



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

State of West Virginia Master Agreement

Order Date: 03-19-2026

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

Order Number:	CMA 0313 0313 DEP26WASTE00B 1	Procurement Folder:	1831878
Document Name:	HSER Waste Disposal Services	Reason for Modification:	
Document Description:	HSER Waste Disposal Services		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2026-03-26
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2027-03-25

VENDOR		DEPARTMENT CONTACT			
Vendor Customer Code:	VC0000087671	Requestor Name:	Jessica S Chambers		
ENVIROSERVE INC		Requestor Phone:	(304) 414-1140		
4600 BROOKPARK RD		Requestor Email:	jessica.s.chambers@wv.gov		
CLEVELAND	OH				
US	44134				
Vendor Contact Phone:	216-642-1311				
Extension:					
Discount Details:		<h1>2026</h1> <p>FILE LOCATION _____</p>			
	Discount Allowed			Discount Percentage	Discount Days
#1	No			0.0000	0
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION	ENVIRONMENTAL PROTECTION
HOMELAND SECURITY & EMERGENCY RESPONSE	HOMELAND SECURITY & EMERGENCY RESPONSE
4994 ELK RIVER RD S	4994 ELK RIVER RD S
ELKVIEW WV 25071	ELKVIEW WV 25071
US	US

3/23/26 60

Purchasing Division's File Copy

Total Order Amount:	Open End
---------------------	----------

JA 3.19.24

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Mindy O'Neil</i> 3/20/2026
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>J. D. S. Gray</i>
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: <i>Cody [Signature]</i> 3-25-26
ELECTRONIC SIGNATURE ON FILE

3/24/2026

Extended Description:

The vendor, Enviroserve Inc., agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for the transportation and disposal of hazardous and non-hazardous waste from its Elkview storage facility, located at 4994 Elk River Road South Elkview, WV to an approved permitted waste disposal facility per the specifications, terms and conditions, Addendum #1 issued 11/24/2025, and the vendors submitted bid response, all incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	24102400				0.000000
	Service From	Service To			Service Contract Amount
				0.00	

Commodity Line Description: HSER Waste Disposal Services

Extended Description:

See attached Exhibit A Pricing Page for Vendor Pricing.

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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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

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

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 prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy 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: \$1,000,000.00 per occurrence.

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

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

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

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

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

Pollution Insurance in an amount of: \$500,000.00 per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

See Exhibit B for Federal Motor Carrier Safety Administration Insurance Requirements

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

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

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

37. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- 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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- 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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review.

If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DEP26*15

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 type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input 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

Charles Council 12/1/25

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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.

(Printed Name and Title) Charles Council LP Program Manager

(Address) 4600 Brook Park Rd Cleveland, OH 44134

(Phone Number) / (Fax Number) (216) 287-0307

(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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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)

Charles Council

(Signature of Authorized Representative)

Charles Council - LP program Manager 11/20/25

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

(216) 287-0307

(Phone Number) (Fax Number)

charlescouncil@enviroserve.com

(Email Address)

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. The award of this contract may be split if it is in the best interest of the Department.

This was previously advertised as CRFQ DEP2300000009 solicitation opened on: 10/17/2022. Bid results may be viewed at:

<https://www.state.wv.us/admin/purchase/Bids/FY2023/BO20221017.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 are 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

HSER Waste Disposal Services

- 2.9 "Hazardous Waste"** as defined on Exhibit A Pricing Page
- 2.10 "Non-Hazardous Waste"** as defined on Exhibit A Pricing Page
- 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 "Completed Manifest"** refers to the bill of lading, bill of lading material manifest, or uniform hazardous waste manifest used to track the location of the waste from waste transporter receipt to the designated facility (a legible, completed Page 1 and all continuation sheets used to record the shipment, including all signatures and dates).
- 2.14 "EPA"** (United States) means Environmental Protection Agency.
- 2.15 "PCB"** means Polychlorinated Biphenyls (CAS Number 27323-18-8)
- 2.16 "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.

HSER Waste Disposal Services

- 3.5** The Vendor will provide documentation of a valid DOT physical.
- 3.6** Compliance with qualification and experience requirements will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. **References, documentation, or other information to confirm compliance with qualification and experience requirements are preferred with the bid submission but may be requested after bid opening and prior to contract award.**

4. MANDATORY REQUIREMENTS:

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

4.1.1 Waste Disposal

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

4.1.1.2 The Vendor is responsible for the packaging, preparing manifest and transporting waste from the WVDEP Elkview office to a permitted waste disposal facility following all applicable transportation rules and federal regulations on labeling, transportation, bills of lading, and manifesting of waste.

<https://www.fmcsa.dot.gov/regulations/hazardous-materials/how-comply-federal-hazardous-materials-regulations>

<https://www.fmcsa.dot.gov/regulations/search>

40 CFR270 (Hazardous Waste Permit Program)-
<https://www.ecfr.gov/current/title-40/chapter-I/subchapter-I/part-270>

49 CFR 100-180 (Transportation)-<https://www.ecfr.gov/current/title-49/subtitle-B/chapter-I>

HSER Waste Disposal Services

49CFR 373 (Bill of Lading) and 49 CFR 397 (Transportation of Hazardous Materials)-<https://www.ecfr.gov/current/title-49/subtitle-B/chapter-III/subchapter-B>

4.1.1.3 The vendor shall dispose of PCB contaminated liquids (≥ 50 ppm but < 500 ppm PCBs) by incineration (PCB liquids at concentrations ≥ 50 ppm must be disposed of in an incinerator which complies with 40CFR761.70) <https://www.ecfr.gov/cgi-bin/text-idx?node=pt40.34.761&rgn=div5>

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 comply with applicable sections of title 49 CFR 172 (permits and placarding) as well as 49 CFR 387.49, including the 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, 263, 264, 265, 268 and 279 of the Code of Federal Regulations
<https://www.ecfr.gov/current/title-40>

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

4.1.1.7 The Vendor shall be solely liable for any damage or claim thereof resulting from the Vendors conduct in loading, transporting, or unloading waste.

HSER Waste Disposal Services

- 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.

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/current/title-40/chapter-I/subchapter-I/part-264/subpart-E/section-264.71>

<https://www.epa.gov/e-manifest/e-manifest-user-fees-and-payment-information>

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 in the following manner:

First to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the pricing pages. If the vendor is not able to pick up the material to be disposed of in the requested time frame, we would move to the second lowest bidder meeting specifications and then to the next vendor in consecutive order of lowest bid until the work is accepted and is started.

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.

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS)

HSER Waste Disposal Services

website. If unable to respond online, Vendor must submit the Pricing Page with their submitted bid prior to the scheduled bid opening date.

Vendors 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.

Vendors 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.

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. If the vendor cannot schedule the pickup from the Elkview facility within the timeframe needed up to 21 days, the next ranked vendor on the awarded vendor list will be contacted for disposal.

7. **INVOICING:** The vendor's invoice must be printed on the official letterhead of the company listed on the awarded contract and must include the following information: an invoice number, invoice date, dates of service, the drum number (WVDEP-HSER identification number), each drum description (this description should match what is on the waste disposal bid award), each line item number from the waste disposal bid award and the corresponding waste disposal bid award price, and a completed and legible bill(s)

HSER Waste Disposal Services

of lading, bill(s) of lading material manifest, or hazardous waste manifest(s) corresponding to all items listed on the invoice.

- 8. 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
- 9. 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.
- 10. 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.

HSER Waste Disposal Services

11. 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.

HSER Waste Disposal Services

11. MISCELLANEOUS:

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

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT A				
WV DEP - HSER WASTE DISPOSAL PRICING PAGE				
(A) Item	(B) Contract Item	(C) Estimated Quantity	(D) Unit Price	(E) Extended Price
WV DEP - 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)		\$85.00	0
2	55 Gallon drum Aerosols 2.1 or 2.2 or 2.3 (not exceeding 1 L capacity)		\$815.00	
3	85 Gallon drum Aerosols 2.1 or 2.2 or 2.3 (not exceeding 1 L capacity)		\$1,350.00	
4	2.2 Refrigerant Tank 30 lbs or less but greater than 1 L (such as R12, R22, R134a, R404a, R410a)		\$105.00	
5	Cylinder of MAPP Gas, MAP-Pro Gas or Propane Gas or equivalent 17 oz or smaller		\$450.00	
Flammable Liquids; Paint or Paint Related Material: DOT 3				
6	5 gal drum lab pack Flammable Liquids		\$240.00	
7	20 gal drum lab pack Flammable Liquids		\$385.00	
8	30 gal drum lab pack Flammable Liquids		\$730.00	
9	55 gal drum lab pack Flammable Liquids		\$1,285.00	
10	55 gal drum Flammable Liquids		\$360.00	
11	55 gal overpack-drum of Flammable Liquids		\$360.00	
12	85 gal overpack-drum of Flammable Liquids		\$550.00	
13	20 gal drum lab pack up to 5 gallons each of Flammable Paint or Paint Related Material Liquid		\$290.00	
14	30 gal drum lab pack up to 5 gallons each of Flammable Paint or Paint Related Material Liquid		\$275.00	
15	55 gal drum lab pack up to 5 gallons each of Flammable Paint or Paint Related Material Liquid		\$485.00	
16	85 gal drum lab pack up to 5 gallons each of Flammable Paint or Paint Related Material Liquid		\$725.00	
Flammable, Toxic Liquids: DOT 3, DOT 6.1				
17	5 gal drum lab pack Flammable, Toxic Liquids		\$240.00	
18	20 gal drum lab pack Flammable, Toxic Liquids		\$385.00	
19	30 gal drum lab pack Flammable, Toxic Liquids		\$730.00	
20	55 gal drum lab pack Flammable, Toxic Liquids		\$1,285.00	
21	55 gal drum Flammable, Toxic Liquids		\$910.00	
22	55 gal overpack-drum Flammable, Toxic Liquids		\$910.00	
23	85 gal overpack-drum Flammable, Toxic Liquids		\$1,360.00	
Flammable, Corrosive; DOT 3, DOT 8				
24	5 gal drum lab pack Flammable, Corrosive Liquids		\$240.00	
25	20 gal drum lab pack Flammable, Corrosive Liquids		\$385.00	
26	30 gal drum lab pack Flammable, Corrosive Liquids		\$730.00	
27	55 gal drum lab pack Flammable, Corrosive Liquids		\$1,285.00	
28	55 gal drum Flammable, Corrosive Liquids		\$2,215.00	
29	55 gal overpack-drum Flammable, Corrosive Liquids		\$2,215.00	
Flammable Liquid, Solids Containing g; DOT 4.1				
30	5 gal of Solids Containing Flammable Liquids		\$435.00	
Flammable Liquid, Solids Containing g; DOT 4.1 (Continued)				
31	55 gal of Solids Containing Flammable Liquids		\$1,075.00	
32	85 gal of Solids Containing Flammable Liquids		\$1,590.00	
Flammable Solids: DOT 4.1, 4.2, 4.3 (Flammable Solid; Flammable Inorganic Solid; Flammable Organic Solid)				
33	5 gal drum lab pack Flammable 4.1 Solid		\$250.00	
34	20 gal drum lab pack Flammable 4.1 Solid		\$385.00	
35	5 gal drum lab pack Flammable 4.2 Solid		\$900.00	

36	20 gal drum lab pack Flammable 4.2 Solid	\$1,125.00
37	5 gal drum lab pack Flammable 4.3	\$1,535.00
38	20 gal drum lab pack Flammable 4.3	\$2,150.00
39	5 gal drum lab pack Flammable 4.3, 4.2 Solid	\$1,535.00
40	20 gal drum lab pack Flammable 4.3, 4.2 Solid	\$2,150.00
Flammable, Corrosive; DOT 4.1, DOT 6.1		
41	5 gal drum lab pack Flammable, Toxic Solids	\$250.00
42	55 gal drum lab pack Flammable, Toxic Solids	\$1,285.00
43	55 gal overpack-drum Flammable, Toxic Solids	\$1,080.00
44	85 gal overpack-drum Flammable, Toxic Solids	\$1,590.00
Flammable, Corrosive; DOT 4.1, DOT 8		
45	5 gal drum lab pack Flammable, Corrosive Solids	\$250.00
46	55 gal drum lab pack Flammable, Corrosive Solids	\$1,285.00
47	55 gal overpack-drum Flammable, Corrosive Solids	\$1,080.00
Oxidizing; DOT 5.1		
48	5 gal drum lab pack Oxidizing Liquids or Solids	\$275.00
49	20 gal drum lab pack Oxidizing Liquids or Solids	\$585.00
50	30 gal drum lab pack Oxidizing Liquids or Solids	\$990.00
51	55 gal drum lab pack Oxidizing Liquids or Solids	\$1,710.00
52	55 gal overpack-drum Oxidizing Liquids or Solids	\$2,415.00
Oxidizing, Toxic; DOT 5.1, DOT 6.1		
53	5 gal drum lab pack Oxidizing, Toxic Liquids or Solids	\$275.00
54	55 gal drum lab pack Oxidizing, Toxic Liquids or Solids	\$1,710.00
Oxidizing, Corrosive; DOT 5.1, DOT 8		
55	5 gal drum lab pack Oxidizing, Corrosive Liquids or Solids	\$275.00
56	55 gal drum lab pack Oxidizing, Corrosive Liquids or Solids	\$1,710.00
Organic Peroxides; DOT 5.2		
57	5 gal drum lab pack Organic Peroxides Liquids or Solids	\$535.00
58	20 gal drum lab pack Organic Peroxides Liquids or Solids	\$940.00
Pesticide, Herbicide, Toxic; DOT 6.1		
59	5 gal drum lab pack Pesticides/Herbicides Liquids or Solids	\$35.00
60	20 gal drum lab pack Pesticides/Herbicides Liquids or Solids	\$585.00
61	30 gal drum lab pack Pesticides/Herbicides Liquids or Solids	\$850.00
62	55 gal drum lab pack Pesticides/Herbicides Liquids or Solids	\$1,365.00
63	85 gal drum lab pack Pesticides/Herbicides Liquids or Solids	\$2,040.00
64	55 gal overpack-drum Pesticides/Herbicides Liquids or Solids	\$3,000.00
65	85 gal overpack-drum Pesticides/Herbicides Liquids or Solids	\$4,400.00
Toxic; DOT 6.1 (Toxic; Toxic Inorganic; Toxic Organic; Solids Containing Toxic Liquids)		
66	5 gal drum lab pack Toxic Liquids or Solids	\$225.00
67	20 gal drum lab pack Toxic Liquids or Solids	\$580.00
68	30 gal drum lab pack Toxic Liquids or Solids	\$850.00
69	55 gal drum lab pack Toxic Liquids or Solids	\$1,365.00
70	55 gal drum Toxic Liquid or Solids	\$3,000.00
Toxic; DOT 6.1 (Toxic; Toxic Inorganic; Toxic Organic; Solids Containing Toxic Liquids) (Continued)		
71	55 gal overpack-drum Toxic Liquid or Solids	\$3,000.00
72	85 gal overpack-drum Toxic Liquid or Solids	\$4,400.00
Cyanide Compounds Toxic; DOT 6.1		
73	5 gal drum lab pack Cyanide compounds Toxic Liquids or Solids	\$950.00
74	20 gal drum lab pack Cyanide compounds Toxic Liquids or Solids	\$1,065.00
Mercury Compounds Toxic; DOT 6.1		
75	5 gal drum lab pack Mercury compounds (not Mercury Cyanide or Mercury Sulfide) Liquids or Solids	\$300.00
76	20 gal drum lab pack Mercury compounds (not Mercury Cyanide or Mercury Sulfide) Liquids or Solids	\$745.00
77	5 gal drum lab pack Mercury Cyanide OR Mercury Sulfide Liquids or Solids	\$625.00
Toxic, Flammable; DOT 6.1, DOT 3		

From:

78	5 gal drum lab pack Toxic, Flammable Liquids	\$250.00	
79	20 gal drum lab pack Toxic, Flammable Liquids	\$385.00	
80	30 gal drum lab pack Toxic, Flammable Liquids	\$745.00	
81	55 gal drum lab pack Toxic, Flammable Liquids	\$1,285.00	\$
82	85 gal drum lab pack Toxic, Flammable Liquids	\$1,950.00	\$
83	55 gal overpack-drum Toxic, Flammable Liquids	\$2,925.00	\$
84	85 gal overpack-drum Toxic, Flammable Liquids	\$4,375.00	\$
Toxic, Flammable; DOT 6.1, DOT 6.1			
85	5 gal drum lab pack Toxic, Flammable Solids	\$250.00	
86	55 gal drum lab pack Toxic, Flammable Solids	\$1,285.00	\$
87	85 gal drum lab pack Toxic, Flammable Solids	\$1,950.00	\$
88	55 gal overpack-drum Toxic, Flammable Solids	\$2,925.00	\$
89	85 gal overpack-drum Toxic, Flammable Solids	\$4,375.00	\$
Toxic, Corrosive; DOT 5.1, DOT 6.1 (Toxic, Corrosive; Toxic, Corrosive, Inorganic; Toxic, Corrosive, Organic)			
90	5 gal drum lab pack Toxic, Corrosive Liquids or Solids	\$250.00	
91	55 gal drum lab pack Toxic, Corrosive Liquids or Solids	\$1,285.00	\$
92	85 gal drum lab pack Toxic, Corrosive Liquids or Solids	\$1,950.00	\$
93	55 gal overpack-drum Toxic, Corrosive Liquids or Solids	\$2,925.00	\$
Corrosive; DOT 8 (Corrosive; Corrosive, Acidic, Inorganic; Corrosive, Acidic, Organic; Corrosive, Basic, Inorganic;			
94	5 gal drum lab pack Corrosive Liquids or Solids	\$235.00	
95	20 gal drum lab pack Corrosive Liquids or Solids	\$345.00	
96	30 gal drum lab pack Corrosive Liquids or Solids	\$395.00	
97	55 gal drum lab pack Corrosive Liquids or Solids	\$650.00	
98	55 gal drum Corrosive Liquids or Solids	\$1,365.00	
99	55 gal overpack-drum Corrosive Liquids or Solids	\$1,365.00	
100	85 gal overpack-drum Corrosive Liquids or Solids	\$2,100.00	
Corrosive, Flammable; DOT 8, DOT 3			
101	5 gal drum lab pack Corrosive, Flammable Liquids	\$250.00	
102	55 gal drum lab pack Corrosive, Flammable Liquids	\$1,285.00	
103	55 gal overpack-drum Corrosive, Flammable Liquid	\$2,925.00	
Corrosive, Oxidizer; DOT 8, DOT 5.1			
104	5 gal drum lab pack Corrosive, Oxidizing Liquids or Solids	\$285.00	
105	55 gal drum lab pack Corrosive, Oxidizing Liquids or Solids	\$1,725.00	
106	55 gal overpack-drum Corrosive, Oxidizing Liquid or Solid	\$2,450.00	
Corrosive, Toxic; DOT 8, DOT 6.1			
107	5 gal drum lab pack Corrosive, Toxic Liquids or Solids	\$255.00	
Corrosive, Toxic; DOT 8, DOT 6.1 (Continued)			
108	55 gal drum lab pack Corrosive, Toxic Liquids or Solids	\$1,285.00	\$
109	55 gal overpack-drum Corrosive, Toxic Liquid or Solids	\$2,450.00	\$
Elemental Mercury Corrosive, Toxic; DOT 8, DOT 6.1			
110	5 gal drum lab pack elemental Mercury (up to 55 lbs - not including drum)	\$8,700.00	\$
111	20 gal drum lab pack elemental Mercury (up to 150 lbs-not including drum)	\$23,750.00	\$
112	5 gal drum lab pack elemental Mercury containing devices (up to 20 lbs - not including drum)	\$1,625.00	
113	20 gal drum lab pack elemental Mercury containing devices (up to 75 lbs - not including drum)	\$5,000.00	
114	5 gal drum Mercury contaminated Debris and Elemental Mercury (up to 30 lbs of waste-not including drum)	\$325.00	
115	20 gal drum Mercury contaminated Debris and Elemental Mercury (up to 75 lbs of waste-not including drum)	\$750.00	
116	30 gal drum Mercury contaminated Debris and Elemental Mercury (up to 100 lbs of waste-not including drum)	\$1,340.00	
117	55 gal drum Mercury contaminated Debris and Elemental Mercury (up to 160 lbs of waste-not including drum)	\$2,415.00	

118	5 gal drum Mercury contaminated Debris for Microencapsulation (up to 30 lbs of waste-not including drum)	\$435.00	
119	20 gal drum Mercury contaminated Debris for Microencapsulation (up to 75 lbs of waste-not including drum)	\$550.00	
120	30 gal drum Mercury contaminated Debris for Microencapsulation (up to 100 lbs of waste-not including drum)	\$550.00	
121	55 gal drum Mercury contaminated Debris for Microencapsulation (up to 160 lbs of waste-not including drum)	\$625.00	\$
Environmentally Hazardous Substances; DOT 9			
122	5 gal drum lab pack Environmentally Hazardous Substances Liquids or Solids	\$185.00	
123	20 gal drum lab pack Environmentally Hazardous Substances Liquids or Solids	\$265.00	
124	30 gal drum lab pack Environmentally Hazardous Substances Liquids or Solids	\$375.00	
125	55 gal drum lab pack Environmentally Hazardous Substances Liquids or Solids	\$475.00	
126	85 gal drum lab pack Environmentally Hazardous Substances Liquids or Solids	\$735.00	
127	55 gal drum Environmentally Hazardous Substances Liquid or Solids	\$225.00	
128	55 gal overpack-drum Environmentally Hazardous Substances Liquid or Solids	\$225.00	
129	85 gal overpack-drum Environmentally Hazardous Substances Liquid or Solids	\$340.00	
Asbestos, Environmentally Hazardous Substances; DOT 9			
130	5 gal drum containing Asbestos containing Solids	\$275.00	
131	55 gal drum containing Asbestos containing Solids	\$385.00	
CRUDE WASTE (waste disposed will have been recovered from Abandoned Dumps, Camps, Floods, Households, Contaminated Absorbents/Solids/Soil)			
132	5 gal drum Petroleum Contaminated Solids, Diesel and/or Oil	\$125.00	
133	55 gal drum Petroleum Contaminated Solids, Diesel and/or Oil	\$235.00	
134	85 gal drum Petroleum Contaminated Solids, Diesel and/or Oil	\$345.00	
135	5 gal drum Petroleum Contaminated Absorbents, Diesel and or Oil	\$125.00	
136	55 gal drum Petroleum Contaminated Absorbents, Diesel and or Oil	\$235.00	
137	85 gal drum Petroleum Contaminated Absorbents, Diesel and or Oil	\$340.00	
138	55 gal drum Petroleum Contaminated Soil, Diesel and/or Oil	\$235.00	
139	85 gal drum Petroleum Contaminated Soil, Diesel and/or Oil	\$345.00	
140	5 gal drum Petroleum Contaminated Solids, Gasoline	\$450.00	
141	55 gal drum Petroleum Contaminated Solids, Gasoline	\$935.00	
Contaminated Absorbents/Solids/Soil (Continued)			
142	85 gal drum Petroleum Contaminated Solids, Gasoline	\$1750.00	
143	5 gal drum Petroleum Contaminated Absorbents, Gasoline	\$450.00	
144	55 gal drum Petroleum Contaminated Absorbents, Gasoline	\$935.00	
145	85 gal drum Petroleum Contaminated Absorbents, Gasoline	\$1,375.00	
146	55 gal drum Petroleum Contaminated Soil, Gasoline	\$935.00	
147	85 gal drum Petroleum Contaminated Soil, Gasoline	\$1,375.00	
Waste Antifreeze			
148	55 gal drum Antifreeze	\$235.00	
149	85 gal overpack- drum 55 gal Antifreeze	\$345.00	
Used Oil			
150	55 gal drum Used Oil & Water	\$235.00	
151	85 gal overpack-drum Used Oil & Water	\$345.00	
152	55 gal drum Used Oil	\$235.00	
153	85 gal overpack-drum Used Oil	\$345.00	
Used Oil Off Specification			
154	55 gal drum Off Specification Oil for Flammability Liquids	\$375.00	
155	85 gal overpack-drum Off Specification Oil for Flammability Liquids	\$550.00	

156	55 gal drum Off Specification Oil for RCRA Metals Liquids	\$385.00	0
157	85 gal overpack-drum Off Specification Oil for RCRA Metals Liquids	\$575.00	0
158	55 gal drum Off Specification Oil for Total Organic Halogens Liquids	\$660.00	0
159	85 gal overpack-drum of Off Specification Oil for Total Organic Halogens Liquids	\$795.00	0
PCB Waste, contaminated with PCB's >=50ppm			
160	5 gal drum lab pack liquids contaminated with PCB's	\$1,100.00	\$
161	5 gal drum solids contaminated with PCB's	\$275.00	
162	20 gal drum solids contaminated with PCB's	\$350.00	
163	30 gal drum solids contaminated with PCB's	\$375.00	
164	55 gal drum solids contaminated with PCB's	\$395.00	
165	85 gal drum solids contaminated with PCB's	\$585.00	
166	55 gal overpack drum of liquid contaminated with PCB liquids	\$3,625.00	\$
167	85 gal overpack drum of liquid contaminated with PCB liquids	\$5,285.00	\$
Other Waste DOT Non Regulated and/or Non RCRA Regulated Waste			
168	5 gal drum lab pack DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids	\$125.00	
169	20 gal drum lab pack DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids	\$175.00	
170	30 gal drum lab pack DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids	\$185.00	
171	55 gal drum lab pack DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids	\$240.00	
172	85 gal drum lab pack DOT Non Regulated and/or Non RCRA Regulated Liquids or Solids	\$340.00	
173	5 gal drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids	\$125.00	
174	20 gal drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids	\$175.00	
175	30 gal drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids	\$185.00	
Other Waste DOT Non Regulated and/or Non RCRA Regulated Waste (Continued)			
176	55 gal drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids	\$240.00	
177	85 gal drum DOT Non Regulated and/or Non RCRA Regulated Waste Solids	\$340.00	
178	55 gal drum DOT Non Regulated and/or Non RCRA Regulated Waste Liquids	\$240.00	
179	55 gal overpack-drum DOT Non Regulated and/or Non RCRA Regulated Waste Liquids or Solids	\$240.00	
180	85 gal overpack-drum DOT Non Regulated and/or Non RCRA Regulated Waste Liquids or Solids	\$340.00	\$
WVDEP-HSER Listed Wastes (listed waste disposed will have been recovered from Abandoned Drums Cleanups)			
SINGLE LISTED WASTES			
D001 Flammable			
181	5 gal drum lab pack Flammable Liquids	\$25.00	
182	20 gal drum lab pack Flammable Liquids	\$415.00	
D001 Flammable (Continued)			
183	30 gal drum lab pack Flammable Liquids	\$750.00	
184	55 gal drum lab pack Flammable Liquids	\$1,295.00	
185	85 gal drum lab pack Flammable Liquids	\$2,125.00	
186	55 gal drum Flammable Liquids and Water	\$475.00	
187	55 gal overpack-drum Flammable Liquids and Water	\$475.00	
188	85 gal overpack-drum Flammable Liquids and Water	\$695.00	
189	55 gal drum Flammable Liquids	\$365.00	
190	55 gal overpack-drum Flammable Liquids	\$365.00	
191	85 gal overpack-drum Flammable Liquids	\$550.00	

From:

192	5 gal drum of Solids containing Flammable Liquids	\$450.00	
193	30 gal drum of Solids containing Flammable Liquids	\$1,085.00	
194	55 gal drum of Solids containing Flammable Liquids	\$1,085.00	
195	85 gal drum of Solids containing Flammable Liquids	\$1,615.00	
196	5 gal drum lab pack Flammable 4.1 Solids	\$400.00	
197	20 gal drum lab pack Flammable 4.1 Solids	\$285.00	
198	5 gal drum lab pack Oxidizing 5.1 Liquids or Solids	\$595.00	
199	20 gal drum lab pack Oxidizing 5.1 Liquids or Solids	\$595.00	
200	30 gal drum lab pack Oxidizing 5.1 Liquids or Solids	\$995.00	
201	55 gal drum lab pack Oxidizing 5.1 Liquids or Solids		
202	55 gal overpack-drum Oxidizing 5.1 Liquids or Solids	\$1,115.00	
D002 Corrosive, Corrosive, Corrosive Acidic Inorganic, Corrosive Acidic Organic, Corrosive Basic Inorganic			
203	5 gal drum lab pack Corrosive Liquids	\$150.00	
204	20 gal drum lab pack Corrosive Liquids	\$150.00	
205	30 gal drum lab pack Corrosive Liquids	\$175.00	
206	55 gal drum lab pack Corrosive Liquids	\$650.00	
207	55 gal drum of Corrosive Liquids	\$1,165.00	\$
208	55 gal overpack-drum Corrosive Liquids	\$2,185.00	\$
D009 Mercury			
209	5 gal drum lab pack elemental Mercury (up to 55 lbs - not including drum)	\$1,260.00	\$
210	20 gal drum lab pack elemental Mercury (up to 150 lbs-not including drum)	\$23,750.00	\$
D009 Mercury (Continued)			
211	5 gal drum lab pack elemental Mercury containing devices (up to 20 lbs - not including drum)	\$1,625.00	
212	20 gal drum lab pack elemental Mercury containing devices (up to 75 lbs - not including drum)	\$5,100.00	
213	5 gal drum Mercury contaminated Debris and Elemental Mercury (up to 30 lbs of waste-not including drum)	\$315.00	
214	20 gal drum Mercury contaminated Debris and Elemental Mercury (up to 75 lbs of waste-not including drum)	\$735.00	
215	30 gal drum Mercury contaminated Debris and Elemental Mercury (up to 100 lbs of waste-not including drum)	\$1,365.00	
216	55 gal drum Mercury contaminated Debris and Elemental Mercury (up to 160 lbs of waste-not including drum)	\$2,395.00	
217	5 gal drum Mercury contaminated Debris for Microencapsulation (up to 30 lbs of waste-not including drum)	\$435.00	
218	20 gal drum Mercury contaminated Debris for Microencapsulation (up to 75 lbs of waste-not including drum)	\$560.00	
219	30 gal drum Mercury contaminated Debris for Microencapsulation (up to 100 lbs of waste-not including drum)	\$560.00	
220	55 gal drum Mercury contaminated Debris for Microencapsulation (up to 160 lbs of waste-not including drum)	\$635.00	
MULTIPLE LISTED WASTES			
D001, D002 Flammable, Corrosive Waste			
221	5 gal drum lab pack Flammable, Corrosive Liquids	\$250.00	
222	20 gal drum lab pack Flammable, Corrosive Liquids	\$395.00	
223	30 gal drum lab pack Flammable, Corrosive Liquids	\$745.00	
224	55 gal drum lab pack Flammable, Corrosive Liquids	\$1,295.00	
225	55 gal drum Flammable, Corrosive Liquids	\$1,295.00	
226	55 gal overpack-drum Flammable, Corrosive Liquids	\$1,295.00	
227	95 gal overpack-drum Flammable, Corrosive Liquids	\$2,225.00	
228	5 gal drum lab pack Oxidizing, Corrosive Liquids	\$275.00	
229	20 gal drum lab pack Oxidizing, Corrosive Liquids	\$595.00	
230	30 gal drum lab pack Oxidizing, Corrosive Liquids	\$995.00	
231	55 gal drum lab pack Oxidizing, Corrosive Liquids	\$1,715.00	

From:

232	55 gal drum overpack-drum Oxidizing, Corrosive Liquids	\$1,715.00
D001, D002 Flammable, Reactive Waste		
233	5 gal drum lab pack Flammable, Reactive 4.2 and/or 4.3 solids	\$1,625.00
234	5 gal drum lab pack Flammable, Reactive 5.1 Liquids or Solids	\$595.00
D001, Plus Other F001, F002, F003, F004, F005 Listed Waste		
235	5 gal drum lab pack Flammable, F- listed Liquids	\$255.00
236	20 gal drum lab pack Flammable, F- listed Liquids	\$415.00
237	30 gal drum lab pack Flammable, F- listed Liquids	\$750.00
238	55 gal drum lab pack Flammable, F- listed Liquids	\$1,295.00
239	55 gal drum Flammable, F- listed Liquids	\$525.00
240	55 gal drum overpack-drum Flammable, F- listed Liquids	\$525.00
241	85 gal drum overpack-drum Flammable, F- listed Liquids	\$765.00
D001, D018 Listed Waste		
242	55 Gallon drum Flammable, D001, D018 listed Liquids	\$365.00
243	55 Gallon overpack-drum Flammable, D001, D018 listed Liquids	\$365.00
244	85 Gallon overpack-drum Flammable, D001, D018 listed Liquids	\$550.00
D001, D018 Listed Waste, Plus Other F001, F002, F003, F004, F005 Listed Waste		
245	55 Gallon drum Flammable, D001, D018, F-Listed Liquids	\$0.00
246	55 Gallon overpack-drum Flammable, D001, D018, F-Listed Liquids	\$0.00
247	85 Gallon overpack-drum Flammable, D001, D018, F-Listed Liquids	\$0.00
Transportation, Labor, Handling, Fuel, Environmental Fees, etc.		
248	Flat Rate per pickup to include transportation, labor, handling, fuel, environmental fees, etc.	\$2,050.00
Waste e-Manifest Reporting to be completed by waste disposal company (one price, as set by US EPA, per waste e-manifest (Fiscal Year 2026 and 2027))		
249	Scanned Image Upload (Fee Set by EPA)	\$20.00
250	Data + Image Upload (Fee Set by EPA)	\$7.00
251	Electronic Manifest (Fully Electronic & Hybrid)(Fee Set by EPA)	\$5.00
Total Bid Amount :		
Company: Enviroserve Inc		
Name: Charles Council		
Signature: Charles Council	Date: 11/20/25	