



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

# Request for Quotation

RFQ NUMBER  
**DEP13751**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN**  
**304-558-2157**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*TLC Property Maintenance Inc.*  
*P.O. Box 641*  
*Teays WV 25569*

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF WASTE MANAGEMENT  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/06/2006   |               |          |        |               |

BID OPENING DATE: **10/10/2006** BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001   | 1        | EA  |        | 962-73      |            |        |
| <p><b>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S REAP (REHABILITATION ENVIRONMENTAL ACTION PLAN) &amp; PPOD (POLLUTION PREVENTION OPEN DUMP) PROGRAMS, ARE SOLICITING VENDOR QUALIFICATIONS AND MOBILIZATION COSTS TO ESTABLISH A CONTRACT FOR QUALIFIED VENDORS TO PROVIDE FOR THE REMEDIATION OF ILLEGAL DUMPS AND/OR TIRE PILES AND FOR THE TRUCKING/TRANSPORTAION OF THE SOLID WASTE AND/OR TIRES TO AN APPROVED DISPOSAL FACILITY. VENDORS WILL BE PRE-QUALIFIED FOR EACH COUNTY IN THE STATE.</p> <p>A MANDATORY PRE-QUALIFICATION CONFERENCE WILL BE HELD AT WVDEP HEADQUARTERS LOCATED AT 601 57TH STREET SE, CHARLESTON, WV, ON MONDAY, SEPTEMBER 18, 2006 AT 11:00 AM. ATTENDANCE AT THIS MEETING IS MANDATORY. ONLY THE PROSPECTIVE VENDORS REPRESENTED AT THE CONFERENCE AND IDENTIFIED ON THE SIGN-IN SHEET WILL BE ELIGIBLE FOR QUALIFICATION UNDER THIS CONTRACT. ALL APPLICATIONS RECEIVED BY INDIVIDUALS NOT PRESENT AT THIS CONFERENCE WILL BE REJECTED.</p> <p>THE SCOPE OF WORK, BID REQUIREMENTS, SPECIFICATIONS, TERMS &amp; CONDITIONS, THE VENDOR QUALIFICATION SHEET, AND THE PROCEDURES FOR THE SECONDARY BID PROCESS AND AWARD ARE INCLUDED IN THE ATTACHED.</p> <p>PLEASE PAY CLOSE ATTENTION TO THE REQUIREMENTS FOR SUBMISSION IN THIS PRE-QUALIFICATION BID PROCESS.</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                 |                                    |                                   |
|---------------------------------|------------------------------------|-----------------------------------|
| SIGNATURE<br><i>[Signature]</i> | TELEPHONE<br><i>(304) 757-1508</i> | DATE<br><i>Sept 18 2006</i>       |
| TITLE<br><i>owner</i>           | FEIN<br><i>134302924</i>           | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 90 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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

# Request for Quotation

RFQ NUMBER  
**DEP13751**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN**  
**304-558-2157**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*TLC Property Maintenance Inc.*  
*P.O. Box 641*  
*Teays, Wv 25569*

**ENVIRONMENTAL PROTECTION**  
**DEPARTMENT OF**  
**OFFICE OF WASTE MANAGEMENT**  
**601 57TH STREET SE**  
**CHARLESTON, WV**  
**25304**      **304-926-0499**

|                                   |               |          |        |               |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED<br><b>09/06/2006</b> | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **10/10/2006**      BID OPENING TIME: **01:30PM**

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p><b>EXHIBIT 3</b></p> <p><b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</b></p> <p><b>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</b></p> <p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR</b></p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                         |                                    |                                   |
|-------------------------|------------------------------------|-----------------------------------|
| SIGNATURE<br><i>SLP</i> | TELEPHONE<br><i>(304) 757-1508</i> | DATE<br><i>SEP 18 2006</i>        |
| TITLE<br><i>owner</i>   | FEIN<br><i>134302924</i>           | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**Request for  
 Quotation**

RFQ NUMBER  
**DEP13751**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**CHUCK BOWMAN  
 304-558-2157**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*The Property Maintenance Inc.  
 P.O. Box 641  
 Teays, Wv 25567*

**ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF WASTE MANAGEMENT  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499**

|  |                                    |          |        |               |
|--|------------------------------------|----------|--------|---------------|
| DATE PRINTED<br><b>09/06/2006</b>      | TERMS OF SALE                      | SHIP VIA | F.O.B. | FREIGHT TERMS |
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| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;"><b>NOTICE</b></p> <p><b>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</b></p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION<br/>         PURCHASING DIVISION<br/>         BUILDING 15<br/>         2019 WASHINGTON STREET, EAST<br/>         CHARLESTON, WV 25305-0130</p> <p><b>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: CB-23</b></p> |          |     |          |             |            |        |

|   |                                    |                                   |  |
|---|------------------------------------|-----------------------------------|--|
| SEE REVERSE SIDE FOR TERMS AND CONDITIONS |                                    |                                   |  |
| SIGNATURE<br><i>[Signature]</i>           | TELEPHONE<br><b>(304) 757-1508</b> | DATE<br><b>Sept. 18 2006</b>      |  |
| TITLE<br><b>owner</b>                     | FEIN<br><b>134302924</b>           | ADDRESS CHANGES TO BE NOTED ABOVE |  |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



WV-36a

STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

Buyer: CB-23  
Page: 005  
Req. or P.O. No: DEP13751

Spending Unit:

Vendor: TLC Property Maintenance Inc.

**PLEASE SEE ATTACHED SPECIFICATIONS & GENERAL CONDITIONS:**

**Life of Contract:** This contract becomes effective on \_\_\_\_\_ and extends for a period of one (1) year or until such "reasonable time" thereafter that it is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time", the vendor may terminate the contract for any reason upon giving the Director of Purchasing thirty (30) days written notice. Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

**Renewal:** This contract may be renewed upon the mutual written consent of the spending unit and the vendor when submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) successive one (1) year periods.

**Cancellation:** The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if commodities and/or services supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.

**Open Market Clause:** The Director of Purchasing may authorize a spending unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes, including but not limited to, delays in transportation or an unanticipated increase in the volume of work.

**Quantities:** Quantities listed in the requisition are approximations only based on estimates supplied by the spending unit. It is understood and agreed that the contract shall cover the quantities for delivery during the term of the contract, whether more or less than the quantities shown.

**Insurance:** Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of the contract unless otherwise specified in the bid documents. The minimum amount of insurance coverage required is \$250,000.

**Workers Compensation:** Vendor is required to provide a certificate from Workers Compensation if successful.

**Applicable law:** The West Virginia State Code, Purchasing Division rules and regulations, Purchasing Division policy statements and the information provided in the "request for quotation" issued by the Purchasing Division are the sole authorities governing this procurement. Any information provided in specification manuals or any other source, verbal or written, which contradicts or alters the information provided from the source as described in the above paragraph is void and of no effect.

**Bankruptcy:** In the event the vendor/vendors files for bankruptcy protection, this contract is automatically null and void and is terminated without further order.

**Terms and Conditions:** Terms and conditions contained in this contract shall supercede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including medium such as cd-rom.

**Purchasing Card Acceptance:** The State of West Virginia currently utilizes a Visa purchasing card program that is issued through a local bank. The successful vendor must accept the State of West Virginia purchasing card for payment of all orders placed by any state agency that are less than \$2,500 as a condition of award.

|   |   |   |                            |
|---|---|---|----------------------------|
| WV-36a<br><b>STATE OF WEST VIRGINIA<br/>PURCHASING CONTINUATION SHEET</b><br>Vendor: <i>TLC Property Maintenance Inc.</i> | Buyer: CB-23<br><small>WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION</small> | Page: <b>006</b><br><small>OF 006 PAGES</small> | Req. or P.O. No.: DEP13751 |
|   | Spending Unit:  |   |                            |

**taxes, permits, fees, insurance liability, compensations and any other items necessary** The vendor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations and any other items necessary to render the State free and harmless from all claims arising from services performed under this contract.

**Damages** beyond what is directed and approved by the Project Manager to accomplish the objective hereunder will be the total responsibility of the vendor and the vendor shall indemnify the DEP from any such damages.

**Rights of Entry** The State shall be responsible for obtaining all needed rights of entry for each project.

**Inspection** The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure technical compliance.

**Environmental, local, state, federal Laws** In accomplishment of services to fulfill the requirements of the scope of work defined in the pre-bid conference and project cost as submitted, neither the vendor nor his sub vendor(s) shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, federal environmental and occupational health and safety regulations

**CONTACT PERSON:**

Greg Rote, PPOD Project Manager  
 WV Department of Environmental Protection  
 Rehabilitation Environmental Action Plan (REAP)  
 Pollution Prevention Open Dump Program  
 601 57<sup>th</sup> Street SE  
 Charleston, WV 25304  
 Phone: (304) 926-0499, ext. 1270.



**STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET**

|                 |             |                              |
|-----------------|-------------|------------------------------|
| Buyer:<br>CB-23 | Page<br>007 | Req. or P.O. No:<br>DEP13751 |
| Spending Unit:  |             |                              |

Vendor: *TLC Property Maintenance Inc.*

**SCOPE OF WORK**

Work will consist of cleaning up illegal open solid waste dumps. Cleaning up illegal garbage dumps may include a number of specific duties. The vendor may be required to perform a large range of duties. These duties shall consist of, but not be limited to, the following:

- removing waste with manual labor from extremely steep terrain
- removing tire piles from extremely steep terrain
- trucking waste to nearest permitted landfill
- working equipment on steep terrain
- working close to paved highways
- winching large items such as cars and appliances up steep terrain
- creating temporary roads to better access dump sites
- drainage work will be required from time to time
- revegetation of disturbed areas

All solid waste within the prescribed boundaries will be removed from the site and hauled directly to either an approved landfill facility or a licensed salvage yard. Once any solid waste has been placed on trucks at the site, it will not be dumped or stored at any location other than its final destination at the landfill or salvage yard. The vendor will recycle all metals and appliances removed from the site unless otherwise directed. The vendor will be responsible only for removing solid waste not previously buried. No earth will be removed prior to approval of the project manager. Only vegetation which directly affects the project will be removed.

**Article 1- Statement of Work**

The vendor shall furnish all personnel, facilities, equipment, material, supplies and services for all of the scope of work required in this contract.

**Article 2- Location of Work**

Work will be located in all counties in West Virginia. Only vendors qualified for the county will perform work in the selected county. Qualified vendors will be determined in accordance with the procedures outlined in articles 8 and 9 of this purchase requisition.

**Article 3- Definitions**

- A. The words Owner, The State and DEP are used herein to refer to the WV Department of Environmental Protection, Division of Land Restoration.
- B. The word Offeror refers to the person or company offering to furnish the services called for in this request for quotations.
- C. The word Contract is used to refer to the agreement or purchase order requested by the State and accepted by the vendor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The words Vendor and Contractor refer to the person or company contracting with the State to furnish the services called for by the contract.
- E. The words Service or Work are used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies and facilities called for in this contract.
- F. The words Program Manager or Project Manager are used to mean the Program Manager or Project Manager of the DEP's Division of Land Restoration's Pollution Prevention Open Dump Program and shall be considered to be the State's authorized representative.



**STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET**

Buyer: CB-23

Pages 08

Req. of P.O. No:  
DEP13751Vendor: *TLC Property Maintenance Inc.*

Spending Unit:

**Article 4-Ordering Procedure**

Qualified vendors will be required to submit lump sum bid to complete the project in accordance with the following:

- A. Small projects with a project cost up to \$2,500 will be awarded as follows; the vendor with the lowest minimum mobilization rate for the project county will be asked to submit a bid for the cost. If the bid is acceptable to the DEP Project Manager the qualified vendor will be issued a written notice to proceed. If the bid is not acceptable to the DEP Project Manager or if the vendor cannot complete the work in the required time frame the next qualified vendor will be ask to submit a bid.
- B. Projects with a project cost from \$2,501 to <sup>25,000</sup>\$10,000 will be awarded as follows; all qualified vendors for the project county will be required to attend a mandatory onsite pre-bid conference, where the scope of the work will be defined, and a bid submittal date and location will be set. Vendors must submit their lump sum sealed bid to complete the project on or before the time and date set at the pre-bid conference. Sealed bids will be opened by the assigned project manager at the location, date and time set forth in the pre-bid conference. The project will be awarded to the qualified vendor that submits the lowest lump sum bid to complete the project and a purchase order will be issued. If for any reason the vendor cannot perform the work in the time frame set forth at the pre-bid conference the project will be awarded the next lowest bidder.

**Article 5- Delivery**

- A. The vendor shall complete the specified restoration work in accordance with scope of work defined in the pre-bid conference. The vendor shall submit an invoice to the Project Manager upon completion of each project.
- B. Final inspection of each project by the Project Manager or other authorized representative will be conducted as soon as possible after notification by the vendor of an anticipated time of completion, not less than twelve (12) hours in advance of the project being completed.
- C. Acceptance criteria will be based on all work being completed as required by the scope of work defined in the pre-bid conference and project cost submitted. In addition, where revegetation is specified, a hearty stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.
- D. Demobilization- The vendor will, at the completion of the project, remove all equipment from the project site as directed by the Project Manager. Demobilization will be considered complete once the site is vacated, cleared of debris and equipment and inspected and released by the Project Manager.

|  |                                  |                            |                              |
|--|----------------------------------|----------------------------|------------------------------|
| <b>WV-36a</b><br><b>STATE OF WEST VIRGINIA</b><br><b>PURCHASING CONTINUATION SHEET</b><br>Vendor: <i>The Property Maintenance Inc.</i> | Buyer: <i>WV-36a-23</i><br>CB-23 | Page<br><i>07</i> <b>9</b> | Req. or P.O. No:<br>DEP13751 |
|  | Spending Unit:                   |                            |                              |

**Article 6- Ability to Perform**

All equipment is to be in good mechanical condition with capacities designed to safely meet the conditions and the nature of the contract.

**Article 7- Cost and Payments**

- A. Payment to the vendor will be made for the lump sum amount upon completion of the entire project. In no circumstance will cost overruns be the responsibility of the DEP unless arrangements are made in advance due to a specific order by the DEP.
- B. The vendor shall invoice the State upon completion of the work specified in the purchase order after final inspection has been performed by the Project Manager. All invoices must be originals and bear an invoice date, purchase order number, project name, county in which the project is located and total cost. All invoices must be signed as approved by the vendor and the Project Manager. The tonnage of solid waste removed and the tonnage recycled from each project shall be properly documented and forwarded to the Project Manager.

**Article 8- Submittal for qualification**

For qualification:

- A. Vendor must submit a completed vendor qualification sheet (See Page 10) with the counties marked in which they wish to work and with the minimum mobilization cost for each county clearly provided.
- B. Vendor must provide proof of commercial liability insurance.
- C. Vendor must provide certificate from Workers Compensation.
- D. Vendor must provide a list of equipment and personnel available to perform work, and number of employees.
- E. Vendor must submit a plan describing how they will complete the items described in the scope of work.

**Article 9- Qualification process**

A committee comprised of the project managers will review the information submitted by the vendors, this committee will evaluate the information submitted by the vendors to determine if they are qualified. Vendors that fail to meet the qualifications will be given written notice of their deficiencies and 15 days to appeal the committee's decision. Vendors that meet the requirements for qualification will be put on the qualified vendors list for the counties they have selected to work.

**Article 11- Disqualification**

Vendors that fail to respond to three (3) pre-bid conference notices or have performance problems completing projects may be disqualified. The vendor will be sent an approved change order to the contract and written notice of their disqualification. The vendor will be given fifteen (15) days to respond to the disqualification notice. Failure to respond to this notice and/or failure to resolve the issues leading to disqualification will result in immediate disqualification.

WV-36a

**STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET**

Buyer: CB-23      Page: 010      Req. of P.O. No: DEP13751

Vendor: *TLC Property Maintenance Inc.*

Spending Unit:

## Vendor Qualification Sheet

Vendors must mark all counties in which they wish to be qualified to perform work and their minimum mobilization cost for each county. Contractors may not add counties during the term of this contract.

| County               | Requesting Qualification | Minimum Mobilization Cost | County     | Requesting Qualification | Minimum Mobilization Cost |
|----------------------|--------------------------|---------------------------|------------|--------------------------|---------------------------|
| Barbour              | ✓                        | 0                         | Mercer     | ✓                        | 0                         |
| Berkeley             | ✓                        | 300.00                    | Mineral    | ✓                        | 0                         |
| Boone                | ✓                        | 0                         | Mineral    | ✓                        | 300.00                    |
| Braxton              | ✓                        | 0                         | Mingo      | ✓                        | 0                         |
| Brooke               | ✓                        | 300.00                    | Monongalia | ✓                        | 0                         |
| Cabell               | ✓                        | 0                         | Monroe     | ✓                        | 0                         |
| Calhoun              | ✓                        | 0                         | Morgan     | ✓                        | 300.00                    |
| Clay                 | ✓                        | 0                         | Nicholas   | ✓                        | 0                         |
| Doddridge            | ✓                        | 0                         | Ohio       | ✓                        | 300.00                    |
| Fayette              | ✓                        | 0                         | Pendleton  | ✓                        | 300.00                    |
| Gilmer               | ✓                        | 0                         | Pleasants  | ✓                        | 0                         |
| Grant                | ✓                        | 300.00                    | Pocahontas | ✓                        | 0                         |
| Greenbrier           | ✓                        | 0                         | Preston    | ✓                        | 300.00                    |
| Hampshire            | ✓                        | 300.00                    | Putnam     | ✓                        | 0                         |
| Hancock              | ✓                        | 300.00                    | Raleigh    | ✓                        | 0                         |
| Hardy                | ✓                        | 300.00                    | Randolph   | ✓                        | 0                         |
| Harrison             | ✓                        | 0                         | Ritchie    | ✓                        | 0                         |
| Jackson              | ✓                        | 0                         | Roane      | ✓                        | 0                         |
| Jefferson            | ✓                        | 300.00                    | Summers    | ✓                        | 0                         |
| Kanawha              | ✓                        | 0                         | Taylor     | ✓                        | 0                         |
| Lewis                | ✓                        | 0                         | Tucker     | ✓                        | 300.00                    |
| Lincoln              | ✓                        | 0                         | Tyler      | ✓                        | 0                         |
| Logan                | ✓                        | 0                         | Upshur     | ✓                        | 0                         |
| Marion               | ✓                        | 0                         | Wayne      | ✓                        | 0                         |
| Marshall             | ✓                        | 300.00                    | Webster    | ✓                        | 0                         |
| Mason                | ✓                        | 0                         | Wetzel     | ✓                        | 300.00                    |
| McDowell             | ✓                        | 0                         | Wirt       | ✓                        | 0                         |
| <i>West Virginia</i> | ✓                        | 0                         | Wood       | ✓                        | 0                         |

**A F F I D A V I T**

011

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

**EXCEPTION:**

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

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: TLC Property Maintenance Inc.

Authorized Signature: [Signature] Date: Sept 18 2006

# ACORD™ INSURANCE BINDER

DATE  
09/20/2006

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

|  |  |  |                                 |
|--|--|--|---------------------------------|
| PRODUCER<br><b>Ramsey Insurance Agency Inc.</b><br>4301 MacCorkle Ave SE<br>Charleston, WV 25364 | PHONE (A/C, No, Ext): <b>(304)925-6789</b><br>FAX <b>(304)925-0149</b> | COMPANY<br><b>Essex</b>  | BINDER #<br><b>B06092002384</b> |
| CODE:  | SUB CODE:  | EFFECTIVE DATE: <b>10/10/2006</b> TIME: <b>12:01</b> AM/PM: <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM |                                 |
| AGENCY CUSTOMER ID: <b>00021185</b>  |  | EXPIRATION DATE: <b>11/09/2006</b> TIME: <input checked="" type="checkbox"/> AM <input type="checkbox"/> NOON                  |                                 |
| INSURED<br><b>TLC Property Maintenance, Inc.</b><br>P O Box641<br>Teays, WV 25569                |  | THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:                                     |                                 |
| DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)                                 |  |  |                                 |

| COVERAGES                                      | TYPE OF INSURANCE   | COVERAGE/FORMS  | LIMITS                       |         |            |
|--|---|---|------------------------------|---------|------------|
|  |   |   | DEDUCTIBLE                   | COINS % | AMOUNT     |
| PROPERTY                                       | CAUSES OF LOSS<br><input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC   |   |                              |         |            |
| GENERAL LIABILITY                              | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  | RETRO DATE FOR CLAIMS MADE:   | EACH OCCURRENCE              |         | \$ 300,000 |
|  |   |   | FIRE DAMAGE (Any one fire)   |         | \$ 50,000  |
|  |   |   | MED EXP (Any one person)     |         | \$ 5,000   |
|  |   |   | PERSONAL & ADV INJURY        |         | \$ 300,000 |
|  |   |   | GENERAL AGGREGATE            |         | \$ 300,000 |
|  |   |   | PRODUCTS - COMP/OP AGG       |         | \$ 300,000 |
| AUTOMOBILE LIABILITY                           | <input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |   | COMBINED SINGLE LIMIT        |         | \$         |
|  |   |   | BODILY INJURY (Per person)   |         | \$         |
|  |   |   | BODILY INJURY (Per accident) |         | \$         |
|  |   |   | PROPERTY DAMAGE              |         | \$         |
|  |   |   | MEDICAL PAYMENTS             |         | \$         |
|  |   |   | PERSONAL INJURY PROT         |         | \$         |
|  |   |   | UNINSURED MOTORIST           |         | \$         |
| AUTO PHYSICAL DAMAGE                           | DEDUCTIBLE: <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL: <input type="checkbox"/>   | <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES | ACTUAL CASH VALUE            |         |            |
|  |   |   | STATED AMOUNT                |         | \$         |
|  |   |   | OTHER                        |         |            |
| GARAGE LIABILITY                               | <input type="checkbox"/> ANY AUTO   |   | AUTO ONLY - EA ACCIDENT      |         | \$         |
|  |   |   | OTHER THAN AUTO ONLY:        |         |            |
|  |   |   | EACH ACCIDENT                |         | \$         |
|  |   |   | AGGREGATE                    |         | \$         |
| EXCESS LIABILITY                               | <input type="checkbox"/> UMBRELLA FORM<br><input type="checkbox"/> OTHER THAN UMBRELLA FORM   | RETRO DATE FOR CLAIMS MADE:   | EACH OCCURRENCE              |         | \$         |
|  |   |   | AGGREGATE                    |         | \$         |
|  |   |   | SELF-INSURED RETENTION       |         | \$         |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY |   |   | WC STATUTORY LIMITS          |         |            |
|  |   |   | E.L. EACH ACCIDENT           |         | \$         |
|  |   |   | E.L. DISEASE - EA EMPLOYEE   |         | \$         |
|  |   |   | E.L. DISEASE - POLICY LIMIT  |         | \$         |
| SPECIAL CONDITIONS/ OTHER COVERAGES            |   |   | FEES                         |         | \$         |
|  |   |   | TAXES                        |         | \$         |
|  |   |   | ESTIMATED TOTAL PREMIUM      |         | \$         |

|   |  |                    |
|---|--|--------------------|
| NAME & ADDRESS<br><b>Insured's Evidence of Coverage</b> | MORTGAGEE  | ADDITIONAL INSURED |
|   | LOSS PAYEE   |                    |
|   | LOAN #   |                    |
|   | AUTHORIZED REPRESENTATIVE<br><b>James Cook/JEC</b> |                    |

*James E Cook*



4700 MacCorkle Ave., S.E. Charleston, West Virginia 25304

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**INFORMATION PAGE WC 00 00 01 (A)**

**RENEWAL OF POLICY NUMBER: NEW  
POLICY NUMBER: WC10200214-01**

**INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY**

- |  |  |
|--|--|
| <b>1. INSURED:</b>   | <b>PRODUCER:</b>   |
| TLC PROPERTY MAINTENANCE INC<br>PO BOX 641<br>TEAYS WV 25569 | BRICKSTREET MUTUAL INSURANCE COMPANY<br>4700 MACCORKLE AVE SE<br>CHARLESTON WV 25304 |

Insured is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 07/27/2006 to 01/01/2007 12:01 A.M. at the insured's mailing address.
3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
- WEST VIRGINIA
- B. EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- |                            |           |               |
|----------------------------|-----------|---------------|
| Bodily Injury by Accident: | \$100,000 | Each Accident |
| Bodily Injury by Disease:  | \$500,000 | Policy Limit  |
| Bodily Injury by Disease:  | \$100,000 | Each Employee |
- C. OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:
- See West Virginia Limited Other States Insurance Endorsement WC 99 03 05
- D.** This policy includes these endorsements and schedules:
- SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

**DATE OF ISSUE:** 07/26/2006  
**ISSUING OFFICE:** Charleston, WV  
**PRODUCER:** BrickStreet Mutual Insurance Company

DEP 13751

September 18, 2006

**SUBMITTAL FOR QUALIFICATION**

TLC Property Maintenance, Inc.  
PO Box 641  
Teays, WV 25569

POC: Shannon Simmons  
304-757-1508  
304-553-6269

For qualification:

- ✓ A. Qualification sheet with counties marked completed.(Attached)
- ✓ B. Commercial liability insurance.(Attached)
- ✓ C. Certificate of Workers Compensation coverage.(Attached)
- ✓ D. Equipment list and personnel available and number of employees.(Attached)
- ✓ E. A plan describing how scope of work will be completed.(Attached)



### **List of Equipment**

2 26ft Box Trucks

1 Dump truck

2 Pickup trucks

1 Motorhome

Excavators, dozier, steer skidders, and other equipment to be rented as needed.

### **List of Personnel**

3 full time, 2 part time with additional personnel added as needed from a pool of unemployed National Guard personnel from within the county or area where work is being performed.

### **Scope of Work**

It is our intention to live on job site, with the motorhome for sites more than 75 miles from home base.

Waste on steep terrain will be manually loaded and winched up within a tub or in case of heavy items; those items will be winched up individually. Terrain will be walked insuring complete coverage of cleanup of area.

Tires will be loaded onto box trucks and transported to an approved tire disposal site, thus insuring local landfills are not disposing of un-shredded tires taking up valuable landfill space. Other waste will be hauled to an approved landfill or salvage yard for disposal.

Temporary roads are just that, land will be disturbed as little as possible so it can be put back into original condition as much as possible. Drainage work will be performed with equipment if required. Land will be reseeded and covered with straw as required by project contract.

Safety precautions, such as working on steep terrain or near traveled roads will be addressed as needed before any work is performed insuring both the public and working personnel are protected.

**Bottom Line:**

All solid waste within the prescribed boundaries of all projects will be removed from the site and hauled directly to either an approved landfill facility or a licensed salvage yard. The land will be placed back into its natural state or condition, showing no evidence of man's misuse of the land.