



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
DEP15439

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Nemesis Contracting
 44446 Pond Fork RD
 Wharton, WV 25208

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/20/2011				

BID OPENING DATE: **05/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		\$44,706.00
<p>SOUTHERN MAINTENANCE - MOWING AND SPRAYING</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION'S LANDFILL CLOSURE ASSISTANCE PROGRAM (LCAP) IS SOLICITING BIDS FOR MOWING AND SPRAYING SERVICES AT VARIOUS CENTRAL AND SOUTHERN WV LANDFILLS AS PER THE FOLLOWING AND ATTACHED SPECIFICATIONS.</p> <p>MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED \$25,000.00 PER PROJECT.</p> <p>EXHIBIT 3</p> <p>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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

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 2011 MAY 19 AM 11:27
 WV PURCHASING
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SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-247-6934	DATE 05/16/2011	
TITLE Managing Member	FEIN 27-3178338	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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DATE PRINTED 04/20/2011	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>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.</p> <p>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.</p> <p>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.)</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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

SIGNATURE <i>[Signature]</i>		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE 304-247-6934	DATE 05/16/2011
TITLE Managing Member Managing Member	FEIN 27-3178338 27-3178338	ADDRESS CHANGES TO BE NOTED ABOVE			

WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE I AM THE VENDOR



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PAGE 3

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VENDOR

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<p>DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED IN THE COUNTY OF THE WORK, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-247-6934	DATE 05/16/2011	
TITLE Managing Member	FEIN 27-3178338	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP15439</p> <p>BID OPENING DATE: 05/19/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">E-mail rash@nemesiscontracting.com</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sam W. Rash</i>	TELEPHONE 304-247-6934	DATE 05/16/2011
TITLE Managing Member	FEIN 27-3178338	ADDRESS CHANGES TO BE NOTED ABOVE

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04/20/2011				

BID OPENING DATE: **05/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>IRA RASH</i>						
***** THIS IS THE END OF RFQ DEP15439 ***** TOTAL:						<u>\$44,706.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-247-6934	DATE 05/16/2011
TITLE Managing Member	FEIN 27-3178338	ADDRESS CHANGES TO BE NOTED ABOVE

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Specifications

The State of West Virginia, Department of Environmental Protection, Landfill Closure Assistance Program (LCAP) is requesting quotes for landfill mowing and road spraying for Southern West Virginia.

DEP will enter into an open-end contract for these services and will award this contract to one vendor. Work Directives will be issued for individual or multiple sites or projects in accordance with the criteria set forth in this RFQ.

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

DEFINITIONS:

Cap Area: the area of the landfill that contains waste, also referred to as the fill area.

Mowing: the cutting of grass, brush and all other vegetative material using a "brush hog", belly mower, side bar cutter, weed-eater or other equipment approved by the project manager.

Road Spraying: the application of an herbicide to all areas where vehicles regularly travel, and covered with stone a width of at least 10 feet or where stone is present.

SERVICES:

Mowing shall consist of providing all equipment, transportation, labor, materials, supplies, and permits for the mowing of all vegetation from the landfill "Cap Area", any brush along and within the diversion ditches around the cap area, inside tank area, 5 feet along all access roads, both sides of all fencing, all leachate transmission lines, roadways or paths leading to monitoring wells and a 15 foot radius around all wells. Contractor must abide and adhere to all OSHA safety and permitting requirements. Payment will be for completing all tasks at each individual landfill. The grass shall be mowed to the lowest height possible so as not to cause damage to the mowing equipment or the ground surface.

Road spraying shall consist of providing all equipment, transportation, labor, materials, supplies, and permits for the application of an herbicide to all areas where vehicles regularly travel, and covered with stone a width of at least 10 feet or where stone is present. Contractor must abide and adhere to all OSHA safety and permitting requirements. Payment will be for completing all tasks at each individual landfill. All access roads and roadways leading to monitoring wells and areas inside the tank enclosures (fences) shall be sprayed with an approved herbicide such as "Round Up" to kill all vegetation as directed by the project manager. Spraying shall be used at the manufacturer's suggested rates. Any garbage on or around the area shall be picked up and disposed of properly. All fencing, gates and gas vents at the landfill will be inspected and the project manager notified of any damages so that repairs can be made in a timely manner. Terrain may be rough or steep. Contractor shall be responsible for any damages to property, at their own cost, including but not limited to, clean-outs, lines, fences, buildings, utilities, wells, gas vents, roads, and etc.

Mowing and road spraying shall be not less than once per year per site or as requested by the project manager.

LOCATION OF WORK:

The area of work shall include the Central and Southern Counties of West Virginia. The landfills listed below are the landfills requiring mowing and road spraying in this contract

1	Central WV Refuse Landfill	Braxton County	8	McDowell County Landfill	McDowell County
2	Don's Disposal Landfill	Kanawha County	9	Midwest Disposal Landfill	Summers County
3	ERO Landfill	Mason County	10	Mingo County Landfill	Mingo County
4	Fayette County Landfill	Fayette County	11	City of Montgomery Landfill	Fayette County
5	Fleming Landfill	Kanawha County	12	Pine Creek / Omar Landfill	Logan County
6	Jackson County Landfill	Jackson County	13	City of S. Charleston Landfill	Kanawha County
7	Kanawha Western Landfill	Kanawha County	14	Wyoming County Landfill	Wyoming County

ACCESS:

The WVDEP/LCAP shall be responsible for retaining the right of entries.

GENERAL CONDITIONS:

The Contractor will be responsible for complying with any and all health and safety requirements related to the work, including; but not limited to, employees, traffic control, confined space entry, and utility location verification. The Contractor will also be held responsible for all cost associated for replacing or repairing any utilities damaged by the Contractor. WVDEP will not reimburse Contractor for any repair or replacement of any such damaged utility. WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons. Contractor shall also be responsible for obtaining and complying with any city or county ordinances, such as building or demolition permits.

The Contractor shall be responsible for paying and/or securing all taxes, permits, fees, compensation, and any other items necessary to render and hold the WVDEP and the property owner free and harmless from all claims arising from services performed under this contract.

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

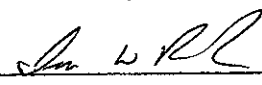
In accomplishing services to fulfill the requirements of this RFQ, neither the Contractor nor his subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.

**DEP15439
BID SCHEDULE**

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		All unit prices include transportation costs to mobilize and demobilize equipment, and or supplies to the project site. There will NOT be any additional payment for mileage or transportation. All operator costs will be included in the unit rates.		
		Mowing:		
1	12 Acres	Mowing at Central WV Refuse Landfill	\$ <u>115.00</u> ACRE	\$ <u>1,380.00</u>
2	24 Acres	Mowing at Don's Disposal Landfill	\$ <u>103.00</u> ACRE	\$ <u>2,472.00</u>
3	30 Acres	Mowing at ERO Landfill	\$ <u>103.00</u> ACRE	\$ <u>3,090.00</u>
4	15 Acres	Mowing at Fayette County Landfill	\$ <u>110.00</u> ACRE	\$ <u>1,650.00</u>
5	22 Acres	Mowing at Fleming Landfill	\$ <u>103.00</u> ACRE	\$ <u>2,266.00</u>
6	23 Acres	Mowing at Jackson County Landfill	\$ <u>103.00</u> ACRE	\$ <u>2,369.00</u>
7	21 Acres	Mowing at Kanawha Western Landfill	\$ <u>104.00</u> ACRE	\$ <u>2,184.00</u>
8	15 Acres	Mowing at McDowell County Landfill	\$ <u>110.00</u> ACRE	\$ <u>1,650.00</u>
9	14 Acres	Mowing at Midwest Disposal Landfill	\$ <u>115.00</u> ACRE	\$ <u>1,610.00</u>
10	10 Acres	Mowing at Mingo County Landfill	\$ <u>120.00</u> ACRE	\$ <u>1,200.00</u>

11	13 Acres	Mowing at City of Montgomery Landfill	\$ <u>115.00</u> ACRE	\$ <u>1,495.00</u>
12	12 Acres	Mowing at Pine Creek / Omar Landfill	\$ <u>115.00</u> ACRE	\$ <u>1,380.00</u>
13	8 Acres	Mowing at City of South Charleston Landfill	\$ <u>130.00</u> ACRE	\$ <u>1,040.00</u>
14	15 Acres	Mowing at Wyoming County Landfill	\$ <u>110.00</u> ACRE	\$ <u>1,650.00</u>
		Road spraying:		
15	5100 LF	Road spraying at Central WV Refuse Landfill	\$ <u>0.40</u> LF	\$ <u>2,040.00</u>
16	4100 LF	Road spraying at Don's Disposal Landfill	\$ <u>0.30</u> LF	\$ <u>1,230.00</u>
17	6500 LF	Road spraying at ERO Landfill	\$ <u>0.50</u> LF	\$ <u>3,250.00</u>
18	5500 LF	Road spraying at Fayette County Landfill	\$ <u>0.40</u> LF	\$ <u>2,200.00</u>
19	1400 LF	Road spraying at Fleming Landfill	\$ <u>0.30</u> LF	\$ <u>420.00</u>
20	3000 LF	Road spraying at Jackson County Landfill	\$ <u>0.40</u> LF	\$ <u>1,200.00</u>
21	2400 LF	Road spraying at Kanawha Western Landfill	\$ <u>0.30</u> LF	\$ <u>720.00</u>
22	4800 LF	Road spraying at McDowell County Landfill	\$ <u>0.30</u> LF	\$ <u>1,440.00</u>
23	5000 LF	Road spraying at Midwest Disposal Landfill	\$ <u>0.50</u> LF	\$ <u>2,500.00</u>
24	3100 LF	Road spraying at Mingo County Landfill	\$ <u>0.30</u> LF	\$ <u>930.00</u>
25	2500 LF	Road spraying at City of Montgomery Landfill	\$ <u>0.40</u> LF	\$ <u>1,000.00</u>
26	2000 LF	Road spraying at Pine Creek / Omar Landfill	\$ <u>0.30</u> LF	\$ <u>600.00</u>

27	5200 LF	Road spraying at City of South Charleston Landfill	\$ 0.30 LF	\$ 1,560.00
28	600 LF	Road spraying at Wyoming County Landfill	\$ 0.30 LF	\$ 180.00
TOTAL				\$ 44,706.00
Authorized Signature: <u></u>		Date: <u>05/16/11</u>		

NOTES:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

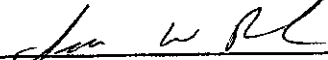
- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Ira Rash

Signed: 

Date: 5/16/2011

Title: Managing Member

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

DEP15439

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 owed 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 exceed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Nemesis Contracting

Authorized Signature: *[Signature]* Date: 5-16-11

State of West Virginia

County of Boone, to-wit:

Taken, subscribed, and sworn to before me this 16th day of MAY, 2011.

My Commission expires 3-29, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*

