with Title 119 – Rules & Regulations Pertaining to the Issuance of Permits Under the National Pollutant Discharge Eliminating System.

12. The Permittee shall immediately call the Department at (402) 471-4210 if regulated hazardous waste is received at the transfer station. The Permittee shall immediately call the EPA Region VII at 1-800-223-0425 and ask for the PCB group if regulated PCBs are discovered.

II. SPECIAL PERMIT CONDITIONS

1. The Permittee shall perform monthly inspections on the facility to ensure all joints in the concrete floor of the transfer station are sealed and water tight, and shall replace or repair the concrete as needed to meet the original specification of the approved permit application.

2. The Permittee shall provide and maintain financial assurance in accordance with Title 132, Chapter 8

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2018-2021

Registrant: STERICYCLE INC

ATTN: Jennifer Novotny
28161 N KEITH DRIVER
LAKE FOREST, IL 60045

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 051518550007AC Effective: July 1, 2018 Expires: June 30, 2021

HM Company ID: 71362

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

(1) A copy of the registration statement filed with PHMSA; and

(2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

Regulated Medical Waste Acceptance Policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email customercare@stericycle.com.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including *controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA-Plant Protection and Quarantine), and 9 CFR Part 121 (USDA-Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

** Un-dispensed from DEA Registrant*

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic , and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals - Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances*
- **California Only -** Solidified Suction Canisters - Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste - Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State Controlled Substances*
- Chemicals - Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste - any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

**Consult Stericycle Representative for specific requirements*

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at customercare@stericycle.com

We protect what matters.

Stericycle®