



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
- Clarification Request

Procurement Folder: 1093839

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: ENVIROSERVE INC

Alias/DBA:

Total Bid: \$179,539.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2300000009

Published Date: 10/11/22

Close Date: 10/17/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
 Solicitation Response

Proc Folder: 1093839
Solicitation Description: HSER Waste Disposal Services
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-10-17 13:30	SR 0313 ESR10172200000001926	1

VENDOR
 VC0000087671
 ENVIROSERVE INC

Solicitation Number: CRFQ 0313 DEP2300000009
Total Bid: 179539 **Response Date:** 2022-10-17 **Response Time:** 13:04:44
Comments:

FOR INFORMATION CONTACT THE BUYER

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

Vendor **FEIN#** **DATE**
Signature X

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				179539.00

Comm Code	Manufacturer	Specification	Model #
24102400			

Commodity Line Comments:

Extended Description:

Waste Disposal Services as outlined on the attached bid sheet.



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1093839			Reason for Modification:
Doc Description: HSER Waste Disposal Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-09-21	2022-10-05 13:30	CRFQ 0313 DEP2300000009	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : EnviroServe Inc.

Address : 4600

Street : Brookpark Rd.

City : Cleveland

State : OH

Country : USA

Zip : 44134

Principal Contact : Charles Counsil

Vendor Contact Phone: 216-642-1311

Extension:

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
 Signature X**

FEIN# 34-1639526

DATE

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

ADDITIONAL INFORMATION

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 attached specifications and terms and conditions.

INVOICE TO**SHIP TO**

ENVIRONMENTAL
PROTECTION
OFFICE OF ADMINISTRATION
601 57TH ST SE
CHARLESTON WV
US

ENVIRONMENTAL
PROTECTION
601 57TH ST
CHARLESTON WV
US

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

Comm Code**Manufacturer****Specification****Model #**

24102400

Extended Description:

Waste Disposal Services as outlined on the attached bid sheet.

SCHEDULE OF EVENTS**Line****Event****Event Date**

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: 09/28/2022 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Joseph.E.HagerIII@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus NA convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: EnviroServe Inc.
BUYER: Josh Hager
SOLICITATION NO.: CRFQ 0313 DEP 2300000009
BID OPENING DATE: See next page
BID OPENING TIME: See next page
FAX NUMBER: 304-558-3970

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: 10/12/2022 @ 1:30 PM ET

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

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division’s website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor’s act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of (1) One Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 (3) Three 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in ~~at least~~ an amount of: _____;
\$5,000,000 per occurrence.

Automobile Liability Insurance in ~~at least~~ an amount of: \$5,000,000
per occurrence.

Professional/Malpractice/Errors and Omission Insurance in ~~at least~~ an amount of:
\$5,000,000
_____ per occurrence. Notwithstanding the forgoing, Vendor's are not required
to list the State as an additional insured for this type of policy.

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

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

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

Pollution Insurance in an amount of: _____ \$5,000,000 per
occurrence. **Aircraft Liability** in an amount of: _____ per
occurrence.

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

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

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

10. [Reserved]

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

N/A

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. WARRANTY: The Vendor expressly warrants for a period of 12 months from date of service that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

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

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

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

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

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

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

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

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

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

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

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

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

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract and all claims, causes of action, suits, losses, costs, fines, taxes, penalties and damages, including, reasonable attorneys' fees ("Losses"), related to personal injury, illness, disease, death, or property damage, which are caused by the negligence, willful misconduct, errors, or omissions of Vendor, its subcontractors, or its employees, and which relate to the performance or non-performance of the Services; (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. Notwithstanding anything in this or any Agreement to the contrary, in no event shall Vendor be liable for consequential, incidental, special, exemplary, or punitive damages, regardless of (a) whether such damages were foreseeable, (b) whether or not State was advised of the possibility of such damages, and/or (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. Consequential damages, as used herein, shall be deemed to include loss of use, loss of income, loss of revenue, lost profits, loss of financing, loss of business, loss of reputation, business interruptions, liquidated damages, and/or loss of productivity or services.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

- a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel

products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

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

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Name, Title) Charles Council

(Printed Name and Title) Project Manager

(Address) 4600 Brookpark Rd, Cleveland, OH 44134

(Phone Number) / (Fax Number) Office: 216-642-1311, Cell: 216-287-0307, Fax: 216-642-1474

(email address) CharlesCouncil@enviroserve.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

EnviroServe Inc.

(Company)

Mike McBride Senior Vice President

(Authorized Signature) (Representative Name, Title)

Mike McBride, Senior Vice President 10/17/22

(Printed Name and Title of Authorized Representative) (Date)

801-949-6576

(Phone Number) (Fax Number)

mikemcbride@enviroserve.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DEP23*09

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.

EnviroServe Inc.
Company


Authorized Signature

10/17/2022
Date

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

REQUEST FOR QUOTATION
HSER Waste Disposal Services

SPECIFICATIONS

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

This was previously advertised as CRFQ DEP22000000006, solicitation opened on: 09/21/2021. Bid results may be viewed at:

<http://www.state.wv.us/admin/purchase/Bids/FY2022/BO20210921.html>

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

REQUEST FOR QUOTATION
HSER Waste Disposal Services

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

REQUEST FOR QUOTATION
HSER Waste Disposal Services

4. MANDATORY REQUIREMENTS:

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

4.1.1 Waste Disposal

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

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

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

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

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

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

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

REQUEST FOR QUOTATION
HSER Waste Disposal Services

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

REQUEST FOR QUOTATION
HSER Waste Disposal Services

4.2.1 Electronic Manifest Fee

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

EPA's electronic reporting requirements can be found at:

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

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

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

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

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide WVDEP with unit pricing for all Contract Services on the Pricing Pages. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the pricing pages.

5.2 Pricing Pages: Vendor should complete the "Exhibit A" Pricing Page by entering the unit price for each contract item defined on the Pricing Page. Vendor should complete the Pricing Page in its entirety, as failure to do so may result in Vendor's bid being disqualified.

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

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

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

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

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11. MISCELLANEOUS:

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

Contract Manager: Charles Council

Telephone Number: 216-642-1311

Fax Number: 216-642-1474

Email Address: CharlesCouncil@enviroserve.com

(A) Item	(B) Contract Item	(C) Estimated Quantity	(D) Unit Price	(E) Extended Price
WVDEP-HSER Waste Sorted by DOT Label (waste disposed will have been recovered from Abandoned Dumps,				
DOT SORTED WASTE				
Aerosols; DOT 2.1, 2.2, 2.3				
1	5 Gallon drum Aerosols 2.1 or 2.2 or 2.3 (not exceeding 1 L capacity)	1	\$265.00	\$265.00
2	20 Gallon drum Aerosols 2.1 or 2.2 or 2.3 (not exceeding 1 L capacity)	1	\$300.00	\$300.00
3	30 Gallon drum Aerosols 2.1 or 2.2 or 2.3 (not exceeding 1 L capacity)	1	\$340.00	\$340.00
4	55 Gallon drum Aerosols 2.1 or 2.2 or 2.3 (not exceeding 1 L capacity)	1	\$505.00	\$505.00
5	85 Gallon drum Aerosols 2.1 or 2.2 or 2.3 (not exceeding 1 L capacity)	2	\$920.00	\$1,840.00
6	Cylinder of MAPP Gas or equivalent 16.1 oz or smaller	3	\$345.00	\$1,035.00
Corrosive; DOT 8 (Corrosive; Corrosive Acidic Inorganic; Corrosive Acidic Organic; Corrosive Basic Inorganic; Corrosive Basic Organic; Solids Containing Corrosive Liquids)				
7	5 Gallon drum containing lab pack individual containers of Corrosive Liquids or Solids	8	\$295.00	\$2,360.00
8	20 Gallon drum containing lab pack individual containers of Corrosive Liquids or Solids	4	\$377.00	\$1,508.00
9	30 Gallon drum containing lab pack individual containers of Corrosive Liquids or Solids	1	\$510.00	\$510.00
10	55 Gallon drum containing lab pack individual containers of Corrosive Liquids or Solids	2	\$655.00	\$1,310.00
11	55 gallon overpack containing bulk drum of Corrosive Liquid	1	\$545.00	\$545.00
Corrosive, Flammable; DOT 8, DOT 3				
12	5 Gallon drum containing lab pack individual containers of Corrosive, Flammable Liquids	3	\$310.00	\$930.00
13	20 Gallon drum containing lab pack individual containers of Corrosive, Flammable Liquids	1	\$407.00	\$407.00
14	30 Gallon drum containing lab pack individual containers of Corrosive, Flammable Liquids	1	\$630.00	\$630.00
15	55 Gallon drum containing lab pack individual containers of Corrosive, Flammable Liquids	1	\$1,015.00	\$1,015.00
16	55 gallon overpack containing bulk drum of Corrosive, Flammable Liquid	1	\$930.00	\$930.00
Corrosive, Oxidizer; DOT 8, DOT 5.1				
17	5 Gallon drum containing lab pack individual containers of Corrosive, Oxidizing Liquids or Solids	1	\$320.00	\$320.00
18	20 Gallon drum containing lab pack individual containers of Corrosive, Oxidizing Liquids or Solids	1	\$517.00	\$517.00
19	30 Gallon drum containing lab pack individual containers of Corrosive, Oxidizing Liquids or Solids	1	\$770.00	\$770.00
20	55 Gallon drum containing lab pack individual containers of Corrosive, Oxidizing Liquids or Solids	1	\$1,275.00	\$1,275.00
21	55 gallon overpack containing bulk drum of Corrosive, Oxidizing Liquid	1	\$1,105.00	\$1,105.00
Corrosive, Toxic; DOT 8, DOT 6.1				
22	5 Gallon drum containing lab pack of individual containers of Corrosive, Toxic Liquids or Solids	4	\$305.00	\$1,220.00
23	20 Gallon drum containing lab pack of individual containers of Corrosive, Toxic Liquids or Solids	1	\$397.00	\$397.00

24	30 Gallon drum containing lab pack of individual containers of Corrosive, Toxic Liquids or Solids	1	\$625.00	\$625.00
25	55 Gallon drum containing lab pack of individual containers of Corrosive, Toxic Liquids or Solids	1	\$1,020.00	\$1,020.00
26	55 gallon overpack containing bulk drum of Corrosive, Toxic Liquid or Solids	1	\$1,230.00	\$1,230.00
Elemental Mercury Corrosive, Toxic; DOT 8, DOT 6.1				
27	5 Gallon drum containing individual containers of elemental Mercury and Mercury containing Devices	3	\$985.00	\$2,955.00
28	20 Gallon drum containing individual containers of elemental Mercury and Mercury containing Devices	1	\$1,820.00	\$1,820.00
29	5 Gallon drum containing Mercury contaminated Debris	1	\$330.00	\$330.00
30	20 Gallon drum containing Mercury contaminated Debris	1	\$355.00	\$355.00
31	30 Gallon drum containing Mercury contaminated Debris	1	\$385.00	\$385.00
32	55 Gallon drum containing Mercury contaminated Debris	2	\$415.00	\$830.00
33	85 Gallon drum containing Mercury contaminated Debris	6	\$480.00	\$2,880.00
Environmentally Hazardous Substances; DOT 9				
34	5 Gallon drum containing lab pack of individual containers of Environmentally Hazardous Substances Liquids or solids	1	\$295.00	\$295.00
35	20 Gallon drum containing lab pack of individual containers of Environmentally Hazardous Substances Liquids or solids	1	\$377.00	\$377.00
36	30 gallon drum containing lab pack of individual containers of Environmentally Hazardous Substances Liquids or solids	1	\$510.00	\$510.00
37	55 gallon drum containing lab pack of individual containers of Environmentally Hazardous Substances Liquids or solids	1	\$660.00	\$660.00
38	85 gallon drum containing lab pack of individual containers of Environmentally Hazardous Substances Liquids or solids	1	\$1,147.00	\$1,147.00
39	55 gallon drum containing Environmentally Hazardous Substances Liquids or solids	1	\$230.00	\$230.00
40	85 gallon drum containing Environmentally Hazardous Substances Liquids or solids	1	\$280.00	\$280.00
41	55 gallon overpack containing bulk drum of Environmentally Hazardous Substances Liquid or Solids	1	\$230.00	\$230.00
42	85 gallon overpack containing bulk drum of Environmentally Hazardous Substances Liquid or Solids	4	\$280.00	\$1,120.00
Flammable Liquids; Paint or Paint Related Material; DOT 3				
43	5 Gallon drum containing lab pack of individual containers of Flammable Liquids	1	\$280.00	\$280.00
44	20 Gallon drum containing lab pack of individual containers of Flammable Liquids	1	\$317.00	\$317.00
45	30 gallon drum containing lab pack of individual containers of Flammable Liquids	1	\$410.00	\$410.00
46	55 gallon drum containing lab pack of individual containers of Flammable Liquids	1	\$650.00	\$650.00
47	55 gallon overpack containing bulk drum of Flammable Liquids	1	\$265.00	\$265.00
48	85 gallon overpack containing bulk drum of Flammable Liquids	8	\$340.00	\$2,720.00
49	85 gallon overpack containing bulk drum of Flammable Liquids and Water	3	\$305.00	\$915.00

50	55 Gallon drum individual containers up to 5 gallons each of Flammable Paint or Paint Related Material Liquid	1	\$480.00	\$480.00
51	85 Gallon drum individual containers up to 5 gallons each of Flammable Paint or Paint Related Material Liquid	8	\$645.00	\$5,160.00
Flammable Solids; DOT 4.1, 4.2, 4.3 (Flammable Solid; Flammable Inorganic Solid; Flammable Organic Solid)				
52	5 Gallon drum lab pack individual containers Flammable 4.1 Solid	2	\$310.00	\$620.00
53	20 Gallon drum lab pack individual containers Flammable 4.1 Solid	1	\$407.00	\$407.00
54	5 Gallon drum lab pack of individual containers Flammable 4.2 Solid	2	\$525.00	\$1,050.00
55	20 Gallon drum lab pack of individual containers Flammable 4.2 Solid	1	\$592.00	\$592.00
56	5 Gallon drum lab pack of individual containers Flammable 4.3, 4.2 Solid	1	\$1,100.00	\$1,100.00
57	20 Gallon drum lab pack of individual containers Flammable 4.3, 4.2 Solid	1	\$0.00	\$0.00
Flammable, Toxic Liquids; DOT 3, DOT 6.1				
58	5 Gallon drum containing lab pack of individual containers of Flammable, Toxic Liquids	2	\$310.00	\$620.00
59	20 Gallon drum containing lab pack of individual containers of Flammable, Toxic Liquids	1	\$407.00	\$407.00
60	30 Gallon drum containing lab pack of individual containers of Flammable, Toxic Liquids	1	\$635.00	\$635.00
61	55 Gallon drum containing lab pack of individual containers of Flammable, Toxic Liquids	1	\$1,025.00	\$1,025.00
62	55 Gallon overpack containing bulk drum of Flammable, Toxic Liquids	1	\$380.00	\$380.00
63	85 Gallon overpack containing bulk drum of Flammable, Toxic Liquids	1	\$505.00	\$505.00
Flammable, Corrosive; DOT 3, DOT 8				
64	5 Gallon drum containing lab pack individual containers of Flammable, Corrosive Liquids	1	\$310.00	\$310.00
65	20 Gallon drum containing lab pack individual containers of Flammable, Corrosive Liquids	1	\$407.00	\$407.00
66	30 Gallon drum containing lab pack individual containers of Flammable, Corrosive Liquids	1	\$635.00	\$635.00
67	55 Gallon drum containing lab pack individual containers of Flammable, Corrosive Liquids	1	\$1,025.00	\$1,025.00
68	55 Gallon overpack containing bulk drum of Flammable, Corrosive Liquids	1	\$1,005.00	\$1,005.00
Flammable Liquid, Solids Containing a; DOT 4.1				
69	5 Gallon of Solids Containing a Flammable Liquid	1	\$250.00	\$250.00
70	20 Gallon of Solids Containing a Flammable Liquid	1	\$305.00	\$305.00
71	30 Gallon of Solids Containing a Flammable Liquid	1	\$430.00	\$430.00
72	55 Gallon of Solids Containing a Flammable Liquid	1	\$460.00	\$460.00
73	85 Gallon of Solids Containing a Flammable Liquid	1	\$580.00	\$580.00
Flammable, Corrosive; DOT 4.1, DOT 8				
74	5 Gallon drum containing lab pack of individual containers of Flammable, Corrosive Solids	1	\$310.00	\$310.00
75	20 Gallon drum containing lab pack of individual containers of Flammable, Corrosive Solids	1	\$407.00	\$407.00

76	30 Gallon drum containing lab pack individual containers of Flammable, Corrosive Solids	1	\$635.00	\$635.00
77	55 Gallon drum containing lab pack of individual containers of Flammable, Corrosive Solids	1	\$1,025.00	\$1,025.00
78	55 Gallon drum containing Flammable, Corrosive Solids	1	\$455.00	\$455.00
Miscellaneous				
79	5 Gallon drum containing of Asbestos containing Solids	1	\$230.00	\$230.00
80	55 Gallon drum containing Asbestos containing Solids	1	\$305.00	\$305.00
Oxidizers; DOT 5.1				
81	5 Gallon drum containing lab pack of individual containers of Oxidizing Liquids or Solids	5	\$325.00	\$1,625.00
82	20 Gallon drum containing lab pack of individual containers of Oxidizing Liquids or Solids	1	\$517.00	\$517.00
83	30 Gallon drum containing lab pack of individual containers of Oxidizing Liquids or Solids	1	\$770.00	\$770.00
84	55 Gallon drum containing lab pack of individual containers of Oxidizing Liquids or Solids	1	\$1,275.00	\$1,275.00
85	55 Gallon overpack containing drum of Oxidizing Liquids or Solids	1	\$1,190.00	\$1,190.00
86	85 Gallon overpack containing drum of Oxidizing Liquids or Solids	1	\$1,680.00	\$1,680.00
Oxidizing, Toxic; DOT 5.1, DOT 6.1				
87	5 Gallon drum containing lab pack of individual containers of Oxidizing, Toxic Liquids or Solids	1	\$325.00	\$325.00
88	20 Gallon drum containing lab pack of individual containers of Oxidizing, Toxic Liquids or Solids	1	\$517.00	\$517.00
89	30 Gallon drum containing lab pack of individual containers of Oxidizing, Toxic Liquids or Solids	1	\$770.00	\$770.00
90	55 Gallon drum containing lab pack of individual containers of Oxidizing, Toxic Liquids or Solids	1	\$1,275.00	\$1,275.00
Oxidizing, Corrosive; DOT 5.1, DOT 8				
91	5 Gallon drum containing lab pack of individual containers of Oxidizing, Corrosive Liquids or Solids	2	\$325.00	\$650.00
92	20 Gallon drum containing lab pack of individual containers of Oxidizing, Corrosive Liquids or Solids	1	\$517.00	\$517.00
93	30 Gallon drum containing lab pack of individual containers of Oxidizing, Corrosive Liquids or Solids	1	\$770.00	\$770.00
94	55 Gallon drum containing lab pack of individual containers of Oxidizing, Corrosive Liquids or Solids	1	\$1,275.00	\$1,275.00
Organic Peroxides; DOT 5.2				
95	5 Gallon drum containing lab pack of individual containers of Organic Peroxides Liquids or Solids	1	\$525.00	\$525.00
96	20 Gallon drum containing lab pack of individual containers of Organic Peroxides Liquids or Solids	1	\$0.00	\$0.00
Pesticide, Herbicide, Toxic; DOT 6.1				
97	5 Gallon drum containing lab pack of individual containers of Pesticides and or Herbicides Liquids or Solids	1	\$400.00	\$400.00
98	20 Gallon drum containing lab pack of individual containers of Pesticides and or Herbicides Liquids or Solids	1	\$517.00	\$517.00
99	30 Gallon drum containing lab pack of individual containers of Pesticides and or Herbicides Liquids or Solids	1	\$705.00	\$705.00
100	55 Gallon drum containing lab pack of individual containers of Pesticides and or Herbicides Liquids or Solids	1	\$1,065.00	\$1,065.00
101	85 Gallon drum containing lab pack of individual containers of Pesticides and or Herbicides Liquids or Solids	2	\$1,767.00	\$3,534.00

102	55 Gallon overpack containing bulk drum of Pesticides and or Herbicides Liquids or Solids	1	\$1,330.00	\$1,330.00
103	85 Gallon overpack containing bulk drum of Pesticides and or Herbicides Liquids or Solids	1	\$1,830.00	\$1,830.00
Toxic; DOT 6.1 (Toxic; Toxic Inorganic; Toxic Organic; Solids Containing Toxic Liquids)				
104	5 Gallon drum containing lab pack of individual containers of Toxic Liquids or Solids	6	\$300.00	\$1,800.00
105	20 Gallon drum containing lab pack of individual containers of Toxic Liquids or Solids	1	\$517.00	\$517.00
106	30 Gallon drum containing lab pack of individual containers of Toxic Liquids or Solids	1	\$705.00	\$705.00
107	55 Gallon drum containing lab pack of individual containers of Toxic Liquids or Solids	1	\$1,065.00	\$1,065.00
108	55 gallon overpack containing bulk drum of Toxic Liquid or Solids	1	\$1,280.00	\$1,280.00
109	85 gallon overpack containing bulk drum of Toxic Liquid or Solids	1	\$1,830.00	\$1,830.00
Mercury Compounds Toxic; DOT 6.1				
110	5 Gallon drum containing lab pack of individual containers of Mercury compounds Liquids or Solids	1	\$350.00	\$350.00
111	20 Gallon drum containing lab pack of individual containers of Mercury compounds Liquids or Solids	1	\$617.00	\$617.00
Toxic, Flammable; DOT 6.1, DOT 3				
112	5 Gallon drum containing lab pack of individual containers of Toxic, Flammable Liquids or Solids	1	\$300.00	\$300.00
113	20 Gallon drum containing lab pack of individual containers of Toxic Flammable Liquids or Solids	1	\$517.00	\$517.00
114	30 Gallon drum containing lab pack of individual containers of Toxic Flammable Liquids or Solids	1	\$705.00	\$705.00
115	55 Gallon drum containing lab pack of individual containers of Toxic Flammable Liquids or Solids	1	\$1,065.00	\$1,065.00
116	85 Gallon drum containing lab pack of individual containers of Toxic Flammable Liquids or Solids	1	\$1,767.00	\$1,767.00
117	55 Gallon overpack containing bulk drum of Toxic Flammable Liquids or Solids	1	\$1,280.00	\$1,280.00
118	85 Gallon overpack containing bulk drum of Toxic Flammable Liquids or Solids	1	\$1,830.00	\$1,830.00
Toxic, Corrosive; DOT 6.1, DOT 8 (Toxic, Corrosive; Toxic, Corrosive, Inorganic; Toxic, Corrosive, Organic)				
119	5 Gallon drum containing lab pack of individual containers of Toxic, Corrosive Liquids or Solids	1	\$300.00	\$300.00
120	20 Gallon drum containing lab pack of individual containers of Toxic, Corrosive Liquids or Solids	1	\$517.00	\$517.00
121	30 Gallon drum containing lab pack of individual containers of Toxic, Corrosive Liquids or Solids	1	\$705.00	\$705.00
122	55 Gallon drum containing lab pack of individual containers of Toxic, Corrosive Liquids or Solids	1	\$1,065.00	\$1,065.00
123	85 Gallon drum containing lab pack of individual containers of Toxic, Corrosive Liquids or Solids	1	\$1,767.00	\$1,767.00
124	55 Gallon overpack containing bulk drum of Toxic, Corrosive Liquids or Solids	1	\$1,280.00	\$1,280.00
125	85 Gallon overpack containing bulk drum of Toxic, Corrosive Liquids or Solids	1	\$1,830.00	\$1,830.00
WVDEP-HSER Listed Wastes (listed waste disposed will have been recovered from Abandoned Dumps, Cleanups, Floods, Meth Labs, Unknown Sources or Other)				
SINGLE LISTED WASTES				
D001 Flammable				
126	5 Gallon drum lab pack of individual containers of Flammable Liquids	2	\$275.00	\$550.00

127	20 Gallon drum lab pack of individual containers of Flammable Liquids	1	\$317.00	\$317.00
128	30 Gallon drum lab pack of individual containers of Flammable Liquids	1	\$410.00	\$410.00
129	55 Gallon drum lab pack of individual containers of Flammable Liquids	2	\$585.00	\$1,170.00
130	85 Gallon drum lab pack of individual containers of Flammable Liquids	1	\$1,042.00	\$1,042.00
131	55 gallon overpack containing bulk drum of Flammable Liquids and Water	1	\$290.00	\$290.00
132	55 gallon overpack containing bulk drum of Flammable Liquids	1	\$265.00	\$265.00
133	85 gallon overpack containing bulk drum of Flammable Liquids and Water	1	\$370.00	\$370.00
134	85 gallon overpack containing bulk drum of Flammable Liquids	1	\$335.00	\$335.00
135	5 Gallon drum of Solids containing Flammable Liquids	1	\$250.00	\$250.00
136	30 Gallon drum of Solids containing Flammable Liquids	1	\$430.00	\$430.00
137	55 Gallon drum of Solids containing Flammable Liquids	1	\$460.00	\$460.00
138	85 Gallon drum of Solids containing Flammable Liquids	1	\$580.00	\$580.00
139	5 Gallon drum lab pack of individual containers of Flammable 4.1 Solids	2	\$310.00	\$620.00
140	20 Gallon drum lab pack of individual containers of Flammable 4.1 Solids	1	\$407.00	\$407.00
141	5 Gallon drum lab pack of individual containers of Oxidizing 5.1 Liquids or Solids	3	\$325.00	\$975.00
142	20 Gallon drum lab pack of individual containers of Oxidizing 5.1 Liquids or Solids	1	\$517.00	\$517.00
143	30 Gallon drum lab pack of individual containers of Oxidizing 5.1 Liquids or Solids	1	\$770.00	\$770.00
144	55 Gallon drum lab pack of individual containers of Oxidizing 5.1 Liquids or Solids	1	\$1,275.00	\$1,275.00
145	85 Gallon drum lab pack of individual containers of Oxidizing 5.1 Liquids or Solids	1	\$1,967.00	\$1,967.00
146	55 Gallon drum overpack containing bulk drum of Oxidizing 5.1 Liquids or Solids	1	\$1,180.00	\$1,180.00
D002 Corrosive (Corrosive; Corrosive Acidic Inorganic; Corrosive Acidic Organic; Corrosive Basic Inorganic; Corrosive Basic Organic)				
147	5 Gallon drum lab pack of individual containers of Corrosive Liquids	4	\$295.00	\$1,180.00
148	20 Gallon drum lab pack of individual containers of Corrosive Liquids	1	\$377.00	\$377.00
149	30 Gallon drum lab pack of individual containers of Corrosive Liquids	2	\$510.00	\$1,020.00
150	55 Gallon drum lab pack of individual containers of Corrosive Liquids	1	\$655.00	\$655.00
151	55 gallon overpack containing drum of Corrosive Liquids	1	\$545.00	\$545.00
D009 Mercury				
152	5 Gallon drum containing lab pack of individual containers of elemental Mercury and Mercury Containing Devices	3	\$1,000.00	\$3,000.00
153	20 Gallon drum containing lab pack of individual containers of elemental Mercury and Mercury Containing Devices	1	\$1,842.00	\$1,842.00

154	5 Gallon drum containing Mercury Contaminated Debris	1	\$330.00	\$330.00
155	55 Gallon drum containing Mercury Contaminated Debris	1	\$415.00	\$415.00
156	85 Gallon drum containing Mercury Contaminated Debris	1	\$480.00	\$480.00
157	5 Gallon drum containing individual containers of Mercury compounds Liquids or Solids	1	\$350.00	\$350.00
MULTIPLE LISTED WASTES				
D001, D002 Flammable, Corrosive Waste				
158	5 Gallon drum lab pack of individual containers of Flammable, Corrosive Liquids	6	\$310.00	\$1,860.00
159	20 Gallon drum lab pack of individual containers of Flammable, Corrosive Liquids	1	\$407.00	\$407.00
160	30 Gallon drum lab pack of individual containers of Flammable, Corrosive Liquids	1	\$635.00	\$635.00
161	55 Gallon drum lab pack of individual containers of Flammable, Corrosive Liquids	1	\$1,025.00	\$1,025.00
162	55 gallon overpack of bulk drum of Flammable, Corrosive Liquids	2	\$1,005.00	\$2,010.00
163	95 gallon overpack of bulk drum of Flammable, Corrosive Liquids	1	\$1,430.00	\$1,430.00
164	5 Gallon drum lab pack of individual containers of Oxidizing, Corrosive Liquids	1	\$325.00	\$325.00
165	20 Gallon drum lab pack of individual containers of Oxidizing, Corrosive Liquids	1	\$517.00	\$517.00
166	30 Gallon drum lab pack of individual containers of Oxidizing, Corrosive Liquids	1	\$770.00	\$770.00
167	55 Gallon drum lab pack of individual containers of Oxidizing, Corrosive Liquids	1	\$1,275.00	\$1,275.00
168	55 Gallon drum overpack of bulk drum of Oxidizing, Corrosive Liquids	1	\$1,155.00	\$1,155.00
D001, D003 Flammable, Reactive Waste				
169	5 Gallon drum lab pack of individual containers of Flammable, Reactive 4.1 solids	1	\$525.00	\$525.00
170	5 Gallon drum lab pack of individual containers of Flammable, Reactive 4.2 solids	1	\$525.00	\$525.00
171	5 Gallon drum lab pack of individual containers of Flammable, Reactive 4.3 solids	1	\$1,100.00	\$1,100.00
172	5 Gallon drum lab pack of individual containers of Flammable, Reactive 5.1 Liquids or Solids	1	\$525.00	\$525.00
D001, Plus Other F001,F002,F003,F004,F005 Listed Waste				
173	5 Gallon drum lab pack of Individual containers of Flammable, F- listed Liquids	1	\$300.00	\$300.00
174	20 Gallon drum lab pack of Individual containers of Flammable, F- listed Liquids	1	\$517.00	\$517.00
175	30 Gallon drum lab pack Individual containers of Flammable, F- listed Liquids	1	\$705.00	\$705.00
176	55 Gallon drum lab pack Individual containers of Flammable, F- listed Liquids	1	\$1,065.00	\$1,065.00
177	55 Gallon drum overpack of bulk drum of Flammable, F- listed Liquids	1	\$380.00	\$380.00
178	85 Gallon drum overpack of bulk drum of Flammable, F- listed Liquids	1	\$505.00	\$505.00
D001, D018 Listed Waste				
179	5 Gallon drum lab pack of individual containers of Flammable, D001, D018 listed Liquids	1	\$275.00	\$275.00

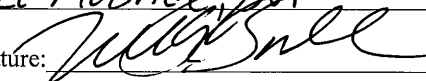
180	20 Gallon drum lab pack individual containers of Flammable, D001 D018 listed Liquids	1	\$317.00	\$317.00
181	30 Gallon drum lab pack of individual containers of Flammable, D001 D018 listed Liquids	1	\$410.00	\$410.00
182	55 Gallon drum lab pack of individual containers of Flammable, D001, D018 listed Liquids	1	\$585.00	\$585.00
183	85 Gallon drum lab pack of individual containers of Flammable, D001, D018 listed Liquids	1	\$1,042.00	\$1,042.00
184	55 Gallon drum overpack of bulk Flammable, D001, D018 listed Liquids	1	\$265.00	\$265.00
185	85 Gallon drum overpack of bulk Flammable, D001, D018 listed Liquids	1	\$370.00	\$370.00
OTHER WASTE (waste disposed will have been recovered from Abandoned Dumps, Cleanups, Floods, Households, Meth Labs, Unknown Sources or Other)				
Contaminated Absorbents/Solids/Soil				
186	5 Gallon drum of Petroleum Contaminated Solids	1	\$200.00	\$200.00
187	20 Gallon drum of Petroleum Contaminated Solids	1	\$210.00	\$210.00
188	30 Gallon drum of Petroleum Contaminated Solids	1	\$220.00	\$220.00
189	55 Gallon drum of Petroleum Contaminated Solids	1	\$230.00	\$230.00
190	85 Gallon drum of Petroleum Contaminated Solids	1	\$280.00	\$280.00
191	5 Gallon drum of Petroleum Contaminated Absorbents Gasoline	1	\$200.00	\$200.00
192	20 Gallon drum of Petroleum Contaminated Absorbents Gasoline	1	\$210.00	\$210.00
193	30 Gallon drum of Petroleum Contaminated Absorbents Gasoline	1	\$220.00	\$220.00
194	55 Gallon drum of Petroleum Contaminated Absorbents, Gasoline	1	\$230.00	\$230.00
195	85 Gallon drum of Petroleum Contaminated Absorbents, Gasoline	1	\$280.00	\$280.00
196	5 Gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil	1	\$200.00	\$200.00
197	20 Gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil	1	\$210.00	\$210.00
198	30 Gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil	1	\$220.00	\$220.00
199	55 Gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil	1	\$230.00	\$230.00
200	85 Gallon drum of Petroleum Contaminated Absorbents, Diesel and or Oil	6	\$280.00	\$1,680.00
201	55 gallon drum of Petroleum Contaminated Soil	1	\$230.00	\$230.00
202	85 gallon drum of Petroleum Contaminated Soil	1	\$280.00	\$280.00
Waste Antifreeze				
203	85 gallon drum overpack containing 55 gallon drum of Antifreeze	1	\$280.00	\$280.00
Used Oil				
204	55 gallon overpack containing drum of Used Oil & Water	1	\$215.00	\$215.00
205	55 gallon overpack containing drum of Used Oil	1	\$215.00	\$215.00

206	85 gallon overpack containing drum of Used Oil & Water	2	\$260.00	\$520.00
207	85 gallon overpack containing drum of Used Oil	2	\$260.00	\$520.00
Used Oil Off Specification				
208	85 gallon overpack containing drum of Off Specification Oil for Flammability Liquids	1	\$370.00	\$370.00
209	85 gallon overpack containing drum of Off Specification Oil for RCRA Metals Liquids	1	\$280.00	\$280.00
210	85 gallon overpack containing drum of Off Specification Oil for Total Organic Halogens Liquids	1	\$380.00	\$380.00
PCB Waste				
211	5 gallon drum containing solids contaminated with PCB's	1	\$295.00	\$295.00
212	20 gallon drum containing solids contaminated with PCB's	1	\$350.00	\$350.00
213	30 gallon drum containing solids contaminated with PCB's	1	\$380.00	\$380.00
214	55 gallon drum containing solids contaminated with PCB's	1	\$405.00	\$405.00
215	85 gallon drum containing solids contaminated with PCB's	1	\$505.00	\$505.00
216	55 gallon overpack containing drum of liquid contaminated with PCB liquids	1	\$1,330.00	\$1,330.00
217	85 gallon overpack containing drum of liquid contaminated with PCB liquids	1	\$1,930.00	\$1,930.00
Smoke Detectors with Americium 241 Source				
218	5 gallon poly of discarded smoke detectors with Americium 241 (up to 10 smoke detectors)	1	\$1,980.00	\$1,980.00
Universal Waste Waste Lamps				
219	5 Gallon drum of Fluorescent Mercury bulbs	2	\$180.00	\$360.00
220	box measuring approximately 50" X 13" X 13" of used Fluorescent Mercury Tubes	1	\$155.00	\$155.00
221	5 Gallon drum of Ni-Cd or NiMHyd Batteries	5	\$205.00	\$1,025.00
Universal Waste Lithium ion Batteries				
222	5 Gallon drum of Lithium ion Batteries	2	\$485.00	\$970.00
Universal Waste Alkaline Batteries				
223	5 Gallon drum of Alkaline Batteries	2	\$185.00	\$370.00
Universal Waste Lead Acid Batteries				
224	5 Gallon drum of Lead Acid Batteries	1	\$165.00	\$165.00
Other Waste DOT Non Regulated and/or Non RCRA Regulated Waste				
225	5 Gallon drum lab pack of individual containers of DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids	3	\$245.00	\$735.00
226	20 Gallon drum lab pack of individual containers of DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids	1	\$302.00	\$302.00
227	30 Gallon drum lab pack of individual containers of DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids	1	\$355.00	\$355.00
228	55 Gallon drum lab pack of individual containers of DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids	1	\$475.00	\$475.00
229	85 Gallon drum lab pack of individual containers of DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids	1	\$872.00	\$872.00

230	5 Gallon Bulk drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids	1	\$200.00	\$200.00
231	20 Gallon Bulk drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids	1	\$210.00	\$210.00
232	30 Gallon Bulk drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids	1	\$220.00	\$220.00
233	55 Gallon Bulk drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids	1	\$230.00	\$230.00
234	85 Gallon Bulk drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids	1	\$280.00	\$280.00
235	30 gallon overpack containing bulk drum of DOT Non Regulated and/or Non RCRA Regulated Waste Liquids or Solids	1	\$220.00	\$220.00
236	55 gallon overpack containing bulk drum of DOT Non Regulated and/or Non RCRA Regulated Waste Liquids or Solids	1	\$230.00	\$230.00
237	85 gallon overpack containing bulk drum of DOT Non Regulated and/or Non RCRA Regulated Waste Liquids or Solids	3	\$280.00	\$840.00
Waste e-Manifest Reporting to be completed by waste disposal company (one price, as set by US EPA, per waste e-manifest)				
238	Mailed in Paper Manifest	Set Fee	\$25.00	\$25.00
239	Scanned Image Upload	Set Fee	\$20.00	\$20.00
240	Data + Image Upload	Set Fee	\$14.00	\$14.00
241	Electronic Manifest (Fully Electronic & Hybrid)	Set Fee	\$8.00	\$8.00
Total Bid Amount :			\$139,029.00	\$179,539.00

Company: EnviroServe Inc.

Name: Mike McBride ^{SUP}

Signature: 

Addendum to Pricing Sheet

Please note the following stipulations to Exhibit A – WVDEP – HSER Waste Disposal Pricing

1. The pricing offered is valid for the first year of the contract. Due to market volatility and incineration conditions, Enviroserve would need to offer new pricing on a year to year basis for any of the (3) 1-year options discussed in the solicitation.
2. Mercury debris drums can not contain any free metallic mercury
3. All flammable liquid drums must meet Rich Fuel Specifications of < 10% halogens, < 10% sludge, <20% water
4. Any organic oxidizers will be priced on a case by case basis. The pricing for the various drummed oxidizer streams are only for inorganic oxidizers
5. The pricing offered for any organic peroxide, class 5.2 waste streams are for non-temperature controlled, non-explosive peroxides
6. Pesticide/Herbicide/Toxic Drum Waste streams and lab-pack cannot contain dioxins
7. The used oil waste streams can not contain any PFOS chemicals
8. Pricing offered for smoke detector disposal are only for intact or whole detectors. Broken smoke detectors will be priced on a case by case basis
9. Reactive lab-packs are only acceptable in 5-gallon pails. Larger containers are not allowed per disposal site restrictions

Disposal Site	Address	Phone #	Contact	EPA ID #
Chemical Solvents	1010 Old Dennison Ave, Cleveland, OH 44109	(216) 741-9310	Jennifer Maldono	OHD980897656
EQ-Detroit, Inc	1923 Frederick Street, Detroit, MI 48211	(313) 347-1300	John Barta	MID980991566
Fielding Environmental, LLC	150 4th Avenue, Freedom, PA 15042	(412) 260-9878	Loren Wilson	PAD000797548
Michigan Disposal Waste Treatment Plant	49350 N-I94 Service Drive, Bellville, MI 48111	(734) 329-8142	Kerry Durnan	MID000724831
Ross Incineration Services	36790 Giles Road, Grafton, OH 44044	(440) 748-5800	Jennifer Bennison	OHD048415665
Veolia Environmental Services, Texas	7665 Highway 73, Beaumont, TX 77705	(409) 736-2821	Ann Larissey	TXD000838896
Veolia Environmental Services, LLC - Port Washington	1275 Mineral Springs Drive, Port Washington, WI 53074	(262) 284-6855	Sara Crom	WID988566543
Vexor Technology, LLC DBA Circon Environmental	955 W Smith Roa, Medina, OH 44256	(330) 721-9773	Joe Waters	OHD077772895
Wayne Disposal Inc (Site 2)	49350 N-I94 Service Drive, Bellville, MI 48111	(734) 329-8142	Kerry Durnan	MID048090633

EXHIBIT B
 United States Department of Transportation
 Federal Motor Carrier Safety Administration
 Insurance Requirements

FORM MCS-90 Revised 01/05/2017

OMB No.: 2126-0008 Expiration: 01/32/2020

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 <u>49 CFR 171.8</u> , 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 <u>49 CFR 173.403</u> .	\$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 <u>49 CFR 172.101</u> ; hazardous waste, hazardous materials, and hazardous substances defined in <u>49 CFR 171.8</u> and listed in <u>49 CFR 172.101</u> , 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 <u>49 CFR 173.403</u> .	\$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.

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,

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.

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)