COMMONWEALTH of VIRGINIA

Department of General Services

Division of Purchases and Supply

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Richmond, Virginia 23218-1199
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September 24, 2010

Commonwealth of Virginia
Statewide Contract
Hazardous Waste Disposal Services
Term Contract E194-343-VP

Contract Period: October 1, 2010 through September 30, 2011

NIGP Commodity Code: 92645 Hazardous Material and Waste Services

Authorized Users: Commonwealth of Virginia agencies and other public bodies.

Contractor:

Heritage Environmental Services, LLC
4132 Pompano Road
Charlotte, NC 28216
DUNS: 35.2044218
TIN: 352044218
eVA Vendor Customer: E33663

Diane Rudy **(Change 01)**
Account Representative
412-418-9664
Email: diane.rudy@heritage-enviro.com

VIEW AND PRINT THIS CONTRACT AND ANY CHANGES AT: www.eva.virginia.gov

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Matt Manion

Matt Manion, C.P.M., VCO
Statewide Service Contract Officer
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INTRODUCTION

This statewide term contract is established as a result of Request for Proposals (RFP) number 61, Resolicitation-Hazardous Waste Disposal & Recycling Services,, issue date December 1, 2005. The RFP, including Amendments 1 and 2, the RFP terms and conditions, Heritage Environmental Services, LLC's proposal dated December 16, 2005, and negotiated modifications are incorporated into this contract. DPS reference: eVA e-procurement folder number 507.

This optional-use, statewide term contract may be used on an as-needed basis by all Commonwealth of Virginia agencies and other public bodies. State agencies or other public bodies placing orders under this contract will be responsible for the payment of bills, invoices, etc. that result from such orders.

For the purposes of this contract, a using entity, whether a state agency or other public body, may be referred to as "agency" "agencies", or "the Commonwealth".

Heritage Environmental Services LLC will increase the amount it pays for the Surcharge Adjustment Fee (SCA) as quarterly sales increase (see below). Reference the *REPORTS/SURCHARGE ADJUSTMENT FEE (SCA)* term and condition on page 14 of this Master Agreement.

Quarterly Invoiced Revenue $0 - $125,000: Normal 2% rebate on total invoice.

Quarterly Invoiced Revenue $125,001 - $250,000: 2.4% rebate on total invoice.

Quarterly Invoiced Revenue $250,001 - $375,000: 3% rebate on total invoice.

Quarterly Invoiced Revenue greater than $375,000: 4% rebate on total invoice.

INSTRUCTIONS

1. **ORDERS**:

   A. Unless otherwise instructed by the Division of Purchases and Supply, all departments, institutions and agencies of the Commonwealth of Virginia will order items/services through eVA (www.eva.virginia.gov).

   B. Other public bodies, including localities, cities, counties, towns and political subdivisions, will place orders through eVA to the maximum extent possible.

   C. See "Instructions" sheet on eVA website for ordering and other contract information.

2. The applicable contract number, Contractor name and federal employer identification number (FEI), purchase order number, and complete description of services must be shown on each purchase order.

3. Approval of vendor's invoice is the responsibility of state agency or other public body placing the order.

4. Any complaint as to unsatisfactory Contractor performance, or violation of contract provisions by Contractor, shall be reported to the Division of Purchases and Supply. The Complaint to State Vendor Form (DGS-41-024), by which to facilitate the notification of the Contractor and this office of complaints, is available from the Division of Purchases and Supply web site at www.eva.virginia.gov.

5. **RENEWAL OF CONTRACT/PRICE ADJUSTMENTS:** This contract may be renewed by the Commonwealth for one (1) one-year period under the terms and conditions of the original contract except as stated below. Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. The "Services", "All Items", and other relevant categories of the CPI-U, U.S. City Average section of the Consumer Price Index of the U.S. Bureau of Labor Statistics, will be used as guides to evaluate requested price changes, as will other indices including Producer Price Index and U.S. Department of Energy fuel statistics. No price increases will be authorized for 365 calendar days after the effective date of the contract, with the exception that the Commonwealth will consider price adjustment requests six months (approximately 180 calendar days) after the effective date of the contract based on changes in fuel cost for transportation. Price escalation may be permitted only at the end of 365 calendar days and each 365 calendar days thereafter and only where verified to the satisfaction of the purchasing office, with the exception that fuel cost price escalation may be permitted only at the end of six months (approximately 180 calendar days) and each six months (approximately 180 calendar days) thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. Contractor shall give not less than 30 days advance notice of any price increase request, with documentation, to the purchasing office.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of goods or services are required to be communicated immediately to the purchasing office.

SPECIFICATIONS SUMMARY

The contractor shall furnish all labor, supervision, equipment, and other materials, as necessary, to provide hazardous waste disposal and recycling services for Commonwealth of Virginia agencies and other public bodies on an "as needed' basis in accordance with this contract and all appropriate Federal, State and local laws and regulations. This contract includes disposal and recycling services for hazardous waste, regulated waste, and household hazardous and regulated waste. It also includes waste that is not categorized as hazardous or regulated, but waste that the Commonwealth determines in its best interest to dispose of under the terms of this contract. For the purposes of this contract, the term "hazardous waste" includes materials regulated by the Virginia Hazardous Waste

Management Regulations and U.S. EPA under 40 CFR Part 261, and may be used to include any other of the above mentioned types of waste. It is not the intent of the Commonwealth to include Regulated Medical Waste disposal and recycling services as part of this contract. Services covered by this solicitation are intended to be "Nonprofessional Services" as defined in the Commonwealth of Virginia *Agency Procurement and Surplus Property Manual* , which is available at the Department of General Services Internet website at www.eva.virginia.gov.

1. GENERAL:

A. The Contractor shall package, pick-up, and transport hazardous waste materials to an appropriate treatment, storage, recycling or disposal facility, and provide lab packing, waste identification/characterization and other hazardous waste disposal services to the Commonwealth on an "as needed" basis. These actions shall be accomplished in compliance with all Federal (including U.S. EPA, USDOT and OSHA), State (including Commonwealth of Virginia, Department of Environmental Quality Hazardous Waste Management Regulations), and local regulatory requirements.

B. Services shall include manifest preparation and management, labeling for transportation, management of disposal certificates and providing test results conducted by Contractor or recycling/disposal firms for materials recovered from tanks and contained within drums and containers.

C. The Contractor shall recycle, dispose, process and/or destroy materials only at a facility authorized to process such materials by the State in which the facility is located. At all times, where/when feasible, the Commonwealth's preferred method for waste management is recycling. Waste shall not be processed and/or disposed of in States that do not regulate the processing of hazardous waste materials. All waste shall only be transported, accumulated, stored, recycled, destroyed or disposed of within the United States. If there are no management options in the United States for a specific waste stream and the Contractor wants to ship the stream outside the United States for management, the Contractor shall obtain waste generator's written approval prior to shipping this stream from the waste generator's site. The Contractor shall ensure that the items shall be processed and/or disposed of in a manner consistent with the applicable facility's permit(s). The Contractor shall remit, to the agency requesting the waste disposal services, certificate(s) of disposal within thirty (30) days of final waste recycling or disposal.

D. The Contractor is solely responsible for any and all spills or leaks occurring during the performance of this contract resulting from or contributed to by the actions of its agents, employees, or subcontractors. The contractor agrees to clean such spills or leaks to the satisfaction of the Commonwealth and in a manner that complies with applicable federal, state and local laws, statues, regulations, and requirements. The clean up will take place at no cost to the Commonwealth.

The contractor shall report all such spills or leaks meeting the reportable quantity thresholds within the USDOT regulations to the agency from which the waste was collected, and to the Department of General Services, Division of Purchases and Supply, contract administrator immediately upon the discovery. A written follow-up

report shall be submitted to the agency and contract administrator no later than two business days after the initial notification.

E. The Contractor shall pick-up materials to be disposed/recycled no later than fourteen (14) days after initial contact by the agency, unless an alternate date is mutually agreed to by the agency and the Contractor.

F. The Contractor shall furnish all qualified personnel, transportation, tools, materials, equipment, labels and warning signs, required for adequate protection of materials during the packaging, transporting and disposal/recycling activities. All such requirements must be in compliance with EPA, USDOT and other regulatory requirements.

G. All packaging and handling of the materials shall be accomplished in a professional manner in conformance with EPA, USDOT and other regulatory standards. Contractor shall use appropriately sized containers to minimize the cost. Segregation and packaging procedures required of the Commonwealth by the Contractor shall not be substantially more restrictive than required by 49 CFR, 40 CFR or VA DEQ, other than segregation required for use of different disposal technologies. All materials shall be removed from the agency immediately after completion of the packaging and preparation of the manifest, unless an alternate removal timeframe is mutually agreed to by the agency and the Contractor. The Commonwealth reserves the right to stop the packaging and/or movement of the materials when the work is not being accomplished in accordance with the contract.

H. The Contractor shall posses all permits required by Federal, State, local and other regulatory entities to accomplish hazardous waste disposal and recycling services. Contractor shall have a current EPA ID number, USDOT Hazardous Materials Registration (if applicable) and a Virginia Hazardous Waste Transporter Permit Number. The Commonwealth reserves the right to approve and/or audit the Contractor's transporters and/or final disposal locations. Audit information or publicly available compliance information may lead the Commonwealth to determine that a Contractor's transporter or disposal location is not in the best interest of the Commonwealth. If this is the case, a mutually agreeable alternative transporter and/or disposal location will be selected and the contract documentation amended.

I. Order Placement: Agencies will use the eVA Internet electronic procurement solution for placing orders with the Contractor. Reference the two (2) eVA clauses in the terms and conditions section of this contract. The Contractor must pay the Annual Registration Fee and the Vendor Transaction Fee as identified in the eVA clauses. The Contractor will invoice the individual agency which placed the order. Information about eVA is available at the Department of General Services, Division of Purchases and Supply website at www.eva.virginia.gov.

J. The Contractor must pay a Surcharge Adjustment (SCA) fee under this contract to the

Department of General Services (DGS) on a quarterly basis to defray the costs for Spend Management procurements. See the REPORTS/SURCHARGE ADJUSTMENT FEE (SCA) clause in the terms and conditions section of this contract for more information.

K. The Contractor shall provide pricing according to the Service Rate Schedule that is part of this contract.

L. The Commonwealth will identify or characterize hazardous waste materials at its own expense, or it may request the Contractor to conduct tests and will pay the Contractor a predetermined fee for this service according to the Service Rate Schedule. Any additional waste characterization testing required by the Contractor shall be at the Contractor's expense. The Commonwealth may request other testing services beyond the scope of waste characterization at predetermined fees according to the Service Rate Schedule.

M. This contract is established with Contractor or Contractors who are willing and able to dispose/recycle all types of hazardous wastes as requested by the Commonwealth. This includes difficult-to-treat wastes, wastes that are problematic due to recycling, treatment, storage, or disposal facility (RTSDF) permit restrictions, hard-to-handle waste streams, etc. Contractors should not selectively "cherry pick" the easy and profitable hazardous waste and leave the hard-to-handle waste streams.

2. <u>SAMPLING:</u>

A. Services requested by agencies may include "Sampling" for materials found in tanks, drums, containers, etc. to include, but not to be limited to identification of petroleum products, hazardous/contaminated materials, constituents or wastes.

B. Sample analysis, when required, shall be performed by a laboratory that maintains a Quality Assurance (QA) and Quality Control (QC) program accepted by State and Federal agencies for constituents analyzed.

3. <u>DISPOSAL AND RECYCLING DOCUMENTATION:</u>

A. Hazardous Waste Manifests.

B. Hazardous Waste Shipments shall be conducted in accordance with applicable requirements of 40 CFR Parts 260 through 279 and 49 CFR 100 through 185.

C. Recycling – Contractor shall submit a certificate or statement that the waste/material was recycled in accordance with all Federal, State and local laws, statues, regulations, and requirements. The certificate or statement shall include the date the waste/material was recycled, the address of the facility which completed the recycling, the exact manner of recycling (use of USEPA Method Management Codes, if pertinent, is preferable), and the quantity of the waste/material recycled.

D. Disposal – See section 4. C. below.

4. TRANSPORTATION:

Transportation of hazardous waste materials to the recycling, treatment, storage, or disposal facility (RTSDF) from the Commonwealth shall utilize the United States Department of Transportation (US DOT) approved packaging, packing materials and labels:

A. The Contractor shall include each unique container identification number on the packing list.

B. The Contractor shall load packed drums for transport in accordance with Federal and State guidelines and / or the US DOT regulations (i.e. 49CFR, 171, 172, 173 and 179) for transportation of hazardous materials.

C. The Contractor shall notify the agency requesting the waste disposal services within thirty-five (35) days of shipment from the Commonwealth, that the material has been received by the recycling, treatment, storage, or disposal facility (RTSDF), via a Hazardous Waste Manifest. The Contractor shall provide the agency certificate(s) of disposal within thirty (30) days of final waste recycling or disposal, showing that the material has been properly treated or disposed of, via a Certificate of Treatment, Disposal or Recycling, *unless an alternate format is mutually agreed to in writing by the agency and the Contractor* <u>*prior to any waste being shipped*</u>. The final treatment or disposal of the waste must occur within 180 days from the date of shipment from the agency requesting the waste disposal services. Upon request by the Commonwealth, copies of all applicable permits and licenses(s) shall be submitted by the Contractor, including but not limited, to:

- EPA Identification Number;
- State Facility Permit;
- State Incineration/Treatment.

5. <u>WASTE REPORTS</u>:

Acquisition, completion and / or and proper submission of all required paperwork (e.g. manifiests, land disposal restriction notifications, certificates of disposal etc…) shall be performed by the Contractor, including but not limited to the following:

A. The Contractor shall complete the appropriate portions of the Hazardous Waste Manifest Form as requested by the Commonwealth, and shall forward the form to the appropriate state office. The Contractor's 24 x 7, toll-free disaster/emergency number should appear on the Contractor's manifests. The Contractor shall subsequently transfer Commonwealth wastes for treatment, recycling or destruction.

B. Upon request by an agency, the Contractor should complete the Biennial EPA Haz

Waste report for waste that was invoiced by the Contractor. The Biennial EPA Haz Waste report should be submitted to the Commonwealth at least three (3) weeks before the report is due to the Virginia Department of Environmental Quality (DEQ). The Contractor may bill the agency for the Biennial EPA Haz Waste report according to the Service Rate Schedule.

C. The Contractor should provide customized reports as required by the agency. The Contractor may bill the agency for customized reports according to the Service Rate Schedule.

6. CONTRACTOR'S REPORT OF SALES:

Contractors shall provide detailed electronic reports (spreadsheets) on a monthly basis that breaks out the spend amounts by various categories. See the REPORTS/SURCHARGE ADJUSTMENT FEE (SCA) clause in the terms and conditions section of this contract. The Microsoft Excel spreadsheet entitled *Monthly Report* attached to this contract is the document Contractor should use for the monthly report to the Commonwealth.

7. CONTRACTOR PERSONNEL:

The Contractor should be capable of supplying laborers (e.g. field supervisors/lead chemists, field chemists, field technicians, etc…) to pack drums.

A. All Contractor personnel performing services under this contract (e.g. field supervisors/lead chemists, field chemists, field technicians, etc…) shall be knowledgeable in handling of hazardous materials, and shall submit evidence of all required Federal, State and locality training, upon request by the Commonwealth.

B. The Contractor should utilize a lead individual who has experience in providing labpack services, to review the labpack services provided under this contract.

8. OVERNIGHT PER DIEM:

If the Contractor's personnel are required to stay overnight due to the nature of the project (i.e. a large project that requires multiple days to complete) the Contractor, not the Commonwealth, shall be responsible for all of the Contractor's personnel per-diem expenses.

If, during pick-up or delivery, the Contractor's personnel (e.g. drivers/chemists/technicians) are required through some fault of the Commonwealth to stay overnight (e.g. supplies are not readily available at the site), the Commonwealth may reimburse the Contractor's per-diem expenses (i.e. lodging and meals) in accordance with the Commonwealth employee per-diem reimbursement schedule in affect at that time of the pick-up or delivery; not to exceed $100.00 per person per day.

If the Contractor's personnel are required to stay overnight due to the fault of the Contractor (e.g. a spill during pick-up, an illness, late start from originating site, vehicle

breakdown, or other such circumstances) the Contractor, not the Commonwealth, shall be responsible for all of the Contractor's personnel per-diem expenses.

9. The Contractor should advise the Commonwealth of environmentally safe waste disposal options.

10. The Contractor should seek to reduce the Commonwealth's long-term liability whenever possible.

11. The Contractor should advise the Commonwealth of any current and forthcoming economical alternatives for the disposal and/or recycling of hazardous waste materials.

12. The Contractor should seek any and all legal possible avenues of disposal to reduce the need for land disposal.

13. At minimum, the Contractor should provide disposal services for the following hazardous waste and / or materials identified below:

- Explosives;
- Flammable gas;
- Non-flammable gas;
- Flammable liquids;
- Flammable Solids;
- Oxidizers and Organic Peroxides;
- Toxic Materials and Infectious Substances;
- Corrosive Materials;
- Miscellaneous Hazardous Materials;
- Polychlorinated Biplenyl (PCB);
- Miscellaneous regulated materials;
- Miscellaneous non-regulated materials;
- Peroxide forming chemicals during non-routine waste pick-ups;
- Florescent Tubes;

In addition, any material that becomes classified as a regulated or hazardous waste, or household hazardous and regulated waste, by an agency of the Federal government or of the Commonwealth of Virginia, authorized to establish such classifications, should be recognized by the Contractor as being included in any contract that results from this solicitation. The Commonwealth and the Contractor may mutually agree to add waste that is not categorized as hazardous or regulated to this contract through a written contract change notice.

14. If available, the Contractor should provide hazardous waste and recycling tracking software to the Commonwealth (and on-site training for Commonwealth personnel in the use of the software).

15. The Contractor should provide on-site hazardous waste disposal and recycling operations training to Commonwealth personnel and those working on behalf of the

Commonwealth, to include:

a. Emergency response;
b. Bulking operations;
c. Characterizing unknown substances;
d. Labpacking; and
e. Cylinder handling.

16. The Contractor is not required to provide hazardous waste disposal and recycling services before, during, and after natural and man-made disasters and emergencies. However, if the Contractor offers such services, the Commonwealth may utilize such services as part of the contract that may result from this solicitation.

REPORTING AND DELIVERY INSTRUCTIONS

A. Agency Report. The contractor shall submit a monthly report by the 10th of each month to each agency using its services under this contract, showing invoiced sales activity from the prior month. This report should show detailed information found on the manifest to support the fee or rate billed with each monthly invoice to the applicable agency.

B. Division of Purchases and Supply Report: The contractor shall submit to the Division of Purchases and Supply by the 10th of each month a Statewide Hazardous Waste Report showing the information requested in the *Monthly Usage Report* that is attached to this solicitation. The Contractor shall use monthly usage reports to calculate the 2% Surcharge Adjustment fee (SCA) to be paid by the Contractor to the Commonwealth each quarter (see Terms and Conditions Summary).

TERMS AND CONDITIONS SUMMARY

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the

contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Each prime contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

eVA Business To Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor

Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

   (i) DMBE-certified Small Businesses: 1%, capped at $500 per order.

   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

eVA Business-To-Government Contracts and Orders: It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified in below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

   (i) DMBE-certified Small Businesses: 1%, Capped at $500 per order.

   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog

Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - Bodily Injury and Property Damage: $1,000,000 per occurrence / $3,000,000 aggregate. Commercial / Bodily Injury and Property Damage, Premises / Operations, Contractual, Products and Completed Operations, Pollution, Environmental Impairment, Underground, Explosion & Collapse (XCU), Personal Injury and Advertising Injury, and Fire Damage Legal Liability.

The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy. All liability limits and aggregates shall apply to this contract.

General Aggregate Limits

(other than products-completed operations) $ 3,000,000

Products-Completed Operations Aggregate $ 3,000,000

Personal and Advertising Injury Limit $ 1,000,000

4. Pollution Liability: $ 5,000,000 each occurrence

$ 10,000,000 for any one policy year.

5. Automobile Liability - Bodily Injury: $1,000,000 combined single limit. Any automobile - Owned, Hired or Non-owned, Garage Liability,

Underinsured/Uninsured Motorist. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

REPORTS/SURCHARGE ADJUSTMENT FEE (SCA):

A. CONTRACTOR'S MONTHLY REPORT OF SALES: Contractors shall provide electronic reports in Microsoft Excel format on a monthly basis showing invoiced sales data. See Attachment 9 for the report template which identifies the information to be provided. Reports are to be provided no later the 10th of each month, reporting total invoiced sales and returns transactions that took place in the immediately prior month. Monthly reports shall be sent to the contract officer and to the following email address: vappreport@dgs.virginia.gov. Due to the high visibility of VaPP, consistent report tardiness may be cause for contract termination.

B. SURCHARGE ADJUSTMENT: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The SCA fee reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The Contractor must remit the SCA fee within 30 days after the end of each calendar year quarter. It is the intent of the Commonwealth to capture 2% of all invoiced transactions under the Contract. The SCA fee equals two percent (2%) of the total invoiced sales as reported in the Contractor's monthly reports for the three previous months. The SCA fee amount due must be paid by check. The check stub or other remittance material must include "VAPP SCA fee", the contract number, and dates of the three-month reporting period. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Heritage Environmental Services LLC will increase the amount it pays for the Surcharge Adjustment Fee (SCA) as quarterly sales increase (see below):

Quarterly Invoiced Revenue $0 - $125,000: Normal 2% rebate on total invoice.

Quarterly Invoiced Revenue $125,001 - $250,000: 2.4% rebate on total invoice.

Quarterly Invoiced Revenue $250,001 - $375,000: 3% rebate on total invoice.

Quarterly Invoiced Revenue greater than $375,000: 4% rebate on total invoice.

Checks are to be payable to: Treasurer of Virginia.

Checks are mailed to:

Department of General Services

P.O. Box 267

Richmond, VA 23218-0267

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.

Mandatory Acceptance of Small Purchase Charge Card: Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** *For current contracts where acceptance of the purchasing card is not in effect,* ***Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.***

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2**, **which is mandatory or Level 3, which is optional.** Information on the various levels for the **Bank of America (BOA) Visa Purchasing Card** is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accept **Bank of America (BOA) Visa Purchasing Card.**

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional)** data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

METHOD OF PAYMENT:

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator for the ordering agency.

The firm shall submit invoices listing the services performed and completed to the Contract Administrator for the ordering agency. The invoice should cite the Purchase Order Number, and dates of services.

The agency will make payment to the firm, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested

services.