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: 07-16-2026

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 DEP2700000003 1	**Procurement Folder:**	1989299
Document Name:	LCAP-Central WV Refuse Leachate Hauling	**Reason for Modification:**	
Document Description:	LCAP-Central WV Refuse Leachate Hauling		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2026-08-01
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2027-07-31

VENDOR

Vendor Customer Code: 000000210050
BAIL CONTRACTING INC
PO BOX 387

CANVAS WV 26662
US
Vendor Contact Phone: 304-872-6963 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Jessica S Chambers
Requestor Phone: (304) 414-1140
Requestor Email: jessica.s.chambers@wv.gov

2027
FILE LOCATION_____

INVOICE TO

(304) 926-0499
ENVIRONMENTAL PROTECTION

LANDFILL CLOSURE ASSISTANCE PROGRAM

601 57TH ST SE

CHARLESTON WV 25304

US

SHIP TO

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999

US

CR 7-21-26
Purchasing Division's File Copy

Total Order Amount:	Open End

JA 7-17-26

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: 7/01/2026	DATE: 7/29/2026	DATE: 7-21-26
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Bail Contracting Inc., agrees to enter into this contract with the agency, The Department of Environmental Protection (WVDEP), for pumping, hauling, and disposing of leachate from Central WV Refuse located near Gassaway, West Virginia to the Flatwoods Canoe Run Public Service District located in Sutton, West Virginia per the specifications, terms and conditions, and the vendors submitted bid request all incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	76121502			PC	5.450000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Liquid waste collection or processing or disposal

Extended Description:

To provide for the hauling and disposal of leachate from Central WV Refuse to the Flatwoods Canoe Run PSD in Sutton, WV; PRICE PER 100 GALLONS

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 One (1) 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

[ ] **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

[ ] 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

[✓] **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.

[✓] Commercial Driver's License (CDL) with Tank Vehicle Endorsement for each driver hauling leachate

[ ]

[ ]

[ ]

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: _____ per occurrence.

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

[☑] Property Damage $1,000,000.00

[ ]

[ ]

[ ]

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.

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.

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) Abigail Bail Secretary

(Address) 2733 Canvas Nettie Rd Canvas WV 26662

(Phone Number) / (Fax Number) 304 619-5923 No Fax

(email address) Dailcon86@hotmail.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, 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.

Bail Contracting Inc.
(Company)

Abigail Bail
(Signature of Authorized Representative)

Abigail Bail Secretary
(Printed Name and Title of Authorized Representative) (Date)

304 619-5923 No Fax
(Phone Number) (Fax Number)

Dailcon86@hotmail.com
(Email Address)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Environmental Protection (WVDEP) to establish an open-end contract for pumping, hauling, and disposing of leachate from Central WV Refuse located near Gassaway, West Virginia to the Flatwoods Canoe Run Public Service District located in Sutton, West Virginia.

   This solicitation was previously advertised as CRFQ 0313 DEP2500000001, solicitation opened on 7/30/2024. Bid results may be viewed at: https://www.state.wv.us/admin/purchase/Bids/FY2025/BO20240730.html

   Vendors are encouraged to review specifications and requirements closely as the specifications most likely have changed since the last time they were solicited.

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 Item"** or **"Contract Items"** means the items identified in **Section 5** below and on the Pricing Pages.

   2.2 **"Flow Meter"** means the flow metering device which measures the volume of leachate entering the tanker truck.

   2.3 **"Landfill"** means Central WV Refuse.

   2.4 **"Leachate"** means liquid that has been contaminated by dissolved or suspended materials due to contact with solid waste or the gases generated by solid waste and collected from the Landfill.

   2.5 **"Leachate Storage Pond or Tank"** means the containment used to collect and store the landfill leachate.

   2.6 **"NPDES"** means Nation Pollutant Discharge Elimination System.

   2.7 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in WV OASIS used to evaluate the Solicitation responses.

   2.8 "**Project Manager**" means the WVDEP Project Manager assigned to the Landfill.

   2.9 **"Services"** means the provision of all labor, materials, tools, equipment, supplies, licenses, permits and services necessary to load and transport the leachate in a

complete and workmanlike manner in accordance with all local, state and federal regulations to a treatment facility licensed and permitted to accept the leachate.

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

2.11 **"Tanker Truck"** means a licensed and insured motor-vehicle used to carry liquified loads on public roads.

2.12 **"WVDEP"** means agents, employees, or representatives of the West Virginia Department of Environmental Protection.

2.13 "**PERSONNEL**" means a valid Commercial Drivers Licensed individual.

2.14 "**PSD**" means Public Service District.

2.15 "**WWTP**" means Wastewater Treatment Plant.

3. GENERAL REQUIREMENTS:

3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Vendor Hauling and Disposal

3.1.1.1 The Vendor shall be responsible for providing all trucks, personnel, and related equipment for the pumping (i.e. hoses, fittings, etc.), hauling and delivery of leachate from Central WV Refuse to the Flatwoods Canoe Run PSD, or to the nearest WVDEP approved WWTP as directed by the WVDEP.

The round trip from Landfill to WWTP is approximately fifteen (15) miles round trip and it is estimated that the total time from loading at the Landfill and travel to the WWTP and back is one (1) hour.

3.1.1.1.1 The Vendor collects and transports up to 20,000-gallons of Landfill leachate to the Flatwoods Canoe Run PSD in an eight (8) hour period.

3.1.1.1.2 The main operating days for hauling shall be Monday through Friday. However, hours of operation at the Flatwoods Canoe Run PSD may vary due to holidays, weather conditions, etc. It shall be the responsibility of the Vendor to verify if the WWTP is open and operating.

3.1.1.1.3 The Vendor shall haul as needed to ensure the leachate storage pond or tank does not overflow. In case of an emergency, the vendor shall notify the project Manager.

3.1.1.1.4 The Vendor shall be responsible for the payment of all costs incurred with respect to snow removal necessary during periods of inclement weather to assure compliance with this contract.

3.1.1.2 The Vendor will position the truck as directed by of the Project Manager, so the truck can be connected via a quick disconnect at the leachate discharge point.

3.1.1.2.1 The Vendor shall maintain the liquid level in the leachate pond or tank as low as possible to comply with the 30-day storage capacity requirement, as well as the zero discharge limitations in effect for the storage pond or tank.

3.1.1.2.2 The Vendor shall be responsible for opening valves, starting the pump, monitoring the level of liquid in the truck, manually stopping the pump, and closing valves.

3.1.1.2.3 For landfill meters or totalizer instrumentation installed, the WVDEP shall record and maintain data on the LCAP Server.

3.1.1.2.4 For leachate hauling and billing purposes, if the flow meter becomes inoperable, the volume per load shall be used for billing. Every truck the Vendor uses shall have the truck(s) tank volume verified within the first month of the contract award by the following procedure.

The verification process shall begin with all three representatives present. The Vendor performing the flow meter calibration shall require leachate to flow through the meter during calibration. The leachate shall flow back into the holding pond or tank where applicable. Where this is not possible, the leachate shall flow into the leachate hauling tank. After the flow meter calibration, the leachate hauler shall dispose of the leachate at WWTP and return to the landfill. The tank volume verification shall be completed by pumping leachate into the truck. This volume shall be used for billing purposes when the flow meter is inoperable.
During the contract if the Vendor uses a new truck tanker, the truck's tank will be required to go through the verification of the tank volume process.

When the Vendor is hauling from multiple sites with the same tanker truck, only one calibration for the truck tank volume shall be required.

The WVDEP shall calibrate the flow meter used for billing purposes on an annual basis. The company performing calibration shall affix a tag on the meter showing date and time of calibration.

The truck tank(s) volume verification shall be performed at the Landfill site, in the presence of a Hauling Vendor representative, WVDEP representative, and the Vendor performing the flow meter calibration.

3.1.1.2.5 If the Vendor finds the flow meter inoperable, the Vendor shall immediately contact the Project Manager.

Due to the Vendor already being onsite at the landfill, the Vendor may haul one full load of leachate, but no further loads shall be hauled until the Vendor receives approval by the Project Manager

3.1.1.3 The WVDEP shall provide the Vendor with the required Leachate Hauling Log Sheet after award of contract. See **Attachment B** for Leachate Hauling Log Sheet and directions for filling out the form.

3.1.1.4 The Vendor shall provide Project Manager with current contact information including operational cell phone number and email address.

3.1.1.4.1 The Vendor shall agree to respond to verbal or written requests within forty-eight (48) hours.

3.1.1.4.2 In case of emergency, the Vendor will respond and be on-site to haul within four (4) hours of being contacted by the Project Manager.

3.1.1.4.3 In the event of a tanker truck minor spill, the Vendor shall be responsible for all supplies which are necessary to control or contain, but not limited to, pads, absorbents and defoamer agents to minimize the environmental impact of tanker truck spills.

3.1.1.4.4 Both on and off-site leachate spills are the sole responsibility of the Vendor; all spills shall be reported immediately to Project Manager.

3.1.1.4.5 The Vendor shall maintain site security with WVDEP provided locks to gates, valve boxes, control panels etc. to prevent any unauthorized access.

3.1.1.5 The Vendor shall lock the discharge valve while the discharge valve is not in use. The valve shall remain locked to prevent unauthorized use.

3.1.1.6 Upon contract award, the Vendor shall provide a detailed roster of all personnel to the WVDEP. The roster shall consist of all listed personnel and include a legible copy of each valid Commercial Driver's License (CDL), along with the make, model and plate number to each vehicle that shall be hauling the leachate.

3.1.1.6.1 The Vendor shall have adequately sized tanker truck(s) to transport leachate based on **Attachment A** maximum daily estimate.

3.1.1.6.2 Vendor shall be responsible for arranging replacement truck(s) and/or personnel in the event any of the primary

truck(s) and/or staff are unavailable. For a replacement truck or trucks, or personnel, meet the requirements stated in section **3.1.1.6**.

3.1.1.6.3 Failure to submit required completed roster information within the allotted time given by the WVDEP shall result in the delay of the contract award.

3.1.1.7 The Vendor shall comply with all common carrier requirements of the West Virginia Public Service Commission to haul leachate in the State of West Virginia. http://www.psc.state.wv.us/

3.1.1.8 Within thirty (30) days of the issuance of this contract, all trucks used to haul leachate under this contract may be required to submit to a safety inspection by the WV Public Service Commission. Any means of leachate transport utilized for this contract are required to meet and maintain the safety requirements of the WV Public Service Commission.

3.1.1.9 Vendor employees are expected to cooperate with the Project Manager and/or WWTP's staff to ensure efficient and productive operations. WVDEP reserves the right to request a vendor employee to be removed from hauling.

3.1.2 WVDEP Requirements

3.1.2.1 WVDEP shall be responsible for payment of the treatment charges to WWTP. These costs will not be included in the amount bid.

3.1.2.2 The WVDEP shall be responsible for payment of the sampling, testing, and reporting of the leachate constituents as may be required by the WWTP NPDES.

3.1.2.3 The WVDEP shall maintain the access road to the landfill site, which includes repair of potholes, soft areas, maintenance of drainage control devices and all other incidentals required, except for snow removal under Section 3.1.1.1.4.

3.1.2.4 WVDEP makes no guarantee of a minimum quantity of leachate. However, in no case will the vendor be required to haul less than a full load of leachate.

4. CONTRACT:

4.1. **Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2. **Pricing Pages:** Vendor shall complete the Pricing Pages by providing a price per100 gallons hauled. Vendor shall complete the Pricing Pages entirely as failure to do so may result in Vendor's bids being disqualified.

Example: 20,000 gallons hauled
$8.00 per 100 gallons (the dollar amount is an example bid price)
Formula: (Gallons Hauled/100) X Bid Price = Invoice Amount
20,000/100 X $8.00 = **$1,600.00**

The Pricing Page contains an estimated leachate volume for hauling. No future use of the Contract or any individual item is guaranteed or implied.

Vendors wishing to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the state's wvOASIS vendor self-service (VSS).

The Vendor will electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors can download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service (VSS) website.

5. HAULING REQUEST AND PAYMENT:

5.1. **Hauling Request:** The Project Manager shall provide the Vendor with the start and stop levels of the leachate storage pond or tank for leachate hauling. WVDEP reserves the right to request leachate hauling by the Vendor when the leachate storage pond or tank is outside the start and stop levels.

5.2. **Payment:** Agency shall pay the unit price, as shown on the Pricing Pages, based on the number of gallons hauled 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.

5.3 Invoicing:

5.3.1. INVOICES SHALL ONLY BE SUBMITTED ONCE PER MONTH.

5.3.2 The Vendor shall submit to WVDEP an invoice on or before the fifth (5^{th}) day of each month following the month in which the services were provided. The invoice shall be for the previous calendar month.

5.3.3 The WVDEP shall provide the Vendor with the required Invoice, after contract award. See **Attachment C** for an example of required Invoice.

5.3.4. The Vendor shall submit the Leachate Hauling Log with the Invoice. Failure to submit this document with the invoice shall result in a delay in payment processing.

5.3.5 The Vendor shall submit Invoices to the WVDEP offices listed below.

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
1159 Nick Rahall Greenway
Fayetteville, WV 25840

Attn: DLR Procurement

Or

By email at depdlrprocurement@wv.gov

5.3.6 If an invoice is submitted via e-mail, the Vendor shall save the invoice in PDF format before submitting it to WVDEP. The Leachate Hauling Log Sheet shall be scanned and saved in PDF format and e-mailed with the Invoice.

5.3.7 If the invoice is mailed, the Vendor shall print the Invoice and submit it with the original Leachate Hauling Log Sheet. **HANDWRITTEN INVOICES SHALL NOT BE ACCEPTED.**

5.3.8 Failure to follow the requirements of **Section 5.3** will result in rejection of payment.

6. **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.

7. **DELIVERY AND RETURN:**

   7.1 **Delivery Time:** Vendor shall not allow the pond to overflow at any time. Vendor shall complete emergency hauling as requested by the Program Manager.

   7.2 **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders are delayed for any reason. Any delay in delivery that could cause harm to an Agency shall be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

   Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

8. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. If access cards and/or keys are required:

   8.1 Vendor must identify principal service personnel which shall be issued access cards and/or keys to perform service. Once identified, the Project Manager will distribute access cards and/or keys.

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

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

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

   8.5 Vendor will inform all staff of Agency's security protocol and procedures.

9. **VENDOR DEFAULT:**

   9.1 The following shall be considered a vendor default under this Contract.

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

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

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

9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to the Agency upon default.

9.2.1 Immediate cancellation of the Contract.

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

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1 **No Substitutions:** Vendor shall supply only Contract Services submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

10.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Services being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

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

State of West Virginia
Solicitation Response

Proc Folder:	1989299
Solicitation Description:	LCAP-Central WV Refuse Leachate Hauling
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-06-25 13:30	SR 0313 ESR06232600000008941	1

VENDOR

000000210050
BAIL CONTRACTING INC

Solicitation Number: CRFQ 0313 DEP2600000041

Total Bid: **Response Date:** 2026-06-23 **Response Time:** 11:01:00

Comments:

FOR INFORMATION CONTACT THE BUYER
Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Liquid waste collection or processing or disposal		PC	5.450000	

Comm Code	Manufacturer	Specification	Model #
76121502			

Commodity Line Comments:

Extended Description:

To provide for the hauling and disposal of leachate from Central WV Refuse to the Flatwoods Canoe Run PSD in Sutton, WV; PRICE PER 100 GALLONS