



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 11-04-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0313 0313 DEP2200000007 1	Procurement Folder:	927042
Document Name:	HSER Waste Disposal Services	Reason for Modification:	
Document Description:	HSER Waste Disposal Services	Award of CRFQ DEP2200000006	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-11-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-10-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000036974 EQ INDUSTRIAL SERVICES INC 101 S CAPITOL BLVD STE 1000 BOISE ID 83702 US Vendor Contact Phone: 7345218087 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Bobbi J Chestnut Requestor Phone: (304) 926-0499 Requestor Email: b.j.chestnut@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US

11-8-21
RAT

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

11-4-2021
PURCHASING DIVISION AUTHORIZATION
Lunda Harper
DATE: 11-8-2021
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
John S. Granger
DATE: 11/10/2021
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Toker
DATE: 11-9-2021
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, EQ Industrial Services, Inc., agrees to this open end contract with the agency, The West Virginia Department of Environmental Protection, for the transportation and disposal of hazardous and non-hazardous waste from its Elkview Storage Facility to an approved permitted waste disposal facility per the specifications, terms and conditions, and the vendors submitted bid response dated 9/21/2021 all incorporated herein by reference and made apart of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	24102400				0.000000
	Service From	Service To			

Commodity Line Description: HSER Waste Disposal Services

Extended Description:

Pricing Per Attached (see exhibit a pricing page)

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on 11/01/2021 and the initial contract term extends until One (1) year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☒ **Pollution Insurance** in an amount of: 500,000.00 per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ See Exhibit B for Federal Motor Carrier Safety Administration Insurance Requirements.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Debbie Oleksienko - Regional Manager

(Name, Title)

Debbie Oleksienko - Regional Manager

(Printed Name and Title)

17440 College Parkway, Suite 300, Livonia, MI 48152

(Address)

(734) 576-0125 / (313) 922-8419

(Phone Number) / (Fax Number)

debbie.oleksienko@usecology.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

EQ Industrial Services, Inc.

(Company)

DocuSigned by:

Debbie Oleksienko

(Authorized Signature) (Representative Name, Title)

Debbie Oleksienko - Regional Manager

(Printed Name and Title of Authorized Representative)

9-21-21

(Date)

(734) 576-0125 / (313) 922-8419

(Phone Number) (Fax Number)

HSER Waste Disposal Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection's Office of Homeland Security and Emergency Response, to establish an open-end contract for the transportation and disposal of **hazardous** and **non-hazardous wastes** from its Elkview storage facility, located at 4994 Elk River Road South Elkview, WV to an approved permitted waste disposal facility.

This was previously advertised as CRFQ DEP22000000016, solicitation opened on: 08/10/2021. Bid results may be viewed at:

<http://www.state.wv.us/admin/purchase/Bids/FY2022/BO20210810.html>

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Services"** means the list of items identified in the Pricing Pages as more fully described in these specifications.
 - 2.2 **"Pricing Pages"** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as **Exhibit A** (WVDEP-HSER Waste Disposal Pricing Pages)
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"WVDEP"** means the West Virginia Department of Environmental Protection
 - 2.5 **"Waste"** means **hazardous** and **non-hazardous wastes** as detailed in the waste disposal pricing pages.
 - 2.6 **"Vendor"** means West Virginia Licensed vendor of the transportation and disposal of **hazardous** and **non-hazardous waste**.
 - 2.7 **"CDL"** means commercial driver's license
 - 2.8 **"Hazardous Waste"** as defined on Exhibit A Pricing Page
 - 2.9 **"Non-Hazardous Waste"** as defined on Exhibit A Pricing Page

HSER Waste Disposal Services

2.10 "Permitted Waste Disposal Facility" means a permitted, regulated facility where **hazardous or non-hazardous waste** is sent to be disposed of. It may be a facility in WV or another State depending on the waste.

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REQUEST FOR QUOTATION HSER Waste Disposal Services

- 2.11 "Electronic Manifest (or e-Manifest)"** *Electronic Manifest System (or e-Manifest System)* means EPA's national information technology system through which the electronic manifest may be obtained, completed, transmitted, and distributed to users of the electronic manifest and to regulatory agencies. 40 CFR 260.10
- 2.12 "EPA"** (United States) means Environmental Protection Agency.
- 2.13 "PCB"** means Polychlorinated Biphenyls (CAS Number 27323-18-8)
- 2.14 "RCRA"** means Resource Conservation and Recovery Act of 1976
- 3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1** The Vendor will provide documentation of initial 40-hour training and 8-hour annual refresher satisfying the requirements of 29 CFR 1910.120 (e) <https://www.osha.gov/html/faq-hazwoper.html> , including annual physical.
- 3.2** The Vendor will provide documentation of Annual training and documentation of training to satisfy the requirements of 40 CFR 265.16. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40tab_02.tpl
- 3.3** The Vendor will provide documentation of training for all Hazmat Employees to satisfy the requirements of 49 CFR 172.704. <https://www.fmcsa.dot.gov/regulations>
- 3.4** All commercial drivers must have a commercial driver's license (CDL) and hazardous materials endorsement.
- 3.5** The Vendor will provide documentation of a valid DOT physical.
- 3.6** Compliance with qualification and experience requirements will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. **References, documentation, or other information to confirm compliance with qualification and experience requirements are preferred with the bid submission but may be requested after bid opening and prior to contract award.**

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4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Vendor shall provide WVDEP with the Contract Services listed on the Pricing Pages on an open-end and continuing basis. Contract Services must meet or exceed the mandatory requirements as shown below.

4.1.1 Waste Disposal

4.1.1.1 The WVDEP shall be responsible for payment of the Disposal charges to the successful vendor.

4.1.1.2 The Vendor is responsible for the packaging, preparing manifest and transporting waste from the WVDEP Elkview office to a permitted waste disposal facility. <https://www.ecfr.gov/cgi-bin/text-idx?node=pt40.34.761&rgn=div5>

4.1.1.3 The vendor shall dispose of PCB contaminated liquids by incineration (PCB liquids at concentrations ≥ 50 ppm must be disposed of in an incinerator which complies with 40CFR761.70)

4.1.1.3.1 PCB contaminated solids assumed to be at concentrations > 50 ppm to be disposed of in a hazardous waste landfill permitted by EPA under section 3004 of RCRA, or by a State authorized under section 3006 of RCRA, or a PCB disposal facility approved under this part.
<https://www.epa.gov/rcra>

4.1.1.4 The Vendor shall at a minimum comply with applicable sections of title 49 listed on **Exhibit B** (United States Department of Transportation Federal Motor Carrier Safety Administration Insurance Requirements)
<https://www.fmcsa.dot.gov/regulations>

4.1.1.5 The Vendor shall at a minimum comply with all sections of title 40 parts 260, 262, 264, 265 of the Code of Federal Regulations
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40tab_02.tpl

4.1.1.6 The Vendor shall at a minimum comply with all sections of WV CSR 33-20 <http://apps.sos.wv.gov/adlaw/csr/rule.aspx?rule=-33-20>

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- 4.1.1.7** The Vendor shall be solely liable for any damages or claim thereof resulting from the Vendors conduct in loading, transporting or unloading waste.
- 4.1.1.8** Upon request, the Vendor shall provide proof of vehicle license, insurance and registration. Failure to provide this information will result in an immediate cease of all transportation until the required documents are provided.
- 4.1.1.9** The Vendor shall provide proof of all bonds held for its permitted disposal facilities. This documentation is preferred with the bid submission but may be requested after bid opening and prior to contract award.
- 4.1.1.10** All trucks are subject to random inspections, any violations found must be immediately remedied before any transportation resumes. Continued violations may result in cancellation of this contract.
- 4.1.1.11** The vendor will submit an overview detailing training, credentials and experience, for existing staff who will be directly involved in transportation; to include in part, labeling, loading and manifesting and transporting waste from the DEP Elkview facility. This documentation is preferred with the bid submission but may be requested after bid opening and prior to contract award.
- 4.1.1.12** The vendor will indicate the location of vendor operated corporate offices. Each office designation will include physical address, post office box if applicable and point of contact. This documentation is preferred with the bid submission but may be requested after bid opening and prior to contract award.
- 4.1.1.13** The vendor will submit a list of disposal facilities directly operated or utilized by the Vendor within the continental United States. The list will include facility name, address, post office box if applicable, facility contact and EPA ID number(s). This documentation is preferred with the bid submission but may be requested after bid opening and prior to contract award.
 - 4.1.1.13.1** The Vendor will submit a summary of regulatory compliance for facilities listed per section 4.1.1.12, which will be utilized in the management of waste transported from the DEP-Elkview facility. The summary of compliance will be signed by a designated corporate official and notarized. This documentation is preferred with the bid submission but may be requested after bid opening and prior to contract award.

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4.2.1 Electronic Manifest Fee

4.2.1.1 EPA requires that a facility receiving hazardous waste accompanied by a manifest must, within 30 days of delivery, send the top copy (Page 1) of the Manifest to the e-Manifest system for purposes of data entry and processing.

EPA's electronic reporting requirements can be found at:

<https://www.epa.gov/e-manifest>

The federal government has also enacted rules to recover the cost of operating the electronic manifest system. (40 CFR 264.71(a)(2)(v))

<https://www.ecfr.gov/cgi-bin/text-idx?SID=1668927e6687fcffc68f7796d2241c14&mc=true&node=pt40.28.264&rgn=div5>

<https://www.ecfr.gov/cgi-bin/text-idx?SID=1668927e6687fcffc68f7796d2241c14&mc=true&node=pt40.28.264&rgn=div5>

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide WVDEP with unit pricing for all Contract Services on the Pricing Pages. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the pricing pages.
- 5.2 Pricing Pages:** Vendor should complete the "Exhibit A" Pricing Page by entering the unit price for each contract item defined on the Pricing Page. Vendor should complete the Pricing Page in its entirety, as failure to do so may result in Vendor's bid being disqualified.

The Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of the anticipated purchase only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS) website. If unable to respond online, Vendor must submit the Pricing Page with their submitted bid prior to the scheduled bid opening date.

Vendor should type or electronically enter the information into the "Exhibit A" Pricing Page through wvOASIS, if available, or as an electronic document. Vendors can download the electronic copy of the "Exhibit A" Pricing Page that is attached separately to the CRFQ and published to the Vendor Self-Service (VSS) website.

Vendor should type or clearly print the information into the "Exhibit A" Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online, Vendor should submit Pricing Page attachment. TOTAL BID AMOUNT is the amount

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Vendor is to enter into wvOASIS commodity line when submitting.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

6.1 Vendor Notification: WVDEP will notify the vendor when a waste disposal shipment is required.

6.2 Method of Notification: WVDEP will email a list of the quantity of Contract Items for transport and disposal.

6.3 Transportation and Disposal Scheduling: Upon notification, the vendor will have 21 calendar days to make all facility disposal arrangements, schedule and transport the material from the Elkview facility.

- 7. PAYMENT:** Agency shall pay a per unit price, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment will not be processed until WVDEP receives the completed and certified copy of the generators returned manifest from the designated facility

- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1 The following shall be considered a Vendor default under this Contract.

10.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to WVDEP upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

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11. MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

**State of West Virginia
Solicitation Response**

Proc Folder: 927042
Solicitation Description: HSER Waste Disposal Services
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-09-21 13:30	SR 0313 ESR09212100000001991	1

VENDOR

VS0000036974
EQ Industrial Services, Inc.

Solicitation Number: CRFQ 0313 DEP2200000006

Total Bid: **Response Date:** 2021-09-21 **Response Time:** 12:13:30

Comments: Please contact Debbie Oleksienko with questions or requests for further information:
(734) 576-0125
debbie.oleksienko@usecology.com

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HSER Waste Disposal Services				

Comm Code	Manufacturer	Specification	Model #
24102400			

Commodity Line Comments: Please attached proposal, price sheet and Purchasing Affidavit.

Extended Description:

Waste Disposal Services as outlined on the attached bid sheet.

EXHIBIT A				
WV DEP - HSER WASTE DISPOSAL PRICING PAGE				
(A) Item	(B) Contract Item	(C) Estimated Quantity	(D) Unit Price	(E) Extended Price
WVDEP-HSER Waste Sorted by DOT Label (waste disposed will have been recovered from Abandoned Dumps, Cleanups, Floods, Households, Meth Labs, Unknown Sources or Other)				
Aerosols; DOT 2.1, 2.2, 2.3				
1	5 Gallon drum Aerosols 2.1 or 2.2 or 2.3 (not exceeding 1 L capacity)		\$100.00	\$0.00
2	55 Gallon drum Aerosols 2.1 or 2.2 or 2.3 (not exceeding 1 L capacity)		\$250.00	\$0.00
3	85 Gallon drum Aerosols 2.1 or 2.2 or 2.3 (not exceeding 1 L capacity)		\$375.00	\$0.00
4	Gas Cylinders up to and equal to 2 lb		\$250.00	\$0.00
5	Gas Cylinders greater than 2 lb but less than or equal to 5 lb		\$250.00	\$0.00
6	Gas Cylinders greater than 5 lb but less than or equal to 10 lb		\$360.00	\$0.00
7	Gas Cylinders greater than 10 lb but less than or equal to 25 lb		\$650.00	\$0.00
8	Gas Cylinders greater than 25 lb but less than or equal to 50 lb		\$1,065.00	\$0.00
9	Gas Cylinders greater than 50lb but less than or equal to 100 lb		\$1,485.00	\$0.00
Corrosive; DOT 8 (Corrosive; Corrosive Acidic Inorganic; Corrosive Acidic Organic; Corrosive Basic Inorganic; Corrosive Basic Organic; Solids Containing Corrosive Liquids)				
10	5 Gallon drum containing individual containers of Corrosive Liquids or Solids		\$125.00	\$0.00
11	20 Gallon drum containing individual containers of Corrosive Liquids or Solids		\$220.00	\$0.00
12	30 Gallon drum containing individual containers of Corrosive Liquids or Solids		\$375.00	\$0.00
13	55 Gallon drum containing individual containers of Corrosive Liquids or Solids		\$505.00	\$0.00
14	Bulk 55 gallon overpack containing drum of Corrosive Liquid		\$875.00	\$0.00
15	Bulk 85 gallon overpack containing drum of Corrosive Liquid		\$1,000.00	\$0.00
Corrosive, Flammable; DOT 8, DOT 3				
16	5 Gallon drum containing individual containers of Corrosive, Flammable Liquids		\$135.00	\$0.00
17	20 Gallon drum containing individual containers of Corrosive, Flammable Liquids		\$235.00	\$0.00
Corrosive, Oxidizer; DOT 8, DOT 5.1				
18	5 Gallon drum containing individual containers of Corrosive, Oxidizing Liquids or Solids		\$135.00	\$0.00
19	20 Gallon drum containing individual containers of Corrosive, Oxidizing Liquids or Solids		\$235.00	\$0.00
Corrosive, Toxic; DOT 8, DOT 6.1				
20	5 Gallon drum containing individual containers of Corrosive, Toxic Liquids or Solids		\$135.00	\$0.00

Corrosive, Toxic; DOT 8, DOT 6.1 (Continued)			
21	20 Gallon drum containing individual containers of Corrosive, Toxic Liquids or Solids	\$235.00	\$0.00
22	5 Gallon drum containing individual containers of elemental Mercury and Mercury containing Devices	\$500.00	\$0.00
23	20 Gallon drum containing individual containers of elemental Mercury and Mercury containing Devices	\$1,000.00	\$0.00
24	5 Gallon drum containing Mercury contaminated Debris	\$750.00	\$0.00
25	55 Gallon drum containing Mercury contaminated Debris	\$1,785.00	\$0.00
26	85 Gallon drum containing Mercury contaminated Debris	\$2,650.00	\$0.00
27	drum (95 gallon) containing Mercury contaminated Debris	\$3,335.00	\$0.00
28	5 Gallon drum containing individual containers of Mercury compounds Liquids or Solids	\$145.00	\$0.00
29	Bulk 85 gallon overpack containing drum of Toxic Liquid	\$2,650.00	\$0.00
Environmentally Hazardous Substances; DOT 9			
30	5 Gallon drum containing individual containers of Env. Haz. Substances Liquids or Solids	\$140.00	\$0.00
31	20 Gallon drum containing individual containers of Env. Haz. Substances Liquids or Solids	\$235.00	\$0.00
32	30 gallon drum containing individual containers of Environmentally Hazardous Substances Liquids or solids	\$365.00	\$0.00
33	55 gallon drum containing individual containers of Environmentally Hazardous Substances Liquids or solids	\$505.00	\$0.00
34	85 gallon drum containing individual containers of Environmentally Hazardous Substances Liquids or solids	\$1,050.00	\$0.00
35	Bulk 55 gallon overpack containing drum of Environmentally Hazardous Substances Liquid	\$1,550.00	\$0.00
36	Bulk 85 gallon overpack containing drum of Environmentally Hazardous Substances Liquid	\$2,220.00	\$0.00
37	5 gallon drum containing solids contaminated with PCB's	\$200.00	\$0.00
38	20 gallon drum containing solids contaminated with PCB's	\$240.00	\$0.00
39	30 gallon drum containing solids contaminated with PCB's	\$275.00	\$0.00
40	55 gallon drum containing solids contaminated with PCB's	\$305.00	\$0.00
41	85 gallon drum containing solids contaminated with PCB's	\$580.00	\$0.00
42	Bulk 55 gallon overpack containing drum of liquid contaminated with PCB liquids	\$1,150.00	\$0.00
43	Bulk 85 gallon overpack containing drum of liquid contaminated with PCB liquids	\$1,815.00	\$0.00
Flammable; DOT 3			
44	55 Gallon drum individual containers of Flammable Paint or Paint Related Material Liquid	\$280.00	\$0.00
45	85 Gallon drum individual containers of Flammable Paint or Paint Related Material Liquid	\$465.00	\$0.00
46	Bulk drum (with 85 gallon overpack) Flammable Liquids and Water	\$510.00	\$0.00
Flammable; DOT 3 (Continued)			
47	Bulk drum (with 85 gallon overpack) Flammable Liquids	\$405.00	\$0.00
Flammable Solids; DOT 4.1, 4.2, 4.3 (Flammable Solid; Flammable Inorganic Solid; Flammable Organic Solid)			
48	5 Gallon drum lab pack individual containers Flammable 4.1 Solid	\$135.00	\$0.00
49	20 Gallon drum lab pack individual containers Flammable 4.1 Solid	\$235.00	\$0.00
50	5 Gallon drum lab pack of individual containers Flammable 4.2 Solid	\$265.00	\$0.00
51	20 Gallon drum lab pack of individual containers Flammable 4.2 Solid	\$600.00	\$0.00
52	5 Gallon drum lab pack of individual containers Flammable 4.3, 4.2 Solid	\$265.00	\$0.00
53	20 Gallon drum lab pack of individual containers Flammable 4.3, 4.2 Solid	\$600.00	\$0.00
Flammable, Toxic; DOT 3, DOT 6.1			
54	5 Gallon drum containing individual containers of Flammable, Toxic Liquids	\$135.00	\$0.00
55	20 Gallon drum containing individual containers of Flammable, Toxic Liquids	\$235.00	\$0.00

Flammable, Corrosive; DOT 3, DOT 8			
56	5 Gallon drum containing individual containers of Flammable, Corrosive Liquids	\$135.00	\$0.00
57	20 Gallon drum containing individual containers of Flammable, Corrosive Liquids	\$235.00	\$0.00
Flammable Liquid, Solids Containing a; DOT 4.1			
58	5 Gallon of Solids Containing a Flammable Liquid	\$135.00	\$0.00
59	55 Gallon of Solids Containing a Flammable Liquid	\$505.00	\$0.00
60	85 Gallon of Solids Containing a Flammable Liquid	\$1,010.00	\$0.00
Flammable, Corrosive; DOT 4.1, DOT 8			
61	5 Gallon drum containing individual containers of Flammable, Corrosive Solids	\$135.00	\$0.00
62	20 Gallon drum containing individual containers of Flammable, Corrosive Solids	\$235.00	\$0.00
Miscellaneous			
63	5 Gallon drum containing individual containers of Asbestos containing Solids	\$165.00	\$0.00
64	55 Gallon drum containing individual containers of Asbestos containing Solids	\$215.00	\$0.00
Oxidizers; DOT 5.1			
65	5 Gallon drum containing individual containers of Oxidizing Liquids or Solids	\$150.00	\$0.00
66	20 Gallon drum containing individual containers of Oxidizing Liquids or Solids	\$315.00	\$0.00
67	30 Gallon drum containing individual containers of Oxidizing Liquids or Solids	\$515.00	\$0.00
68	55 Gallon drum containing individual containers of Oxidizing Liquids or Solids	\$615.00	\$0.00
Oxidizing, Toxic; DOT 5.1, DOT 6.1			
69	5 Gallon drum containing individual containers of Oxidizing, Toxic Liquids or Solids	\$150.00	\$0.00
70	20 Gallon drum containing individual containers of Oxidizing, Toxic Liquids or Solids	\$315.00	\$0.00
Oxidizing, Corrosive; DOT 5.1, DOT 8			
71	5 Gallon drum containing individual containers of Oxidizing, Corrosive Liquids or Solids	\$150.00	\$0.00
72	20 Gallon drum containing individual containers of Oxidizing, Corrosive Liquids or Solids	\$315.00	\$0.00
Organic Peroxides; DOT 5.2			
73	5 Gallon drum containing individual containers of Organic Peroxides Liquids or Solids	\$265.00	\$0.00
Organic Peroxides; DOT 5.2 (Continued)			
74	20 Gallon drum containing individual containers of Organic Peroxides Liquids or Solids	\$600.00	\$0.00
Pesticide, Herbicide, Toxic; DOT 6.1			
75	55 Gallon drum containing individual containers of Pesticides and or Herbicides Liquids or Solids	\$505.00	\$0.00
76	85 Gallon drum containing individual containers of Pesticides and or Herbicides Liquids or Solids	\$865.00	\$0.00
Toxic; DOT 6.1 (Toxic; Toxic Inorganic; Toxic Organic; Solids Containing Toxic Liquids)			
77	5 Gallon drum containing individual containers of Toxic Liquids or Solids	\$140.00	\$0.00
78	20 Gallon drum containing individual containers of Toxic Liquids or Solids	\$235.00	\$0.00
79	30 Gallon drum containing individual containers of Toxic Liquids or Solids	\$365.00	\$0.00
80	55 Gallon drum containing individual containers of Toxic Liquids or Solids	\$505.00	\$0.00
81	Bulk 85 gallon overpack containing drum of Toxic Liquid	\$2,220.00	\$0.00

Toxic, Flammable; DOT 6.1, DOT 3			
82	5 Gallon drum containing individual containers of Toxic, Flammable Liquids or Solids	\$140.00	\$0.00
83	20 Gallon drum containing individual containers of Toxic Liquids or Solids	\$235.00	\$0.00
Toxic, Corrosive; DOT 6.1, DOT 8 (Toxic, Corrosive; Toxic, Corrosive, Inorganic; Toxic, Corrosive, Organic)			
84	5 Gallon drum containing individual containers of Toxic, Corrosive Liquids or Solids	\$140.00	\$0.00
85	20 Gallon drum containing individual containers of Toxic, Corrosive Liquids or Solids	\$235.00	\$0.00
WVDEP-HSER Listed Wastes (listed waste disposed will have been recovered from Abandoned Dumps, Cleanups, Floods, Meth Labs, Unknown Sources or Other)			
Single Listed Wastes			
D001 Flammable			
86	5 Gallon drum lab pack of individual containers of Flammable Liquids	\$135.00	\$0.00
87	20 Gallon drum lab pack of individual containers of Flammable Liquids	\$235.00	\$0.00
88	30 Gallon drum lab pack of individual containers of Flammable Liquids	\$365.00	\$0.00
89	55 Gallon drum lab pack of individual containers of Flammable Liquids	\$505.00	\$0.00
90	85 Gallon drum lab pack of individual containers of Flammable Liquids	\$605.00	\$0.00
91	Bulk drum (with 55 gallon overpack) Flammable Liquids and Water	\$435.00	\$0.00
92	Bulk drum (with 85 gallon overpack) Flammable Liquids and Water	\$510.00	\$0.00
93	Bulk drum (with 55 gallon overpack) Flammable Liquids	\$340.00	\$0.00
94	Bulk drum (with 85 gallon overpack) Flammable Liquids	\$510.00	\$0.00
95	5 Gallon drum of Solids containing Flammable Liquids	\$135.00	\$0.00
96	30 Gallon drum of Solids containing Flammable Liquids	\$365.00	\$0.00
97	55 Gallon drum of Solids containing Flammable Liquids	\$505.00	\$0.00
98	85 Gallon drum of Solids containing Flammable Liquids	\$865.00	\$0.00
99	5 Gallon drum lab pack of individual containers of Flammable 4.1 Solids	\$135.00	\$0.00
100	20 Gallon drum lab pack of individual containers of Flammable 4.1 Solids	\$235.00	\$0.00
D001 Flammable (Continued)			
101	5 Gallon drum lab pack of individual containers of Oxidizing 5.1 Liquids or Solids	\$150.00	\$0.00
102	20 Gallon drum lab pack of individual containers of Oxidizing 5.1 Liquids or Solids	\$315.00	\$0.00
D002 Corrosive (Corrosive; Corrosive Acidic Inorganic; Corrosive Acidic Organic; Corrosive Basic Inorganic; Corrosive Basic Organic)			
103	5 Gallon drum lab pack of individual containers of Corrosive Liquids	\$125.00	\$0.00
104	20 Gallon drum lab pack of individual containers of Corrosive Liquids	\$220.00	\$0.00
105	30 Gallon drum lab pack of individual containers of Corrosive Liquids	\$375.00	\$0.00
106	55 Gallon drum lab pack of individual containers of Corrosive Liquids	\$505.00	\$0.00
107	Bulk drum (with 55 gallon overpack) Corrosive Liquids	\$875.00	\$0.00
108	Bulk drum (with 95 gallon overpack) Corrosive Liquids	\$1,100.00	\$0.00
D003 Reactive			
109	5 Gallon drum lab pack individual containers of Toxic, Organic Liquids	\$185.00	\$0.00
110	Bulk drum (with 55 gallon overpack) Toxic, Organic Liquids	\$1,550.00	\$0.00
111	Bulk drum (with 85 gallon overpack) Toxic, Organic Liquids	\$2,220.00	\$0.00

D004 Arsenic			
112	5 Gallon drum lab pack of Arsenic compounds Liquids or Solids	\$140.00	\$0.00
113	Bulk drum Arsenic (with 85 gallon overpack) Liquid	\$395.00	\$0.00
D005 Barium			
114	5 Gallon drum lab pack of Barium compounds Liquids or Solids	\$150.00	\$0.00
D006 Cadmium			
115	5 Gallon drum lab pack of Cadmium compounds Liquids or Solids	\$150.00	\$0.00
D007 Chromium			
116	5 Gallon drum lab pack of Chromium compounds Liquids or Solids	\$150.00	\$0.00
D008 Lead			
117	5 Gallon drum lab pack of Lead compounds Liquids or Solids	\$150.00	\$0.00
D009 Mercury			
118	5 Gallon drum containing individual containers of elemental Mercury and Mercury Containing Devices	\$500.00	\$0.00
119	20 Gallon drum containing individual containers of elemental Mercury and Mercury Containing Devices	\$1,000.00	\$0.00
120	5 Gallon drum containing Mercury Contaminated Debris	\$750.00	\$0.00
121	85 Gallon drum containing Mercury Contaminated Debris	\$2,650.00	\$0.00
122	5 Gallon drum containing individual containers of Mercury compounds Liquids or Solids	\$145.00	\$0.00
D011 Silver			
123	5 Gallon drum lab pack of Silver compounds Liquids or Solids	\$150.00	\$0.00
D022 Chloroform			
124	5 Gallon drum lab pack of Chloroform Liquids	\$140.00	\$0.00
125	20 Gallon drum lab pack of Chloroform Liquids	\$190.00	\$0.00
126	30 Gallon drum lab pack of Chloroform Liquids	\$230.00	\$0.00
127	55 Gallon drum lab pack of Chloroform Liquids	\$315.00	\$0.00
P030 Cyanides			
128	5 Gallon drum lab pack of Cyanide P030 compounds Liquids or Solids	\$140.00	\$0.00
Multiple Listed Wastes			
D001, D002 Flammable, Corrosive Waste			
129	5 Gallon drum lab pack individual containers of Flammable, Corrosive Liquids	\$135.00	\$0.00
130	20 Gallon drum lab pack individual containers of Flammable, Corrosive Liquids	\$235.00	\$0.00
131	30 Gallon drum lab pack individual containers of Flammable, Corrosive Liquids	\$365.00	\$0.00
132	55 Gallon drum lab pack individual containers of Flammable, Corrosive Liquids	\$505.00	\$0.00
133	Bulk drum (with 85 gallon overpack) Flammable, Corrosive Liquids	\$1,425.00	\$0.00
134	Bulk drum (with 95 gallon overpack) Flammable, Corrosive Liquids	\$1,525.00	\$0.00
135	5 Gallon drum lab pack individual containers of Oxidizing, Corrosive Liquids	\$150.00	\$0.00
136	20 Gallon drum lab pack individual containers of Oxidizing, Corrosive Liquids	\$315.00	\$0.00
D001, D003 Flammable, Reactive Waste			
137	5 Gallon drum lab pack of individual containers of Flammable, Reactive 4.1 solids	\$175.00	\$0.00
138	5 Gallon drum lab pack of individual containers of Flammable, Reactive 4.2 solids	\$265.00	\$0.00
139	5 Gallon drum lab pack of individual containers of Flammable, Reactive 4.3 solids	\$265.00	\$0.00
140	5 Gallon drum lab pack of individual containers of Flammable, Reactive 5.1 Liquids or Solids	\$175.00	\$0.00

D001, D011 Flammable, Silver Waste			
141	5 Gallon drum lab pack individual containers of Flammable, Silver Liquids or Solids	\$135.00	\$0.00
D001, D002, F003 Listed Waste			
142	5 Gallon drum lab pack of Individual containers of Flammable, Corrosive, D001, D002, F003 listed Liquids	\$135.00	\$0.00
D001, D002, F003 Listed Waste (Continued)			
143	20 Gallon drum lab pack Individual containers of Flammable, Corrosive, D001, D002, F003 listed Liquids	\$235.00	\$0.00
D001, F001 Listed Waste			
144	5 Gallon drum lab pack of individual containers of Flammable, D001 F001 listed Liquids	\$135.00	\$0.00
145	20 Gallon drum lab pack of individual containers of Flammable, D001 F001 listed Liquids	\$235.00	\$0.00
D001, F001, F002, F003 Listed Waste			
146	5 Gallon drum lab pack of Individual containers of Flammable, D001, F001, F002, F003 listed Liquids	\$135.00	\$0.00
147	55 Gallon drum lab pack of Individual containers of Flammable, D001, F001, F002, F003 listed Liquids	\$505.00	\$0.00
148	85 Gallon drum lab pack Individual containers of Flammable, D001, F001, F002, F003 listed Liquids	\$865.00	\$0.00
D001, F002 Listed Waste			
149	5 Gallon drum lab pack of individual containers of Flammable, D001 F002 listed Liquids	\$135.00	\$0.00
150	20 Gallon drum lab pack individual containers of Flammable, D001 F002 listed Liquids	\$235.00	\$0.00
D001, F003 Listed Waste			
151	5 Gallon drum lab pack of individual containers of Flammable, D001 F003 listed Liquids	\$135.00	\$0.00
152	20 Gallon drum lab pack of individual containers of Flammable, D001, F003 listed Liquids	\$235.00	\$0.00
153	30 Gallon drum lab pack of individual containers of Flammable, D001, F003 listed Liquids	\$365.00	\$0.00
D001, F003 Listed Waste (Continued)			
154	55 Gallon drum lab pack of individual containers of Flammable, D001, F003 listed Liquids	\$505.00	\$0.00
155	85 Gallon drum lab pack of individual containers of Flammable, D001, F003 listed Liquids	\$865.00	\$0.00
D001, F004			
156	5 Gallon drum lab pack of individual containers of Flammable D001, F004 listed Liquids	\$135.00	\$0.00
157	20 Gallon drum lab pack of individual containers of Flammable D001, F004 listed Liquids	\$235.00	\$0.00
D001, F005 Listed Waste			
158	5 Gallon drum lab pack of individual containers of Flammable, D001, F005 listed Liquids	\$135.00	\$0.00
159	20 Gallon drum lab pack of individual containers of Flammable, D001, F005 listed Liquids	\$235.00	\$0.00
D001 ignitable, U001 Acetaldehyde			
160	5 Gallon drum lab pack Acetaldehyde Liquids	\$135.00	\$0.00
161	20 Gallon drum lab pack Acetaldehyde Liquids	\$235.00	\$0.00
D002 Corrosive, P030 cyanides			
162	5 Gallon drum lab pack of Cyanide Corrosive D002, P030 compounds Liquids or Solids	\$140.00	\$0.00
D003 Reactive, P105 sodium azide			
163	5 Gallon drum lab pack of sodium azide D003 compounds Solid	\$135.00	\$0.00

Other Waste				
Contaminated Absorbents/Solids/Soil				
164	5 Gallon drum of Petroleum Contaminated Solids		\$135.00	\$0.00
165	20 Gallon drum of Petroleum Contaminated Solids		\$400.00	\$0.00
166	30 Gallon drum of Petroleum Contaminated Solids		\$510.00	\$0.00
167	55 Gallon drum of Petroleum Contaminated Solids		\$620.00	\$0.00
168	85 Gallon drum of Petroleum Contaminated Solids		\$900.00	\$0.00
169	5 Gallon drum of Petroleum Contaminated Absorbents Gasoline		\$135.00	\$0.00
170	20 Gallon drum of Petroleum Contaminated Absorbents Gasoline		\$535.00	\$0.00
171	30 Gallon drum of Petroleum Contaminated Absorbents Gasoline		\$685.00	\$0.00
172	55 Gallon drum of Petroleum Contaminated Absorbents, Gasoline		\$845.00	\$0.00
173	85 Gallon drum of Petroleum Contaminated Absorbents, Gasoline		\$1,235.00	\$0.00
174	5 Gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil		\$135.00	\$0.00
175	20 Gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil		\$400.00	\$0.00
176	30 Gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil		\$510.00	\$0.00
177	55 Gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil		\$620.00	\$0.00
178	85 Gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil		\$900.00	\$0.00
179	drum of Petroleum Contaminated Soil		\$745.00	\$0.00
180	drum of Petroleum Contaminated Soil		\$745.00	\$0.00
Universal Waste Antifreeze				
181	Bulk drum (55-gallon drum overpacked in 85 gallon drum) Antifreeze		\$235.00	\$0.00
Universal Waste Used Oil				
182	Bulk drum (overpacked in 55 gallon drum) Used Oil		\$165.00	\$0.00
183	Bulk drum (overpacked in 85 gallon drum) Used Oil		\$235.00	\$0.00
Universal Waste Waste Lamps				
184	5 Gallon drum of Fluorescent Mercury bulbs		\$85.00	\$0.00
185	box measuring approximately 50" X 13" X 13" of used Fluorescent Mercury Tubes		\$70.00	\$0.00
Universal Waste Ni-Cd or NiMHyd Batteries				
186	5 Gallon drum of Ni-Cd or NiMHyd Batteries		\$115.00	\$0.00
Universal Waste Lithium ion Batteries				
187	5 Gallon drum of Lithium ion Batteries		\$105.00	\$0.00
Universal Waste Alkaline Batteries				
188	5 Gallon drum of Alkaline Batteries		\$140.00	\$0.00
Universal Waste Lead Acid Batteries				
189	5 Gallon drum of Lead Acid Batteries		\$70.00	\$0.00
Other Waste DOT Non Regulated and/or Non RCRA Regulated Waste				
190	Bulk drum (with 30 gallon overpack) DOT Non Regulated and/or Non RCRA Regulated Waste Liquids or Solids		\$185.00	\$0.00
191	Bulk drum (with 55 gallon overpack) DOT Non Regulated and/or Non RCRA Regulated Waste Liquids or Solids		\$200.00	\$0.00
192	Bulk drum (with 85 gallon overpack) DOT Non Regulated and/or Non RCRA Regulated Waste Liquids or Solids		\$235.00	\$0.00
193	5 Gallon Bulk drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids		\$110.00	\$0.00

Other Waste DOT Non Regulated and/or Non RCRA Regulated Waste (Continued)				
194	20 Gallon Bulk drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids		\$150.00	\$0.00
195	30 Gallon Bulk drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids		\$160.00	\$0.00
196	55 Gallon Bulk drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids		\$170.00	\$0.00
197	85 Gallon Bulk drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids		\$235.00	\$0.00
198	Bulk drum (65 gallon) DOT Non Regulated and/or Non RCRA Regulated Waste Solids		\$235.00	\$0.00
199	Bulk drum (95 gallon) DOT Non Regulated and/or Non RCRA Regulated Waste Solids		\$265.00	\$0.00
200	5 Gallon drum individual containers of DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids		\$110.00	\$0.00
201	20 Gallon drum individual containers of DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids		\$140.00	\$0.00
202	30 Gallon drum individual containers of DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids		\$145.00	\$0.00
203	55 Gallon drum individual containers of DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids		\$155.00	\$0.00
204	85 Gallon drum individual containers of DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids		\$235.00	\$0.00
Waste e-Manifest Reporting to be completed by waste disposal company (one price, as set by US EPA, per was				
205	Mailed in Paper Manifest	Set Fee	\$15.00	
206	Scanned Image Upload	Set Fee	\$10.00	
207	Data + Image Upload	Set Fee	\$6.50	
208	Electronic Manifest (Fully Electronic & Hybrid)	Set Fee	\$5.00	
Total Bid Amount :				\$0.00

Company: _____

Name: _____

Signature: _____ Dat



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
10/18/2021

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 Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED US Ecology, Inc. 101 S Capitol Blvd Suite 100 Boise, ID 83702	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B: American Guarantee and Liability Insurance</td><td>26247</td></tr><tr><td>INSURER C: Interstate Fire & Casualty Company</td><td>22829</td></tr><tr><td>INSURER D: Aspen Specialty Insurance Company</td><td>10717</td></tr><tr><td>INSURER E: Allied World Assurance Company US Inc</td><td>19489</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: American Guarantee and Liability Insurance	26247	INSURER C: Interstate Fire & Casualty Company	22829	INSURER D: Aspen Specialty Insurance Company	10717	INSURER E: Allied World Assurance Company US Inc	19489	INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W22470790

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$250,000 SIR ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO-4525419-00	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY Included	Y	Y	BAP-4525418-00	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	SXS-4179946-00	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC-4525417-00	04/30/2021	05/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability - Auto Buffer			USZ00030320	05/01/2021	05/01/2024	Each Occurrence \$3,000,000 Over Auto Only

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

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability, Excess Liability, Contractors Pollution Liability and Professional Liability as per written contract.

General Liability, Auto Liability, Excess Liability, Contractors Pollution Liability and Professional Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by SEE ATTACHED

CERTIFICATE HOLDER

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East PO Box 50130 Charleston, WV 25305-0130	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 
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED US Ecology, Inc. 101 S Capitol Blvd Suite 100 Boise, ID 83702	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Insured as per written contract.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability, Excess Liability, Workers Compensation, Contractors Pollution Liability and Professional Liability as permitted by law.

The Excess Policy is follow form and in excess of liability coverage, with the exception of the pollution liability policy evidenced.

Stop Gap Coverage is included for ND, OH, WA, and WY.

Proc Folder: 927042

Doc Description: HSER Waste Disposal Services

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0310 DEP2200000006

Vendor# VS0000036974

Named Insured include:

EQ Industrial Services, Inc.

17440 College Parkway

Livonia, MI 48152

INSURER AFFORDING COVERAGE: Aspen Specialty Insurance Company

NAIC#: 10717

POLICY NUMBER: ERAFKTK21 EFF DATE: 08/01/2021 EXP DATE: 08/01/2022

ADDITIONAL INSURED: Y

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractors Pollution &	Each Incident	\$15,000,000
Professional Liability	Aggregate	\$15,000,000
Retro Date: 08/1/96	Ded: Per Incident	\$250,000

INSURER AFFORDING COVERAGE: Allied World Assurance Company US Inc

NAIC#: 19489

POLICY NUMBER: 0313-0024 EFF DATE: 08/01/2021 EXP DATE: 08/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Contractors Pollution &	Each Incident	\$10,000,000
Professional Liability	Aggregate	\$10,000,000

ADDITIONAL REMARKS:

The Excess Contractors Pollution and Professional Liability Policy is follow form and in excess of underlying Contractors Pollution and Professional Liability coverage.

Additional Named Insured Listing

US ECOLOGY, INC.	NRC Group Holdings Corp is now US Ecology Group Holdings Corp
EQ PARENT COMPANY, INC.	NRC Group Holdings, LLC is now US Ecology Group Holdings, LLC
EQ HOLDINGS, INC.	Specialized Response Solutions, L.P.
US ECOLOGY LIVONIA, INC. (Formerly EQ The Environmental Quality Company)	LP OSRV Holdings, Inc.
MICHIGAN DISPOSAL, INC.	NRC NY Environmental Services, Inc.
WAYNE DISPOSAL, INC.	NRC Payroll Management LLC
US ECOLOGY ROMULUS, INC. (EQ Resource Recovery, Inc.)	NRC Environmental Services Inc
EQ INDUSTRIAL SERVICES, INC.	NRC Alaska LLC changed 7/1/21 to US Ecology Alaska, LLC.
EQ INDUSTRIAL SERVICES, INC. (Detroit Service Center)	National Response Corporation of Puerto Rico
EQ INDUSTRIAL SERVICES, INC. (Atlanta)	National Response Corporation
EQ INDUSTRIAL SERVICES, INC. (Indianapolis)	NRC Intermediate Int. Holding Company LLC
EQ INDUSTRIAL SERVICES, INC. (Ohio)	TMC Services, Inc. dba TMC Environmental TMC Services, Inc.
EQ NORTHEAST, INC.	TMC Holdings & Development, LLC
EQ DETROIT, INC.	Right Wing Realty, LLC
EQ DETROIT, INC. (Transfer & Processing)	Plum Island, LLC
US ECOLOGY TAMPA, INC. (Formerly EQ Florida Inc.)	NRC East Environmental Services, Inc.
EQ MOBILE RECYCLING, INC.	ENPRO Services of Vermont, Inc. is now US Ecology Burlington, Inc
ENVIRITE OF OHIO, INC. (DBA - EQ Ohio)	NRC Environmental of Maine, Inc.
EQ METALS RECOVERY LLC	DAC, LLC
ENVIRITE OF ILLINOIS, INC. (DBA - EQ Illinois)	DAC III, LLC
ENVIRITE OF PENNSYLVANIA, INC. (DBA - EQ Pennsylvania)	DAC II, LLC
US ECOLOGY TULSA, INC. (Formerly EQ Oklahoma, Inc.)	BRUDAC, LLC
ENVIRITE TRANSPORTATION LLC	Terralink Systems, Inc.
RTF ROMULUS LLC	Old Blackstone Realty, LLC
US ECOLOGY SULLIGENT, INC. (Formerly known as EQ Alabama, Inc.)	ENPRO Holdings Group, Inc. is now US Ecology Holdings Group, Inc
US ECOLOGY TAYLOR, INC. (Formerly Vac-All Services, Inc.)	OP-TECH Environmental Services, Inc. dba NRC Environmental Services
US ECOLOGY MICHIGAN, INC. (Formerly Dynelcol)	Progressive Environmental Services, Inc.
US ECOLOGY VERNON, INC.	Progressive Environmental Services, Inc. dba SWS Environmental Services
US ECOLOGY HOUSTON, INC.	Progressive Environmental Services, Inc. dba Eagle SWS
US ECOLOGY TRANSPORTATION SOLUTIONS, INC.	Southern Waste Services, Inc. dba SWS First Response
US ECOLOGY IDAHO, INC.	Eagle Construction and Environmental Services, LLC
US ECOLOGY NEVADA, INC.	US Ecology Energy Waste Disposal Services, LLC
US ECOLOGY TEXAS, INC.	US Ecology Karnes County Disposal, LLC
US ECOLOGY WASHINGTON, INC.	Quail Run Services, LLC
US ECOLOGY ILLINOIS, INC.	NRC Gulf Environmental Services, Inc.
US ECOLOGY WINNIE, LLC	
US ECOLOGY HOLDINGS, INC.	
US Ecology Thermal Services, Inc	

UMB SITS OVER FOREIGN or LOCAL COVER:

CANADA: USE Canada Holdings, Inc.
CANADA: US Ecology Stablex Holdings, Inc.
CANADA: E.S.I. (Environmental Services Inc)
CANADA:US Ecology Canada Inc fka W.I.S.E.EnvironmentalSolutions,Inc
ANGOLA: National Response Corporation (Angola) Lda
GEORGIA: NRC International Services Ltd
MEXICO: NATIONAL RESPONSE CORPORATION MEXICO NRC, S. DE R.L. DE C.V
EQ de Mexico, Inc.
TURKEY: NRC Environmental Protection Waste Management & Remediation Services AS
UAE: National Response Corporation (NRC) Environmental Services UAE LLC
UK: NRC Environmental Services (UK) Limited
NRC WWS (UK) Limited

NRC US Holding Company, LLC is now US Ecology US Holding Company, LLC

JFL-NRC Holdings, LLC is now US Ecology Holdings, LLC



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-4525418-00	05/01/2021	05/01/2022	05/01/2021	18757000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO-4525419-00

Effective Date: 05/01/2021

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.