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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

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## Request for Quotation

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ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 105 S. RAILROAD STREET PHILIPPI, WV

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#### **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.
- 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.html 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.wvius/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.D. 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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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

### Request for Quotation

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ENVIRONMENTAL PROTECTION DEPT. OF DFFICE OF SPECIAL RECLAMATION 105 S. RAILROAD STREET PHILIPPI, WV

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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

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ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 105 S. RAILROAD STREET PHILIPPI, WV 26416-9998 304-457-3219

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State of West Virginia Request 101
Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

### Request for

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304-558-8802

RFQ COPY TYPE NAME/ADDRESS HERE Noternich's Masonry LLC 626 Mory land Are FORMAT WY 26554

ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 105 S. RAILROAD STREET PHILIPPI, WY 26416-9998 304-457-3219

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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

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GUY NISBET 304-558-8802

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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 lee or environmental fee or assessment and the matter has not become final or where the vendor has enfered 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: Kirk Naternicola DBA Naternicola's Masonry, LLC
Authorized Signature: 1 1 1 1 1 1 Date: 3-6-12
State of West Minglaia
County of, to-wit:
Taken, subscribed, and sworn to before me this 6th day of March 2012.
My Commission expires May 03 2016 , 20
AFFIX SEAL HERE NOTARY PUBLIC angela D. Leikins





MODERA

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

DATE PRINTED TERMS OF SALE SHIP VIA

Request for Quotation

DEP15744

PAGE 1

FREIGHT TERMS

ADDRESS COMMESPONDENCE TO ATTENTION OF

CUY NISBET 304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE
NATERNICOLA'S Masonry, UC
626 maryland Ave
Fairmont, WY 26554

ENVIRONMENTAL PROTECTION

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OFFICE OF SPECIAL RECLAMATION
105 S. RAILROAD STREET
PHILIPPI, WV
26416-9998 304-457-3219

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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 PRONUMBER Quotation

DEP15744

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GUY NISBET 304-558-8802

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ENVIRONMENTAL PROTECTION DEPT. OF OFFICE OF SPECIAL RECLAMATION 105 S. RAILROAD STREET OPHILIPPI, WV 304-457-3219 26416-9998

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

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

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#### Request for Quotation

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

### Request for

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STATE OF WEST VIRGINIA WV-36 REV. 5-1-08 PURCHASING CONTINUATION SHEET VENDOR:

#### SCOPE OF WORK

### Note: Multiple awards may be made according to area; vendors may bid on ANY or ALL of the areas listed.

The successful bidder shall provide appropriate equipment, materials, labor and any technical services needed for the scope of work as described in this contract. The General Performance Standards (GPS) shall apply to all items in Scope of Work.

Snow removal shall be provided for winter access on gravel-based compacted access roads that lead to treatment sites. The Department of Environmental Protection (DEP) staff, as well as contractors, require winter access to these sites. The access road lengths vary from site to site, and may be 0.5 to 10.0 miles on average, however some sites may be more. Bidders should note that the location of the site(s) receive heavy and deep accumulations of snow throughout the winter season. Bidders should carefully consider the location of the work and the timeframes that are required to perform the work. Equipment to perform the work shall meet the minimal requirements as specified in the bid schedule.

At the Bidder's option, DEP shall make arrangements for equipment to remain on site during the winter season. If such arrangements are made DEP shall assume no responsibility or security, storage or damage that may occur due to vandalism, act of God or any other event/circumstance that would cause damage to the equipment.

Bidders shall be required to coordinate their efforts with other DEP contractors and vendors, including but not limited to; pumping, chemical delivery, trucking and maintenance contractors/vendors. Such scheduling shall be coordinated by the Director or his authorized representative. Such scheduling shall be within 24 hours' notice of the work to be performed.

Bidder shall maintain snow removal equipment to insure efficient removal of snow. Equipment shall be maintained to insure no damage occurs to roads, structures and other property. In the event that damage occurs due to their negligence, bidder will be responsible for damage.

### CONTRACTUAL INFORMATION & REQUIREMENTS

Location of Work

The area of work shall include the counties listed below. Those in parenthesis represent where most of the work required in this contract is located.

- 1. (Barbour)
- 4. Marion
- 9. Mineral

- 2. (Upshur)
- 5. (Harrison)
- 10. (Preston)

- 3. Randolph 4. Lewis
- 6. (Monongalia)

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7. (Grant)

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PROTECTION/SI	PECIAL RECLAMAT	ION

WV-36 STATE OF WEST VIRGINIA REV. 5-1-08 PURCHASING CONTINUATION SHEET VENDOR:

#### Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for the Office of Special Reclamation, West Virginia DEP by issuance of a work directive, which shall include the name of the project site, and the cost estimate (quantity of work to be done). The vendor shall acknowledge receipt by signing, dating and forwarding back to the Director the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in this contract. No work shall be performed until a notice to proceed has been issued by the State. Upon each notification by a DEP representative, the vendor shall commence work with 24 hours.

#### Delivery

- A. The vendor shall complete the specified snow removal in accordance with each work directive. The vendor shall submit an invoice to the Department of Environmental Protection for each work directive completed.
- B. Inspections of each project may be verified by the Director or his authorized representative as the work progresses.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive.

#### General Conditions

- A. 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 DEP free and harmless from all claims arising from services performed under this contract.
- B. The vendor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The DEP shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the DEP's authorized representative. Such inspection will, among other things, ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither 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 regulations pertinent to the work.

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WV-36 STATE OF WEST VIRGINIA REV. 5-1-08 PURCHASING CONTINUATION SHEET VENDOR:

#### Costs and Payments

- A. Payment to the vendor will be made on the following basis:
  - 1. Unit Pricing

Item - As directed by the DEP in specific work directive.

Quantity - As agreed to prior to issuing a Notice to Proceed.

Unit Price - As provided by the vendor in the contract

B. The vendor shall invoice on specified DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the quantities and unit prices approved in the cost estimate for the work directive. Vendor shall provide with each invoice a work log showing the time of arrival and departure to each site.

Multiple invoices will be accepted on Work Directives with prior approval of the DEP. Invoices shall be submitted to DEP offices by the 15<sup>th</sup> and the 30<sup>th</sup> of the month for the work performed in those time periods.

#### Changes in the Contract

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions. All such changes in the work shall be authorized by a change order. A change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
  - By mutual acceptance of a lump sum properly documented (itemized)
  - By unit prices (negotiated)

All materials must have approval from a DEP representative.

#### BID ITEM TECHNICAL SPECIFICATIONS DEP15744 Counties of Barbour, Upshur, Lewis, Taylor and Randolph

1.0 MOBILIZATION/DEMOBILIZATION

Single payment shall be all inclusive for mobilization and demobilization to and from each site. . Method of Payment: Payment shall be lump sum unit price for each mobilization/demobilization to each site. The maximum bid amount shall be \$25/Each.

2.0 SNOW REMOVAL - TRUCK(s) WITH SNOWBLADE

Snow removal shall be provided for winter access on gravel-based compacted access roads that lead to treatment sites. A minimum of two trucks shall be available for snow removal at multiple locations, or use of both trucks at one location. The minimum size trucks shall be 1 ton 4WD pickup trucks with minimum 8-foot blades. Plows shall have skid type shoes/runners. "Mushroom" type shoes/runners are not acceptable.

The truck and plow operator(s) shall be included with this unit price. Mobilization and demobilization

to the site shall be paid with Bid Item # 1.0.

Method of Payment: Payment shall be based on an Hourly Rate unit price.

3.0 APPLICATION OF LIMESTONE CHIPS

Application of #8 or #9 limestone chips shall be made by vendor. Price for bid item should include the application of 2 to 2.25 tons of chips over a 500 linear foot road length. Areas where chips are to be applied shall be identified by the Director or his authorized representative. Applications shall be made immediately following snow removal and shall be made so that an 18-wheel vehicle shall be able to access area when complete.

Method of Payment: Payment shall be Per Each.

### **BID SCHEDULE DEP15744** Counties of Barbour, Upshur, Lewis, Taylor and Randolph

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		unit prices when the unit price appears to be unreasonal	ne.						
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1.0	200 EA	MOBILIZATION/DEMOBILIZATION (Maximum Bid Amount = \$25/EA)	\$_ PER EACH	\$					
2.0	500 HRS	SNOW REMOVAL- Truck(s) with snow blade; minimum 1 ton pickup with minimum 8 foot wide snow blade. Plow shall be fitted with skid type runners/shoes (Personnel included)	\$ PER HR	\$					
3.0	30 EA	APPLICATION OF LIMESTONE CHUPS WITH SPREADER Approximately 2 to 2.25 tons over a \$00 linear foot of road length.	\$ PER EACH	\$					
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	<ol> <li>Bid item #2.0 unit prices shall also include all personnel necessary to effectively and efficiently operate each plow(s).</li> </ol>								
	4. Ple	ease review the Bid Item Technical Specifications for further details of e	each bid item.						
		Signature:	<i>-</i>						

## BID ITEM TECHNICAL SPECIFICATIONS DEP15744 Counties of Monongalia, Harrison and Marion

2.0 MOBILIZATION/DEMOBILIZATION

Single payment shall be all inclusive for mobilization and demobilization to and from each site.

Method of Payment: Payment shall be lump sum unit price for each mobilization/demobilization to each site.

The maximum bid amount shall be \$25/Each.

2.0 SNOW REMOVAL - TRUCK(s) WITH SNOWBLADE

Snow removal shall be provided for winter access on gravel-based compacted access roads that lead to treatment sites. A minimum of two trucks shall be available for snow removal at multiple locations, or use of both trucks at one location. The minimum size trucks shall be 1 ton 4WD pickup trucks with minimum 8-foot blades. Plows shall have skid type shoes/runners. "Mushroom" type shoes/runners are not acceptable.

The truck and plow operator(s) shall be included with this unit price. Mobilization and demobilization to the site shall be paid with Bid Item # 1.0.

Method of Payment: Payment shall be based on an Hourly Rate unit price.

3.0 APPLICATION OF LIMESTONE CHIPS

Application of #8 or #9 limestone chips shall be made by vendor. Price for bid item should include the application of 2 to 2.25 tons of chips over a 500 linear foot road length. Areas where chips are to be applied shall be identified by the Director or his authorized representative. Applications shall be made immediately following snow removal and shall be made so that an 18-wheel vehicle shall be able to access area when complete.

Method of Payment: Payment shall be Per Each.

# BID SCHEDULE DEP15744 Counties of Monongalia, Harrison and Marion

Citate States and a second	Naternicola	's masonry, LLC
Address Lozlo	maryland	Depue"
Fair prop	two 26	0554

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
1.0		MOBILIZATION/DEMOBILIZATION (Maximum Bid Amount = \$25/EA)	\$_25.°° PER EACH	\$ <u>5,000.°</u>
2.0	500 HRS	SNOW REMOVAL- Truck(s) with snow blade; minimum 1 ton pickup with minimum 8-foot wide snow blade. Plow shall be fitted with skid type runners/shoes. (Personnel included)	\$ 120.°° PER HR	\$ 60,000
3.0	30 EA	APPLICATION OF LIMESTONE CHIPS WITH SPREADER Approximately 2 to 2.25 tons over a 500 linear foot of road length.	\$_150,°° PER EACH	\$ H,500.°°
		TOTAL		\$ 69,500.

#### NOTE:

- 1. All items must be bid and bid in the unit measure specified in the quantity column.
- 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 pumping and / or snow removal.
- 3. Bid item #2.0 unit prices shall also include all personnel necessary to effectively and efficiently operate each plow(s).
- 4. Please review the Bid Item Technical Specifications for further details of each bid item.

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Date:	100	36	D-V2	

### BID ITEM TECHNICAL SPECIFICATIONS DEP15744 County of Preston

3.0 MOBILIZATION/DEMOBILIZATION

Single payment shall be all inclusive for mobilization and demobilization to and from each site.

Method of Payment: Payment shall be lump sum unit price for each mobilization/demobilization to each site.

The maximum bid amount shall be \$25/Each.

2.0 SNOW REMOVAL - TRUCK(s) WITH SNOWBLADE

Snow removal shall be provided for winter access on gravel-based compacted access roads that lead to treatment sites. A minimum of two trucks shall be available for snow removal at multiple locations, or use of both trucks at one location. The minimum size trucks shall be 1 ton 4WD pickup trucks with minimum 8-foot blades. Plows shall have skid type shoes/runners. "Mushroom" type shoes/runners are not acceptable.

The truck and plow operator(s) shall be included with this unit price. Mobilization and demobilization to the site shall be paid with Bid Item # 1.0.

Method of Payment: Payment shall be based on an Hourly Rate unit price.

#### 3.0 APPLICATION OF LIMESTONE CHIPS

Application of #8 or #9 limestone chips shall be made by vendor. Price for bid item should include the application of 2 to 2.25 tons of chips over a 500 linear foot road length. Areas where chips are to be applied shall be identified by the Director or his authorized representative. Applications shall be made immediately following snow removal and shall be made so that an 18-wheel vehicle shall be able to access area when complete.

Method of Payment: Payment shall be Per Each.

# BID SCHEDULE DEP15744 County of Preston

Company Name Naternicola's Mason	ny UC
Address (200 Mary Cent Doe,	
tainant WU 26554	/_

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
1.0	200 EA	MOBILIZATION/DEMOBILIZATION (Maximum Bid Amount = \$25/EA)	\$_ PER EACH	\$
2.0	500 HRS	SNOW REMOVAL- Truck(s) with snow blade; minimum 1 ton pickup with minimum 8-foot wide snow blade. Plow shall be fitted with skid type runners/snocs. (Personnel included)	\$PER HR	\$
3,0	30 EA	APPLICATION OF LIMESTONE CHIPS WITH SPREADER Approximately 2 to 2.25 tons over a 500 linear foot of road length.	\$_ PER EACH	\$
4.7.7		TOTA		\$

#### NOTE:

- All items must be bid and bid in the unit measure specified in the quantity column.
- 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 pumping and / or snow removal.
- 3. Bid item #2.0 unit prices shall also include all personnel necessary to effectively and efficiently operate each plow(s).
- 4. Please review the Bid Item Technical Spezifications for further details of each bid item.

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Date:	3-6-17	07

## BID ITEM TECHNICAL SPECIFICATIONS DEP15744 Counties of Grant, Tucker and Mineral

1.0 MOBILIZATION/DEMOBILIZATION - TRUCKS

Payment shall be made for mobilization and/or demobilization to and from the sites as defined in the Work Directives. If multiple sites are to be consecutively plowed, the mobilization will only be paid from site to site after reaching the first site.

Method of Payment: Payment shall be lump sum unit price for each mobilization/demobilization to

each site. The maximum bid amount shall be \$50/Each.

2.0 MOBILIZATION/DEMOBILIZATION BULL DOZER

Payment shall be made for mobilization and/or demobilization to and from the sites as defined in the Work Directives. Demobilization shall be paid when leaving the last site. Equipment required shall be a tractor with a low boy, licensed for 110,000 pounds. This item shall include all permits and fees necessary for legal transport of equipment. All other costs including break-down and put-together costs shall be included. Hourly rate will be paid (1) one time in and one (1) time out while the truck is loaded for each machine used on project. (Billable time not to exceed 4 hours each way for each piece of equipment transported, but is not limited to actual time required for delivery to site.)

Method of Payment: Payment shall be per hour unit price for each mobilization/demobilization to each

site. The maximum bid amount shall be \$200/hour.

3.0 SNOW REMOVAL 33,000 GVW TRUCK

Snow removal shall be provided for winter access on gravel-based compacted access roads that lead to treatment sites. A minimum of two trucks shall be available for snow removal at multiple locations, or use of both trucks at one location. The minimum size trucks shall be 33,000 GVW truck with 8-foot blade. Plows shall have skid type shoes/runners. "Mushroom" type shoes/runners are not acceptable. The truck and plow operator(s) shall be included with this unit price. Mobilization and demobilization to the site shall be paid with Bid Item # 1.0.

Method of Payment: Payment shall be based on an Hourly Rate unit price.

4.0 SNOW REMOVAL - TRUCK WITH SNOWBLADE

Snow removal shall be provided for winter access on gravel-based compacted access roads that lead to treatment sites. A minimum of two trucks shall be available for snow removal at multiple locations, or use of both trucks at one location. The minimum size trucks shall be 1 ton 4WD pickup trucks with minimum 8-foot blades. Plows shall have skid type shoes/runners. "Mushroom" type shoes/runners are not acceptable.

The truck and plow operator(s) shall be included with this unit price. Mobilization and demobilization

to the site shall be paid with Bid Item # 1.0.

Method of Payment: Payment shall be based on an Hourly Rate unit price.

5.0 SNOW REMOVAL-BULLDOZER

Snow removal shall be provided for winter access on gravel-based compacted access roads that least of treatment sites. The minimum size shall be a Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade. (Personnel Included). Mobilization and demobilization to the site shall be paid with Bid Item # 2.0 for each time a "lowboy" is used to move the equipment to the site.

Method of Payment: Payment shall be based on an Hourly Rate unit price.

#### 6.0 APPLICATION OF LIMESTONE CHIPS

Application of #8 or #9 limestone chips shall be made by the vendor. Price for bid item should include the application of 2 to 2.25 tons of chips over a 500 linear foot road length. Areas where chips are to be applied shall be identified by of the Director or his authorized representative. Applications shall be made immediately following snow removal and shall be made so that an 18-wheel vehicle shall be able to access the area when complete.

Method of Payment: Payment shall be Per Each.

### 7.0 WINTER STORAGE FEE FOR BULLDOZER (STORED ON SITE)

Fee shall include onsite storage of bulldozer at a mutually agreed location by vendor and DEP representative. Due to the amount of precipitation that occurs in the area and the frequency that snow removal is required, DEP believes onsite storage is justified. This will alleviate the need for the transportation of a buildozer during hazardous road conditions thus reducing risk to the safety of the vendor's operators and the operator's equipment. Vendors are to note that DEP shall assume no responsibility or security for storage or damage that may occur due to vandalism, act of God or any other event/circumstance that would cause damage to the equipment.

Method of Payment: Payment shall be based on a Monthly unit price. Maximum number of months shall be limited to five (5) during the winter months of the year and may be less at the discretion of DEP.

# BID SCHEDULE DEP15744 Counties of Grant, Tucker and Mineral

Company Name Naterniola's Marony	LIC
Address 626 Morrison 1209	
Fairmont wy 20554	_/_

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

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0		MOBILIZATION/DEMOBILIZATION - TRUCKS (Maximum Bid Amount = \$50/EA)	\$ BACH	\$
2.0	50 HOURS	MOBILIZATION/DEMOBILIZATION BULLDOZER (Maximum Bid Amount = \$150/hour) (Billable time not to exceed 2 hours each way for each piece of equipment transported, but is not limited to actual time required for delivery to site.)	\$ PER HOUR	\$
3.0	2000 HOURS	SNOW REMOVAL-33,000 GVW TRUCK(s) with 10-foot wide snow blade. Snow blade shall be equipped with skid type runners/shoes (Personnel included)	\$_ PER HOUR	\$
4.0	500 HOURS	SNOW REMOVAL Arnck(s) with snow blade; Minimum 1 ton pickup with minimum 8-foot wide snow blade, Plow shall be fitted with skid type runners/shocs. (Personnel included)	SPER HOUR	\$
5.0	1000 HOURS	SNOW REMOVAL BULLDOZER Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade. (Personnel Included)	\$_ PER HOUR	\$
6.0	30 EACH	APPLICATION OF LIMESTONE CHIPS WITH SPREADER. Approximately 2 to 2.25 tons over a 500 linear foot of read length.	\$ PER EACH	\$
7.0	5 MONTUS	WINTER STORAGE FEE FOR BULLDOZER (stored on site) (Maximum bid amount = \$1500/month)	\$_ PER MONTH	\$
		TOTAL	)	\$

NOTE:

- All items must be bid and bid in the unit measure specified in the quantity column.
- 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 pumping and / or snow removal.
- 3. Bid items 3.0, 4.0 AND 5.0 unit prices shall also include all personnel necessary to effectively and efficiently operate each plow(s).
- 4. Please review the Bid Item Technical Specifications for further details of each bid item.

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Date:	2-4	010		

#### 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 vehiclors 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.				
requir agains or ded	r understands if the Secretary of Revenue determines that a Bidder receiving preference has falled to continue to meet the ements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty st such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency fucted from any unpaid balance on the contract or purchase order.				
author the re deem	bmission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and rizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid quired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information ed by the Tax Commissioner to be confidential.				
and a	r penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate ges during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.				
Bidde	er: Kill laternico la Signed: WUILL				
Date:	56-12 Title: 00000				

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