



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

[List View](#)

## General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 433231

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID:  

SO Doc ID: DEP1800000020

Legal Name: KEMRON ENVIRONMENTAL SERVICES INC

Published Date: 4/26/18

Alias/DBA:

Close Date: 5/10/18

Total Bid: \$172,115.45

Close Time: 13:30

Response Date:  

Status: Closed

Response Time: Solicitation Description:   

Total of Header Attachments: 1

[Apply Default Values to Commodity Lines](#)[View Procurement Folder](#)



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 433231  
**Solicitation Description :** Addendum No.03 - HSER Waste Disposal Services  
**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-05-10 13:30:00	SR 0313 ESR05101800000005143	1

<b>VENDOR</b>
000000102616 KEMRON ENVIRONMENTAL SERVICES INC

**Solicitation Number:** CRFQ 0313 DEP1800000020

**Total Bid :** \$172,115.45      **Response Date:** 2018-05-10      **Response Time:** 11:45:57

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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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				\$172,115.45

Comm Code	Manufacturer	Specification	Model #
24102400			

**Extended Description :** Waste Disposal Services as outlined on the attached bid sheet.



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

State of West Virginia  
 Request for Quotation  
 27 – Miscellaneous

Proc Folder: 433231

Doc Description: Addendum No.03 - HSER Waste Disposal Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-04-26	2018-05-10 13:30:00	CRFQ 0313 DEP1800000020	4

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number: KEMRON Environmental Services, Inc.  
 108 Craddock Way, Suite 5  
 Poca, WV 25159

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X  FEIN # 11-2393978 DATE 5/10/18

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.03 is issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

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, per the terms and conditions and specifications as attached.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	HSER Waste Disposal Services				<b>\$172,115.45</b>

Comm Code	Manufacturer	Specification	Model #
24102400			

**Extended Description :**

Waste Disposal Services as outlined on the attached bid sheet.

**SOLICITATION NUMBER:** CRFQ DEP1800000020

**Addendum Number:** No.03

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to publish vendor questions and agency responses.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

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HSER Waste Disposal Services  
CRFQ DEP180000020  
Vendor Questions and Agency Responses

Q1.) I have a question concerning the Terms and Conditions for the WVDEP bid for waste disposal services. My question is as follows: Will any exceptions to the terms and conditions be allowed, or must the contract remain as stated in the bid?

A1.) Vendors may submit exceptions to the terms and conditions with their submitted bid. Many of the terms and conditions set forth in the solicitation are mandated by state law and/or code and therefore cannot be waived. The Purchasing Division and the Agency reserves the right to reject or negotiate these exceptions if they conflict with state law and/or code.

Q2.) What is the approximate annual value of this contract? What was the dollar amount spent in the last fiscal year?

A2.) Cannot estimate unknown quantity; every year is unique. We respond to emergencies and household hazardous waste cleanups. Some of the waste we dispose is exempted from waste codes under the household hazardous waste exemption.

Q3.) Is training documentation requested to be submitted with the response or subsequent to an award?

A3.) Per specification 3.6, "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."

Q4.) Is the cost of containers to package the waste to be included in the unit rates or will WVDEP provide them?

A4.) The wastes are packaged in UN approved containers. The cost of any repackaging will be the responsibility of the vendor.

Q5.) Does vendor provide separate pricing for supplies?

A5.) Any supplies used by the vendor will be included in the unit pricing for transport and disposal.

Q6.) Item 3-4: What type of flammable liquid? What is volume of water to the flammable liquid? (How much water)

A6.) Line item 3: Cannot estimate unknown quantity. These items are usually picked up from floods; these can be of any volume ratio with any type of flammable liquid.

Line item 4: Cannot describe the unknown but can describe some of the flammable liquids we have managed have included individual packaged or bulk combinations of one or more of the following: benzene, gasoline, chlorobenzene, diesel, home heating fuel, paint thinner, naphtha, toluene, kerosene, isopropyl alcohol, methanol, acetone, camp fuel, linseed oil, tung oil, methyl ethyl ketone, butane, petroleum distillates and lighter fluid.

Q7.) Item 6-9: What is the flammable solid?

A7.) Cannot describe the unknown but can describe some of the flammable solids we have managed have included individual containers of safety book matches, Sulphur, naphthalene, charcoal, red phosphorus, sodium, white phosphorus, yellow phosphorus, lithium and trioxane solid tablets. A small or larger drum of flammable solid would most likely have individually packaged items.

Q8.) Item 10-11: What is the solid? What is the flammable liquid? What is the volume of solid v/s liquid?

A8.) Cannot describe the unknown but can describe some of the waste we have managed have included absorbents with gasoline (or some type of fuel mix), clandestine laboratory waste with salt or pill dough with petroleum distillates, and dirt and or gravel with gasoline (or some type of fuel mix) or flammable paint. The liquid to solid volume ratio could be any combination.

Q9.) Item 12-14: What are the liquid oxidizers?

A9.) Cannot describe the unknown but can describe some of the waste we have managed have included silver nitrate, hydrogen peroxide, ammonium nitrate emulsion, and hydroiodic acid (5.1 & 8).

Q10.) Item 15-19: What are the solid oxidizers?

A10.) Cannot describe the unknown but can describe some of the waste we have managed have included chlorine tablets, ammonium nitrate, silver nitrate, potassium iodate, potassium dichromate, calcium hypochlorite, strontium nitrate, potassium chlorate, potassium perchlorate, sodium chlorate, silver chloride, and cadmium nitrate.

Q11.) Item 20-22: What type of organic peroxide? Are they temperature controlled?

A11.) Cannot describe the unknown but can describe some of the waste we have managed have included individual containers of methyl ethyl ketone peroxide and cumyl hydro peroxide recovered from flood material or household hazardous waste. Most likely these would not be temperature controlled onsite, however, in transit you would probably want to do so.

Q12.) Item: 23-24: What type of liquid pesticides and herbicides? What type of solid pesticides and herbicides?

A12.) Cannot describe the unknown but can describe some of the waste we have managed have included various weed/insect killers branded for commercial/household use such as malathion (L), diazinon (L & S), chlordane (L), round-up (L), DDT (L & S), 2-4D (L), 2-4-5D&2-4D (L), copper fungicides (L & S), sevin (L & S), warfarin (S), pyrethrins (L & S), captan (L & S), bordeaux arsenite (L & S), cacodylic acid (L), triazines (L & S), lindane (L), endrin (L), and methoxychlor (L). Items have been accepted in liquid (L) or solid (S) form and most likely individually packaged.

Q13.) Item 25-26: What type of liquid toxic material? What type of solid toxic material?

A13.) Cannot describe the unknown but can describe some of the waste we have managed have included barium chloride (S), pill dough from clandestine drug labs (S), potassium ferricyanide (S), potassium ferrocyanide (S), sodium cyanide (S), indole butyric acid (L), methylene chloride (L), merthiolate (L), hydroquinone (L), chloropicrin (L), and fertilizers of all kinds and concentrations (L & S). Items have been accepted in liquid (L) or solid (S) form and most likely individually packaged.

Q14.) Item 27-29: What type of inorganic acid liquid?

A14.) Cannot describe the unknown but can describe some of the waste we have managed have included hydrochloric (muratic) acid, sulfuric acid, nitric acid, phosphoric acid, and hydrofluoric acid.

Q15.) Item 30: What type of bulked inorganic acid liquid?

A15.) Cannot describe the unknown but can describe some of the waste we have managed have included a 55 gallon drum hydrofluoric acid<5% & sulfuric acid<5% mixture and dilute solutions of individual acids listed in Q19.

Q16.) Item 31-34: What type of organic acid liquid?

A16.) Cannot describe the unknown but can describe some of the waste we have managed have included oxalic acid and acetic acid.

Q17.) Item 35: What type of bulked organic acid liquid?

A17.) Cannot describe the unknown but can describe some of the waste we have managed have included acetic acid.

Q18.) Item 36-39: What type of acidic solid?

A18.) Cannot describe the unknown but can describe some of the waste we have managed have included ferric sulfate and gas generators from clandestine drug labs (plastic bottles with or without tubing and table salt with any of the following acids: hydrochloric or muratic and sulfuric)

Q19.) Item 40: What type of acid solid? What type of acid liquid?

A19.) The solid and liquid could be a combination of materials generally found in gas generators, typically associated with meth lab waste

Q20.) Item 41-43: What type of caustic liquid?

A20.) Cannot describe the unknown but can describe some of the waste we have managed have included potassium hydroxide, ammonium hydroxide, sodium hydroxide, ammonia, bleach

Q21.) Item 44: What type of caustic liquid? Would you please clarify what DMT waste is?

A21.) Clandestine drug lab waste producing dimethyltryptamine. The caustic liquid could have a commercially available drain cleaner such as sodium hydroxide or potassium hydroxide and a flammable layer as well with some kind of petroleum distillate.

Q22.) Item 45-48: What type of caustic solid?

A22.) Cannot describe the unknown but can describe some of the waste we have managed have included lye, sodium hydroxide, pool shock, lime, and potassium hydroxide.

Q23.) Item 49-52: What is the caustic liquid? What is the caustic solid?

A23.) See A22 the waste could be a combination of any caustic material.

Q24.) Item 53-56: What are the mercury containing devices?

A24.) Could be any device that uses mercury. Examples include thermostats, switches, thermometers, and manometers.

Q25.) Item 57-60: What type of debris?

A25.) Could be any type of debris that has come in contact with liquid elemental mercury such as gloves, clothing, bedding, plastic items, wood items, dirt, charcoal filter, and carpet.

Q26.) Item 61-63: What are the compounds?

A26.) Cannot describe the unknown but can describe some of the waste we have managed have included mercury oxide (red and or yellow), mercury salicylate, mercury chloride, mercury nitrate, mercury thiocyanate, and mercury sulfate.

Q27.) Item 64-66: What are the liquids?

A27.) Cannot describe the unknown but can describe some of the waste we have managed have included mercuric oxide and mercury bichloride.

Q28.) Item 67-70: What are the solids?

A28.) Cannot describe the unknown but can describe some of the waste we have managed have included asbestos tiles and siding.

Q29.) Item 71-74: What is the level of PCB?

A29.) Laboratory tests would provide this information. We have no way to determine what level the waste could contain as we do not have the waste in possession now.

Q30.) Item 75-77: These items list flammable/acidic/toxic liquid and solid - What is the flammable liquid and solid? What is the acidic liquid and solid? What is the toxic liquid and solid?

A30.) Clandestine laboratories will be of a variety of flammable, acidic, toxic liquids. Most often we gather any combination of commercially available camp fuel, lighter fluid, naphtha, acetone, methanol, sulfuric acid, hydrochloric acid (muratic acid), and iodine monochloride.

Q31.) Item 78: What is the flammable/caustic/toxic liquid?

A31.) Clandestine laboratories will be of a variety of flammable, caustic, toxic liquids. Most often we gather any combination of commercially available camp fuel, lighter fluid, naphtha, acetone, methanol, lye, sodium hydroxide, potassium hydroxide, and hydrogen peroxide 3%, cold pack (ammonium nitrate diluted in flammable, caustic liquid).

Q32.) Item 79-82: What is the debris? What is acidic? What is caustic?

A32.) Clandestine laboratories will consist of a variety of debris. Most often it is cookware, gloves, masks, glass or plastic bottles, tubing, or table salt that shows to be characteristically acidic or caustic. We could gather any combination of commercially available items mentioned that has been contaminated with sulfuric, hydrochloric, hydroiodic acid, iodine monochloride, lye, sodium hydroxide or potassium hydroxide.

Q33.) Item 83-146 & 149-213: We would like to know if these are containers filled with the specified waste, or if the containers contain smaller containers within the specified container size? (For example: does the 5 gallon container of arsenic contain 5 gallons of arsenic, or several smaller vials of arsenic to fill the 5 gallon container?)

A33.) Cannot describe the unknown but can describe some of the waste we have managed have mostly been individual containers with the listed waste material inside. The exception to this has included bulked formalin (formaldehyde) waste and bulked used oil and bulked flammable liquids.

Q34.) Item 147-148: Please confirm the estimated quantity for this specific waste.

A34.) It is impossible to estimate. We recover/generate waste on an as needed basis from households and emergency responses. In 2017, we generated 4.4 tons of waste. In 2015, we generated 13.7 tons of waste. In 2013, we generated 9.4 tons of waste. In 2011, we generated 3.9 tons of waste. In 2009, we generated 7.4 tons of waste.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

KEMRON Environmental Services, Inc.

\_\_\_\_\_  
Company

*Christoph J. Smith*  
\_\_\_\_\_  
Authorized Signature

5/10/18

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 16, 2018 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**

BUYER: Jessica Chambers  
SOLICITATION NO.: CRFQ DEP1800000020  
BID OPENING DATE: 04/24/2018  
BID OPENING TIME: 1:30 PM (EST)  
FAX NUMBER: (304)558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** April 24, 2018 at 1:30 PM (EST)

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

Revised 02/16/2018

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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  
Upon Award \_\_\_\_\_ and extends for a period of one (1) year(s).

**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 three (3) 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.

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**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**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 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 a 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 \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**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 entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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 prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not 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

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

**Cyber Liability Insurance** in an amount of:

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

**See Exhibit B for Federal Motor Carrier Safety Administration Insurance Requirements**

**Pollution Liability Insurance** in at least the amount of: \$500,000.00

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**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful 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

**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.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**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 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.

**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 with regard to 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 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. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. 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>.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, 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.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. 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.

**41. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

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Protective Services for purposes of verifying compliance with this provision. 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.

**43. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

**44. 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.

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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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**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.

Christopher J. Amick Regional Manager  
(Name, Title)  
Christopher J. Amick P.G., LRS, Regional Manager  
(Printed Name and Title)  
108 Craddock Way, Suite 5, Poca, WV 25159  
(Address)  
304) 755-0999 / (304) 755-0990  
(Phone Number) / (Fax Number)  
camick@kemron.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.

KEMRON Environmental Services, Inc.  
(Company)  
Christopher J. Amick Regional Manager  
(Authorized Signature) (Representative Name, Title)

Christopher J. Amick P.G., LRS / Regional Manager  
(Printed Name and Title of Authorized Representative)

5/10/18  
(Date)

(304) 755-0999 / (304) 755-0990  
(Phone Number) (Fax Number)

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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.
  
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
  - 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.
  
3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

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- 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](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.**

**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.
    - 4.1.1.3 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>

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- 4.1.1.4** 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](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title40/40tab_02.tpl)
- 4.1.1.5** 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>
- 4.1.1.6** The Vendor shall be solely liable for any damages, or claim thereof resulting from the Vendors conduct in loading, transporting or unloading waste, and agrees to fully indemnify the WVDEP from any such claims brought against it.
- 4.1.1.7** 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. (time frame)?
- 4.1.1.8** 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.
- 4.1.1.9** 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.
- 4.1.1.10** 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.
- 4.1.1.11** 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.
- 4.1.1.12** 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

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preferred with the bid submission, but may be requested after bid opening and prior to contract award.

**4.1.1.12.1** 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.

**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 on line Vendor must submit Pricing Page attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

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

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**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.

**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:** Terry Wilfong, Jr.

**Telephone Number:** (304) 755-0999

**Fax Number:** (304) 755-0990

**Email Address:** TLWilfong@kemron.com

**EXHIBIT A  
WVDEP - HSER WASTE DISPOSAL PRICING PAGE**

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
<b>Aerosols</b>				
1	5-Gallon Bucket Containing Aerosols 2.1, 2.2, 2.3	3	\$114.75	\$344.25
2	85-Gallon Drum Containing Aerosols 2.1, 2.2, 2.3	3	\$502.55	\$1,507.65
<b>TOTAL</b>				<b>\$1,851.90</b>
<b>Flammable Liquids</b>				
3	55-gallon drum of flammable liquids and water in an 85 gallon salvage drum	4	\$128.80	\$515.20
4	55-gallon drum of flammable liquids in an 85 gallon salvage drum	8	\$128.80	\$1,030.40
5	Individual containers of flammable paint in an 85-gallon salvage drum	6	\$93.15	\$558.90
<b>TOTAL</b>				<b>\$2,104.50</b>
<b>Flammable Solids</b>				
6	5-Gallon Bucket Containing Flammable Solid 4.1	2	\$114.75	\$229.50
7	55-Gallon Drum Containing Flammable Solid 4.1	2	\$277.15	\$554.30
8	5-Gallon Bucket Containing Flammable Solid 4.2	2	\$114.75	\$229.50
9	5-Gallon Bucket Containing Flammable Solid 4.3	3	\$114.75	\$344.25
<b>TOTAL</b>				<b>\$1,357.55</b>
<b>Flammable Solids Containing a Flammable Liquid</b>				
10	55-Gallon Drum Solids Containing a Flammable Liquid	15	\$226.55	\$3,398.25
11	85-Gallon Drum Solids Containing a Flammable Liquid	15	\$322.00	\$4,830.00
<b>TOTAL</b>				<b>\$8,228.25</b>
<b>Oxidizers</b>				
12	5-gallon bucket containing individual containers of liquid 5.1 oxidizers	1	\$114.75	\$114.75
13	20-gallon lab pack containing individual containers of liquid 5.1 oxidizers	1	\$160.65	\$160.65
14	30-gallon lab pack containing individual containers of liquid 5.1 oxidizers	1	\$201.15	\$201.15
15	55-gallon poly drum containing individual containers of solid 5.1 oxidizers	1	\$277.15	\$277.15

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
16	5-gallon bucket containing individual containers of solid 5.1 oxidizers	1	\$114.75	\$114.75
17	20-gallon lab pack containing individual containers of solid 5.1 oxidizers	1	\$333.45	\$333.45
18	30-gallon lab pack containing individual containers of solid 5.1 oxidizers	3	\$415.80	\$1,247.40
19	55-gallon poly drum containing individual containers of solid 5.1 oxidizers	1	\$522.10	\$522.10
<b>TOTAL</b>				<b>\$2,971.40</b>
<b>Organic Peroxides</b>				
20	5-gallon bucket containing individual containers of 5.2 organic peroxides	3	\$450.90	\$1,352.70
21	20-gallon lab pack containing individual containers of 5.2 organic peroxides	1	\$901.80	\$901.80
22	30-gallon lab pack containing individual containers of 5.2 organic peroxides	1	\$1,127.25	\$1,127.25
<b>TOTAL</b>				<b>\$3,381.75</b>
<b>Pesticide, Herbicide, Toxic</b>				
23	5-gallon bucket containing individual containers of liquid and or solid pesticides and or herbicides	5	\$166.05	\$830.25
24	85-gallon drum containing individual containers of liquid and or solid pesticides and or herbicides	5	\$734.85	\$3,674.25
25	5-gallon bucket containing individual containers of liquid and or solid toxic material	5	\$166.05	\$830.25
26	30-gallon lab pack containing individual containers of liquid and or solid toxic material	5	\$415.80	\$2,079.00
<b>TOTAL</b>				<b>\$7,413.75</b>
<b>Corrosive</b>				
27	5-gallon bucket containing individual containers of acid liquid inorganic	5	\$166.05	\$830.25
28	20-gallon lab pack containing individual containers of acid liquid inorganic	3	\$333.45	\$1,000.35
29	55-gallon drum containing individual containers of acid liquid inorganic	5	\$522.10	\$2,610.50

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
30	55-gallon drum containing bulked inorganic acid liquid inorganic	3	\$522.10	\$1,566.30
31	5-gallon bucket containing individual containers of acid liquid organic	2	\$166.05	\$332.10
32	20-gallon lab pack containing individual containers of acid liquid organic	2	\$333.45	\$666.90
33	30-gallon lab pack containing individual containers of acid liquid organic	2	\$415.80	\$831.60
34	55-gallon drum containing individual containers of acid liquid organic	1	\$522.10	\$522.10
35	55-gallon drum containing bulked organic acid	1	\$270.25	\$270.25
<b>TOTAL</b>				<b>\$8,630.35</b>
<b>Corrosive</b>				
36	5-gallon bucket containing individual containers of acidic solids	3	\$166.05	\$498.15
37	20-gallon lab pack containing individual containers of acidic solids	2	\$333.45	\$666.90
38	30-gallon lab pack containing individual containers acidic solids	1	\$415.80	\$415.80
39	55-gallon drum containing individual containers of acidic solids	1	\$522.10	\$522.10
40	5-gallon bucket containing individual containers of acid solids and liquid inorganic	3	\$93.15	\$279.45
<b>TOTAL</b>				<b>\$2,382.40</b>
<b>Corrosive</b>				
41	5-gallon bucket containing individual containers of caustic liquid	2	\$166.05	\$332.10
42	20-gallon lab pack containing individual containers of caustic liquid	2	\$333.45	\$666.90
43	55-gallon drum containing individual containers of caustic liquid	4	\$522.10	\$2,088.40
44	55-gallon drum containing bulked caustic liquid, DMT Waste	1	\$522.10	\$522.10

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
45	5-gallon bucket containing individual containers of caustic solid	1	\$166.05	\$166.05
46	20-gallon lab pack containing individual containers of caustic solid	1	\$333.45	\$333.45
47	30-gallon lab pack containing individual containers of caustic solid	1	\$415.80	\$415.80
48	55-gallon drum containing individual containers of caustic solid	3	\$522.10	\$1,566.30
<b>TOTAL</b>				<b>\$6,091.10</b>
<b>Corrosive</b>				
49	5-gallon bucket containing individual containers of caustic liquid and solid	3	\$166.05	\$498.15
50	20-gallon lab pack containing individual containers of caustic liquid and solid	1	\$333.45	\$333.45
51	30-gallon lab pack containing individual of containers of caustic liquid and solid	1	\$415.80	\$415.80
52	55-gallon drum containing individual containers of caustic liquid and solid	3	\$522.10	\$1,566.30
53	5-gallon bucket containing individual containers of elemental mercury and mercury containing devices	1	\$594.00	\$594.00
54	20-gallon lab pack containing individual containers of elemental mercury and mercury containing devices	1	\$1,111.05	\$1,111.05
55	30-gallon lab pack containing individual containers of elemental mercury and mercury containing devices	1	\$1,387.80	\$1,387.80
56	85-gallon drum containing individual containers of elemental mercury and mercury containing devices	2	\$2,335.65	\$4,671.30
<b>TOTAL</b>				<b>\$10,577.85</b>
<b>Corrosive</b>				
57	5-gallon bucket containing individual containers of mercury contaminated debris	1	\$594.00	\$594.00
58	20-gallon lab pack containing individual containers of mercury contaminated debris	1	\$1,111.05	\$1,111.05
59	30-gallon lab pack containing individual containers of mercury contaminated debris	1	\$1,387.80	\$1,387.80

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
60	85-gallon drum containing individual containers of mercury contaminated debris	2	\$2,335.65	\$4,671.30
61	5-gallon bucket containing individual containers of mercury compounds solid	3	\$594.00	\$1,782.00
62	20-gallon lab pack containing individual containers of mercury compounds solid	2	\$1,125.90	\$2,251.80
63	30-gallon lab pack containing individual containers of mercury compounds solid	2	\$1,408.05	\$2,816.10
<b>TOTAL</b>				<b>\$14,614.05</b>
<b>Corrosive</b>				
64	5-gallon bucket containing individual containers of mercury compounds liquid	1	\$594.00	\$594.00
65	20-gallon lab pack containing individual containers of mercury compounds liquid	1	\$1,125.90	\$1,125.90
66	30-gallon lab pack containing individual containers of mercury compounds liquid	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$3,127.95</b>
<b>Miscellaneous</b>				
67	5-gallon bucket containing individual containers of asbestos containing solids	2	\$95.85	\$191.70
68	30-gallon lab pack containing individual containers of asbestos containing solids	1	\$241.65	\$241.65
69	55-gallon drum containing individual containers of asbestos containing solids	1	\$323.15	\$323.15
70	85-gallon drum containing individual containers of asbestos containing solids	1	\$446.20	\$446.20
71	5-gallon bucket containing individual containers of polychlorinated biphenyls in oil	1	\$248.40	\$248.40
72	30-gallon lab pack containing individual containers of polychlorinated biphenyls in oil	1	\$622.35	\$622.35
73	55-gallon drum containing individual containers of polychlorinated biphenyls in oil	1	\$755.55	\$755.55
74	85-gallon drum containing individual containers of polychlorinated biphenyls in oil	1	\$1,074.10	\$1,074.10

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
<b>TOTAL</b>				<b>\$3,903.10</b>
<b>Meth Lab Wastes</b>				
75	20-gallon lab pack containing individual containers of Flammable/Acidic/toxic Liquid and or solid	5	\$415.80	\$2,079.00
76	55-gallon drum containing individual containers of Flammable/Acidic/toxic Liquid and or solid	10	\$522.10	\$5,221.00
77	20-gallon lab pack containing individual containers of Flammable/caustic/toxic Liquid and or solid	6	\$415.80	\$2,494.80
78	55-gallon drum containing individual containers of Flammable/caustic/toxic Liquid	12	\$554.85	\$6,658.20
79	20-gallon lab pack containing acidic debris	2	\$333.45	\$666.90
80	55-gallon drum containing acidic debris	2	\$522.10	\$1,044.20
81	20-gallon lab pack containing caustic debris	2	\$333.45	\$666.90
82	55-gallon drum containing caustic debris	2	\$522.10	\$1,044.20
<b>TOTAL</b>				<b>\$19,875.20</b>
<b>Listed Wastes DEP-HSER 2015 Hazardous Waste Report</b>				
Wastes listed below may be managed individually or as a part of a larger labpack for example: pesticides, toxic or meth lab waste				
<b>D001 ignitable</b>				
83	5-gallon	10	\$166.05	\$1,660.50
84	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$2,076.30</b>
<b>D002 corrosive</b>				
85	5-gallon	2	\$189.00	\$378.00
86	30-gallon	1	\$341.55	\$341.55
<b>TOTAL</b>				<b>\$719.55</b>
<b>D003 reactive</b>				
87	5-gallon	5	\$450.90	\$2,254.50
88	30-gallon	1	\$1,127.25	\$1,127.25
<b>TOTAL</b>				<b>\$3,381.75</b>
<b>D004 arsenic</b>				
89	5-gallon	1	\$163.35	\$163.35
90	30-gallon	1	\$407.70	\$407.70

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
			<b>TOTAL</b>	<b>\$571.05</b>
<b>D005 barium</b>				
91	5-gallon	2	\$166.05	\$332.10
92	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$747.90</b>
<b>D006 cadmium</b>				
93	5-gallon	2	\$166.05	\$332.10
94	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$747.90</b>
<b>D007 chromium</b>				
95	5-gallon	4	\$166.05	\$664.20
96	30-gallon	1	\$415.80	\$415.80
97	55-gallon	4	\$522.10	\$2,088.40
			<b>TOTAL</b>	<b>\$3,168.40</b>
<b>Listed Wastes DEP-HSER 2015 Hazardous Waste Report</b>				
<b>D008 lead</b>				
98	5-gallon	3	\$166.05	\$498.15
99	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$913.95</b>
<b>D009 mercury</b>				
100	5-gallon	1	\$1,555.20	\$1,555.20
			<b>TOTAL</b>	<b>\$1,555.20</b>
<b>D011l silver</b>				
101	5-gallon	2	\$166.05	\$332.10
102	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$747.90</b>
<b>D012 endrin</b>				
103	5-gallon	1	\$166.05	\$166.05
104	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$581.85</b>
<b>D013 lindane</b>				
105	5-gallon	1	\$166.05	\$166.05
106	30-gallon	1	\$415.80	\$415.80

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
<b>TOTAL</b>				<b>\$581.85</b>
<b>D014 methoxychlor</b>				
107	5-gallon	1	\$166.05	\$166.05
108	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
<b>D016 2, 4-D</b>				
109	5-gallon	1	\$166.05	\$166.05
110	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
<b>D018 benzene</b>				
111	5-gallon	1	\$166.05	\$166.05
112	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
<b>D020 chlordane</b>				
113	5-gallon	3	\$166.05	\$498.15
114	30-gallon	2	\$415.80	\$831.60
<b>TOTAL</b>				<b>\$1,329.75</b>
<b>D022 chlorobenzene</b>				
115	5-gallon	1	\$166.05	\$166.05
116	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
<b>Listed Wastes DEP-HSER 2015 Hazardous Waste Report</b>				
<b>D027 1, 4-dichlorobenzene</b>				
117	5-gallon	1	\$166.05	\$166.05
118	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
<b>D035 methyl ethyl ketone</b>				
119	5-gallon	1	\$166.05	\$166.05
120	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
<b>D036 nitrobenzene</b>				
121	5-gallon	1	\$166.05	\$166.05
122	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
	<b>D037 pentachlorophenol</b>			
123	5-gallon	1	\$166.05	\$166.05
124	30-gallon	1	\$280.80	\$280.80
<b>TOTAL</b>				<b>\$446.85</b>
	<b>F002 spent halogenated solvents Tetrachloroethylene, methylene chloride, trichloroethylene, 1,1,1-trichloroethane, chlorobenzene, 1,1,2-trichloro-1,2,2-trifluoroethane, ortho-dichlorobenzene, trichlorofluoromethane, and 1,1,2-trichloroethane</b>			
125	5-gallon	1	\$166.05	\$166.05
126	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
	<b>F003 spent non halogenated solvents Xylene, acetone, ethyl acetate, ethyl benzene, ethyl ether, methyl isobutyl ketone, n-butyl alcohol, cyclohexanone</b>			
127	5-gallon	1	\$166.05	\$166.05
128	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
	<b>F004 spent non halogenated solvents Cresols and cresylic acid, and nitrobenzene</b>			
129	5-gallon	1	\$166.05	\$166.05
130	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
<b>Listed Wastes DEP-HSER 2015 Hazardous Waste Report</b>				
	<b>F005 spent non halogenated solvents Toluene, methyl ethyl ketone, carbon disulfide, isobutanol, pyridine, benzene, 2-ethoxyethanol, and 2-nitropropane</b>			
131	5-gallon	1	\$166.05	\$166.05
132	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
	<b>P011 arsenic pentoxide/arsenic oxide</b>			
133	5-gallon	1	\$166.05	\$166.05
134	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
	<b>P012 arsenic trioxide</b>			
135	5-gallon	1	\$166.05	\$166.05
136	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$581.85</b>
	<b>P022 carbon disulfide</b>			
137	5-gallon	1	\$166.05	\$166.05
138	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$581.85</b>
	<b>P029 copper cyanide</b>			
139	5-gallon	1	\$166.05	\$166.05
140	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$581.85</b>
	<b>P030 cyanides n.o.s.</b>			
141	5-gallon	1	\$166.05	\$166.05
142	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$581.85</b>
	<b>P050 endosulfan</b>			
143	5-gallon	1	\$166.05	\$166.05
144	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$581.85</b>
	<b>P051 2,7:3,6-Dimethanonaphth[2,3-b]oxirene, 3,4,5,6,9,9-hexachloro-1a,2,2a,3,6,6a,7,7a octahydro-, (1aalpha, 2beta, 2abeta, 3alpha, 6alpha, 6abeta, 7beta, 7aalpha)- &amp; metabolites</b>			
145	5-gallon	1	\$166.05	\$166.05
146	30-gallon	1	\$415.80	\$415.80
			<b>TOTAL</b>	<b>\$581.85</b>
<b>Listed Wastes DEP-HSER 2015 Hazardous Waste Report</b>				
	<b>P065 fulminic acid, mercury</b>			
147	5-gallon	1	\$310.50	\$310.50
148	30-gallon	1	\$1,053.00	\$1,053.00
			<b>TOTAL</b>	<b>\$1,363.50</b>
	<b>P087 osmium tetroxide</b>			

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
149	5-gallon	1	\$594.00	\$594.00
150	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>P098 potassium cyanide</b>			
151	5-gallon	1	\$594.00	\$594.00
152	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>P104 silver cyanide</b>			
153	5-gallon	1	\$594.00	\$594.00
154	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>P106 sodium cyanide</b>			
155	5-gallon	1	\$594.00	\$594.00
156	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>P188 Benzoic acid</b>			
157	5-gallon	1	\$594.00	\$594.00
158	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>U002 acetone</b>			
159	5-gallon	1	\$594.00	\$594.00
160	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>U003 acetonitrile</b>			
161	5-gallon	1	\$594.00	\$594.00
162	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>U036 4,7-Methano-1H-indene</b>			
163	5-gallon	1	\$594.00	\$594.00
164	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
<b>Listed Wastes DEP-HSER 2015 Hazardous Waste Report</b>				
	<b>U044 chloroform</b>			
165	5-gallon	1	\$594.00	\$594.00

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
166	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>U061 DDT</b>			
167	5-gallon	1	\$594.00	\$594.00
168	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>U072 1,4- dichloro benzene</b>			
169	5-gallon	1	\$594.00	\$594.00
170	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>U122 formaldehyde</b>			
171	5-gallon	1	\$594.00	\$594.00
172	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>U123 formic acid</b>			
173	5-gallon	1	\$594.00	\$594.00
174	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>U129 lindane</b>			
175	5-gallon	1	\$594.00	\$594.00
176	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>U144 acetic acid lead salt/lead acetate</b>			
177	5-gallon	1	\$594.00	\$594.00
178	30-gallon	1	\$1,408.05	\$1,408.05
<b>TOTAL</b>				<b>\$2,002.05</b>
	<b>U154 methanol</b>			
179	5-gallon	1	\$166.05	\$166.05
180	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
	<b>U165 naphthalene</b>			
181	5-gallon	1	\$166.05	\$166.05
182	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
	<b>U169 nitrobenzene</b>			
183	5-gallon	1	\$166.05	\$166.05
184	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
<b>Listed Wastes DEP-HSER 2015 Hazardous Waste Report</b>				
	<b>U217 nitric acid thallium salt/thallium nitrate</b>			
185	5-gallon	1	\$166.05	\$166.05
186	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
	<b>U225 bromoform</b>			
187	5-gallon	1	\$166.05	\$166.05
188	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
	<b>U236 trypan blue</b>			
189	5-gallon	1	\$166.05	\$166.05
190	30-gallon	1	\$415.80	\$415.80
<b>TOTAL</b>				<b>\$581.85</b>
	<b>U240 2, 4-D salts and esters</b>			
191	5-gallon	1	\$163.35	\$163.35
192	30-gallon	1	\$409.05	\$409.05
<b>TOTAL</b>				<b>\$572.40</b>
	<b>U247 methoxychlor</b>			
193	5-gallon	1	\$163.35	\$163.35
194	30-gallon	1	\$409.05	\$409.05
<b>TOTAL</b>				<b>\$572.40</b>
	<b>U279 Carbaryl</b>			
195	5-gallon	1	\$163.35	\$163.35
196	30-gallon	1	\$409.05	\$409.05
<b>TOTAL</b>				<b>\$572.40</b>
	<b>Contaminated Absorbents</b>			
197	85-gallon drum of Petroleum Contaminated Solids	10	\$172.50	\$1,725.00
198	85-gallon drum of Petroleum Contaminated Absorbents Gasoline	5	\$172.50	\$862.50

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
199	85-gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil	10	\$172.50	\$1,725.00
200	85-gallon drum of Petroleum Contaminated Soil	10	\$172.50	\$1,725.00
			<b>TOTAL</b>	<b>\$6,037.50</b>
<b>Universal Waste Used Oil</b>				
201	55-gallon drum of Used Oil off spec for flammability over packed in an 85 gallon drum	10	\$103.50	\$1,035.00
202	55-gallon drum of Used Oil off spec for RCRA metals over packed in an 85 gallon drum	10	\$103.50	\$1,035.00
203	55-gallon drum of Used Oil off spec for Total Organic Halogens and or PCB's over packed in an 85 gallon drum	5	\$514.05	\$2,570.25
			<b>TOTAL</b>	<b>\$4,640.25</b>
<b>Universal Waste Mercury Lamps</b>				
204	box of used fluorescent tubes measuring approximately 50" X 13" X 13"	1	\$97.75	\$97.75
			<b>TOTAL</b>	<b>\$97.75</b>
<b>Universal Waste Batteries</b>				
205	Universal waste Ni-Cd, NiMH batteries			
206	5-gallon	1	\$155.25	\$155.25
207	30-gallon	1	\$388.80	\$388.80
			<b>TOTAL</b>	<b>\$544.05</b>
<b>Universal waste lithium ion batteries</b>				
208	5 gallon	1	\$186.30	\$186.30
209	30 gallon	1	\$467.10	\$467.10
			<b>TOTAL</b>	<b>\$653.40</b>
<b>Universal waste alkaline batteries</b>				
210	5-gallon	1	\$140.40	\$140.40
211	30-gallon	1	\$349.65	\$349.65
			<b>TOTAL</b>	<b>\$490.05</b>
<b>Universal waste lead acid batteries</b>				
212	5-gallon	1	\$124.20	\$124.20

Item	Contract Item	Est. Quantity	Unit Price	Extended Price
213	30-gallon	1	\$310.50	\$310.50
TOTAL				\$434.70
<b>Total Bid Amount</b>				<b>\$172,115.45</b>

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

Company: \_\_\_\_\_ KEMRON ENVIRONMENTAL SERVICES, INC. \_\_\_\_\_

Name: \_\_\_\_\_ Christopher J. Amick P.G., LRS \_\_\_\_\_

Signature: *Christopher J. Amick* Date: 05/10/18

**SCHEDULE OF LIMITS — PUBLIC LIABILITY**

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

## DEFINITIONS AS USED IN THIS ENDORSEMENT

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: KEMRON Environmental Services, Inc.

Authorized Signature: *Christy J. Smith*

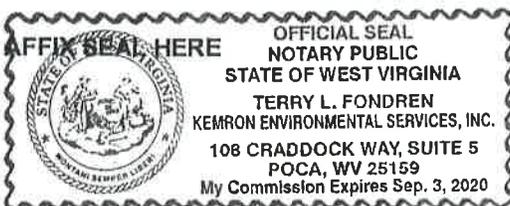
Date: 5/9/18

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 9 day of May, 2018.

My Commission expires September 3, 2020.



NOTARY PUBLIC *Terry L. Fondren*

Purchasing Affidavit (Revised 01/19/2018)

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

Revised October 7, 2017

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

**Contracting Business Entity:** KEMRON Environmental Services, Inc. **Address:** 108 Craddock Way, Suite 5  
Poca, WV 25159

**Authorized Agent:** Christopher J. Amick **Address:** 108 Craddock Way, Suite 5, Poca, WV  
25159

**Contract Number:** DEP180000020 **Contract Description:** HSER Waste Disposal

**Governmental agency awarding contract:** WV Department of Environmental Protection

**Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

Clean Harbors  
414 Goff Mountain Rd, Charleston, WV 25313

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: *Christopher J. Amick* Date Signed: 05/09/18

**Notary Verification**

State of West Virginia, County of Putnam:

I, Christopher J. Amick, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 9 day of May, 2018.

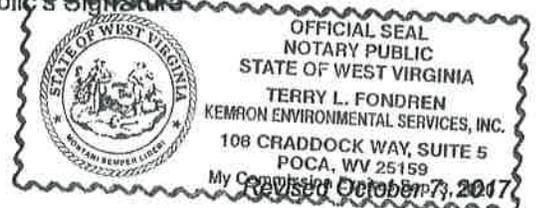
*Terry L. Fondren*  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1.  **Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.  **Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.  **Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.  **Application is made for 5% vendor preference for the reason checked:**  
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: KEMRON Environmental Services, Inc.

Signed: 

Date: 5/9/18

Title: Regional Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

