



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
DEP15590

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

\*C19151127      412-759-2914  
 TIRE & RUBBER INC  
 PO BOX 29  
 710 GRASS RUN ROAD  
 WESTON WV 26452

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 DIVISION OF LAND RESTORATION  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304      304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/17/2011				

BID OPENING DATE: 11/22/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		
<p>RECLAMATION: RESTORATION OF LAND &amp; OTHER PROPERTIES</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 BIDS TO ESTABLISH A CONTRACT TO PROVIDE FOR THE REMEDIATION OF ILLEGAL DUMPS AND/OR TIRE PILES AND TO TRANSPORT SOLID WASTE AND/OR TIRES TO APPROVED DISPOSAL FACILITIES IN THE ATTACHED IDENTIFIED COUNTIES PER THE FOLLOWING SCOPE OF WORK, BID REQUIREMENTS, SPECIFICATIONS, TERMS &amp; CONDITIONS, THE VENDOR QUALIFICATION SHEET, AND THE AGENCY APPROVED PROCEDURE FOR THE SECONDARY BID PROCESS &amp; AWARD.</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 BID PROCESS.</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</p>						

RECEIVED  
 2011 NOV 21 A 9:49  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Randall E. [Signature]</i>	TELEPHONE 412-759-2914	DATE 11-15-11	
TITLE PRES + CEO	FEIN 20-2068048	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](http://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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 Department of Administration  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/17/2011				

BID OPENING DATE: **11/22/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:      GN-23</p> <p>RFQ. NO.:      DEP15590</p> <p>BID OPENING DATE:      11/22/2011</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;">----- 724-625-6607 (FAX#)</p>						

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SIGNATURE	TELEPHONE	DATE
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DATE PRINTED <b>10/17/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **11/22/2011**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY):						
<i>Randall E. Bergman</i>						
***** THIS IS THE END OF RFQ DEP15590 ***** TOTAL:						
						<i>(Project Specific)</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Randall E. Bergman</i>	TELEPHONE <i>412-759-2914</i>	DATE <i>11/15/11</i>
TITLE <i>Pres + CEO</i>	FEIN <i>20-2068048</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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# DEP15590 Vendor Bid Sheet

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

County	Requesting Qualification	Maximum Mobilization Cost *	County	Requesting Qualification	Maximum Mobilization Cost*
Barbour	✓	\$ 0	Mercer	✓	\$ 0
Berkeley	✓	↓	Mineral	✓	↓
Boone	✓		Mingo	✓	
Braxton	✓		Monongalia	✓	
Brooke	✓		Monroe	✓	
Cabell	✓		Morgan	✓	
Calhoun	✓		Nicholas	✓	
Clay	✓		Ohio	✓	
Doddridge	✓		Pendleton	✓	
Fayette	✓		Pleasants	✓	
Gilmer	✓		Pocahontas	✓	
Grant	✓		Preston	✓	
Greenbrier	✓		Putnam	✓	
Hampshire	✓		Raleigh	✓	
Hancock	✓		Randolph	✓	
Hardy	✓		Ritchie	✓	
Harrison	✓		Roane	✓	
Jackson	✓		Summers	✓	
Jefferson	✓		Taylor	✓	
Kanawha	✓		Tucker	✓	
Lewis	✓		Tyler	✓	
Lincoln	✓	Upshur	✓		
Logan	✓	Wayne	✓		
Marion	✓	Webster	✓		
Marshall	✓	Wetzel	✓		
Mason	✓	Wirt	✓		
McDowell	✓	Wood	✓		
		Wyoming	✓		

\* Used only for awarding the small jobs less than \$ 2,500.00.



The insurance Hereby Evidenced is  
 Written By An Approved Non-Licensed  
 Insurer In The State of West Virginia  
 And is Not Covered in Case of Insolvency  
 By The West Virginia Insurance Guaranty  
 Association

American Safety Indemnity Company  
 100 Galleria Parkway S.E. Suite 700 ♦ Atlanta, GA 30339  
 ☎ (800) 388-3647 ♦ FAX ☎ (770) 955-8339

**COMMERCIAL GENERAL LIABILITY POLICY (OCCURRENCE)**

**POLICY DECLARATIONS**

**IN THIS POLICY ALL SUPPLEMENTAL PAYMENTS, INCLUDING ALL COSTS OF DEFENSE, SHALL  
 REDUCE THE LIMITS OF INSURANCE**

Policy Number: ENV017918-08-02                      Renewal of Pol #: ENV017918-07-01  
 Named Insured: TIRE & RUBBER INC  
 Mailing Address: 8007 FINCH ROAD, GIBSONIA, PA, 15044  
 Broker Name: CONWAY E&S, INC./CONWAY PROGRAMS, LLC  
 Broker Address: 100 ALLEGHENY DR., SUITE 100, WARRENDALE, PA, 15086  
 Policy Period: From: December 06, 2008      To: December 06, 2011  
 at 12:01 A.M. Standard Time at your mailing address shown above.

**RETROACTIVE DATE**

Environmental Impairment Liability                      December 06, 2005

**LIMITS OF INSURANCE**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit*	\$1,000,000
Each Occurrence*	\$1,000,000
Damage To Premises Rented To You Limit*	\$50,000
Medical Expense Limit*	\$5,000
Environmental Impairment Aggregate Limit*	\$1,000,000
Each Environmental Impairment Incident Limit*	\$1,000,000

\* These limits are included within the General Aggregate

**RETENTION**

**Includes loss adjustment expenses**

Self-Insured Retention (CGL)                      \$5,000 SIR Per Occurrence  
 Environmental Impairment Liability                      \$10,000 SIR Per Claim

**FORM OF BUSINESS**

Form of Business: Corporation

**PREMIUM**

Estimated Policy Premium	\$18,235.00
Minimum Policy Premium	\$18,235.00
Minimum Earned Premium (Fully earned at policy inception)	\$4,558.75
Total Amount Due	\$18,235.00

WV SURPLUS LINES TAX: \$732.40  
 WV SURCHARGE: \$100.29  
 NON-RES FILING FEE: \$ 75.00

**No Flat Cancellations  
 Cancellations for Nonpayment of  
 Premium, Issued Short Rate**

ISSUED BY THE STOCK INSURANCE COMPANY HEREIN CALLED THE COMPANY

AGENT NUMBER

POLICY NUMBER

13072  
THE UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

0052547-00

WC 006-59-0257

013-82-0211-00

INCORPORATED UNDER THE LAWS OF PENNSYLVANIA  
ITEM 1. NAMED INSURED: MAILING ADDRESS IDENTIFICATION NO.:

TIRE & RUBBER, INC.  
710 GRASS RUN RD  
WESTON, WV 26452-7562

CHARTIS

A Chartis company

EXECUTIVE OFFICES:  
175 Water Street  
New York, NY 10038

SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE - WC990610

I.D.# 470476672

WV UI#:

PRODUCERS NAME AND ADDRESS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE

NORMAN-SPENCER MCKERNAN INC  
555 NORTH LANE  
STE 6060  
CONSHOHOCKEN, PA 19428-0000

INSURED IS CORPORATION

PREVIOUS POLICY NUMBER

RENEWAL 004993342

OTHER WORKPLACES NOT SHOWN ABOVE: SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE - WC990610

ITEM 2	POLICY PERIOD 12:01 A.M. standard time at the insured's mailing address	FROM 02/03/11	TO 02/03/12
ITEM 3	A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: WV		
	B. Employers Liability Insurance: Part Two of the policy applies to the work in each state listed in item 3.A. The limits of our liability under Part Two are:		
	Bodily Injury by Accident	\$ 500,000	each accident
	Bodily Injury by Disease	\$ 500,000	policy limit
	Bodily Injury by Disease	\$ 500,000	each employee
	C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: AK AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN UT VA VT WI		
	D. This policy includes these endorsements and schedules: SEE EXTENSION OF ITEM 3.D. OF THE INFORMATION PAGE - WC990612		
ITEM 4	The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.		
	Classifications	Code Number	Estimated Premium
			\$2,781
	EXPENSE CONSTANT (EXCEPT WHERE APPLICABLE BY STATE)	\$200 WV	
	MINIMUM PREMIUM	\$750 WV	TOTAL ESTIMATED ANNUAL PREMIUM \$20,093

SEE EXTENSION OF ITEM 4. OF THE INFORMATION PAGE - WC7754  
TAXES/ASSESSMENTS/SURCHARGES

If indicated below, interim adjustments of premium shall be made:

Semi-Annually

Quarterly

Monthly

DEPOSIT PREMIUM

01/11/11 PARSIPPANY

82

*John Koston*

Issue Date

Issuing Office

Authorized Representative

WC 00 00 01A



RFQ No. DEP15590

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 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.

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: Tire & Rubber Inc

Authorized Signature: Rawdell E. Zitzman Date: 11-15-11

State of PA.

County of Butler, to-wit:

Taken, subscribed, and sworn to before me this 16 day of November 2011

My Commission expires 6-10, 2015

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Charles W. Kennedy

