

# RUMPKE

10795 Hughes Road  
Cincinnati, Ohio 45251

**Bid For**

**TRASH REFUSE CONTAINERS  
AND SERVICES  
SOLICITATION NO:  
CRFQ 0506 MMB1600000013**

***WEST VIRGINIA DEPARTMENT  
OF ADMINISTRATION,  
PURCHASING DIVISION***

**April 26, 2016**

04/25/16 09:38:04  
WV Purchasing Division

**[www.rumpke.com](http://www.rumpke.com)**



## **SUSTAINABILITY STATEMENT**

By embracing the resourceful and innovative spirit of Rumpke's company founders, and the generations who have followed, we strive to offer our customers environmentally responsible waste disposal, waste reduction and recycling services, while complying with the laws and regulations that govern the industry. It is our objective to provide sustainable solutions to the communities and businesses we serve, ensuring that our combined efforts contribute to a cleaner and greener world today and well into the future.



## **ENVIRONMENTAL POLICY**

Rumpke is committed to service excellence. We will conduct our operations in a responsible manner to provide the highest level of protection for the health and safety of our employees, neighbors and the environment.



## **RUMPKE PRINCIPLES**

- Rumpke will meet or exceed all federal, state and local laws, regulations and permit conditions.
- Rumpke will proactively initiate communications with the public and will respond openly and promptly to inquiries about our operations.
- Rumpke will participate in continuing education, innovative studies and other appropriate activities to further promote public awareness and understanding of solid waste issues.
- Rumpke will develop and implement long-term solutions to environmental concerns through integrated solid waste management practices.

**RUMPKE**

[www.rumpke.com](http://www.rumpke.com)

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**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 13, 2016 by 4:00 pm EST

Submit Questions to: Mark Atkins, Buyer 51  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Trash Refuse Containers and Services  
BUYER: Mark Atkins/ file 51  
SOLICITATION NO.: CRFQ 0506 MMB1600000013  
BID OPENING DATE: April 26, 2016  
BID OPENING TIME: 1:30 pm EST  
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)  
 Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: April 26, 2016 @ 1:30 pm EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.



## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on UPON AWARD and extends for a period of ONE (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed THIRTY-SIX (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**7. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00  
(One Million Dollars) \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

\*  Licensed by the WV Public Service Commission as Waste Hauling Company.

Disposal Landfill Destination Certificate

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

N/A

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

\*As an out of state hauler, Rumpke of Ohio, Inc. is not subject to this requirement.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.



**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

RUMPKE OF OHIO, INC.

(Company)

 Phillip E. Welch Chief Financial Officer  
(Authorized Signature) (Representative Name, Title)

(513) 851-0122 / (513) 851-0560 4/21/16  
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ MMB16000000??

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

RUMPKE OF OHIO, INC.  
\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature / Philip E. Wehrman

4/21/16  
\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
CRFQ MMB160000013  
TRASH CONTAINERS, COMPACTOR, REMOVAL AND DISPOSAL SERVICES

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division, along with Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BBHBF), Mildred Mitchell-Bateman Hospital (MMBH) is soliciting bids to establish a contract to provide containers, compactor and the disposal of trash and solid waste from Mildred Mitchell-Bateman Hospital which is located at 1530 Norway Avenue, Huntington WV 25705.

Delivery Orders issued under this contract awarded as a result of this solicitation may be funded in whole or part with Federal Funds All bidders will be required to acknowledge and adhere to Attachment\_1: Provisions Required for Federally Funded Procurements.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 2.1 “**Contract Service**” means removal and regulated disposal of miscellaneous trash, to include food, paper, cardboard and other household trash from the designated areas of Mildred Mitchell-Bateman Hospital and more fully described in these specifications.
- 2.2 “**Pricing Page**” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services.
- 2.4 “**PSC**” means the Public Service Commission.
3. **QUALIFICATIONS:** Vendor, or Vendor staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1 Must be registered with the WV Secretary of State’s Office, or have a waiver from WV Secretary of State’s Office that registration is not required.
- 3.2 Must be licensed and authorized by the State of West Virginia Public Service Commission (PSC) to dispose of all refuse removed from facility. License will be required prior to awarding of contract.

REQUEST FOR QUOTATION  
CRFQ MMB1600000013  
TRASH CONTAINERS, COMPACTOR, REMOVAL AND DISPOSAL SERVICES

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**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

Vendor will provide:

- A. Two (2) thirty (30) cubic yard roll off, open top containers.
- B. Two (2) eight (8) cubic yard containers for cardboard recycling.
- C. One (1) thirty-four (34) cubic yard compactor.
- D. Garbage collection and disposal services on both an “on-call” basis and “scheduled pickup” basis.
- E. Vendor will be responsible for the delivery and installation of all equipment that will be placed in designated areas.
- F. Vendor will be responsible for weekly inspections and keeping the equipment in full operating condition. A request for repair(s) must be completed within seven (7) calendar days or equipment shall be replaced.
- G. Vendor’s bid must include within the Monthly Rental Rate all maintenance and repairs to equipment as necessary for the entire term of the contract. No separate or additional charges will be paid for any maintenance or repairs by the Agency.
- H. Vendor must continually maintain compliance with all Local, State and Federal Regulations for disposal procedures. WV Code Rule 33CSR7 (Attachment\_2)
- I. Vendor must provide their disposal landfill destination certificate prior to the awarding of the contract.

**4.1.1 Two (2) - Thirty (30) Cubic Yard – Roll Off Containers (open-top)**



REQUEST FOR QUOTATION  
CRFQ MMB1600000013  
TRASH CONTAINERS, COMPACTOR, REMOVAL AND DISPOSAL SERVICES

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- 4.1.1.1 Must be all-steel construction.
- 4.1.1.2 Must be a minimum of Thirty (30) Cubic Yard Container.
- 4.1.1.3 Must have full open-top.
- 4.1.1.4 Must have a minimum of one (1) full-end swinging door.
- 4.1.1.5 **SCHEDULE:** Will be emptied on an “on-call” basis.
- 4.1.2 **Two (2) - Eight (8) Cubic Yard – Container for Cardboard Recycling**
  - 4.1.2.1 Must be all-steel construction.
  - 4.1.2.2 Must be a minimum of Eight (8) Cubic Yard Container.
  - 4.1.2.3 Must have a minimum of two (2) plastic lids on top.
  - 4.1.2.4 Must have two (2) side doors (one on each side).
  - 4.1.2.5 **SCHEDULE:** Must empty every Monday, Wednesday and Friday.
- 4.1.3 **One (1) - Thirty (34) Cubic Yard – Compactor**
  - 4.1.3.1 Must be all-steel construction.
  - 4.1.3.2 Must be self-contained to alleviate leaks when removing to empty.
  - 4.1.3.3 Must be a minimum of Thirty-Four (34) Cubic Yard Compactor.
  - 4.1.3.4 Must have side loading door with latch to secure door.
  - 4.1.3.5 Must have stand-alone power station that remains behind when container is taken to be emptied.
    - 4.1.3.5.1 Compactor is removed, emptied and returned to site.
  - 4.1.3.6 Must be 3 Phase 208-220 vac electric hook-up.
  - 4.1.3.7 **SCHEDULE:** Must empty every other Monday.
- 4.1.4 **Additional Mandatory Contract Services Requirements and Deliverables:**

Contract Services must meet or exceed the mandatory requirements listed below:

  - 4.1.4.1 The Vendor must provide training for the Housekeeping Director and four (4) members of staff at hospital as to the proper operating of the compactor.
    - 4.1.4.1.1 Training must be provided on-site.
    - 4.1.4.1.2 Training must be on the day of installation.
    - 4.1.4.1.3 Training will be conducted at no additional charge to Mildred Mitchell-Bateman Hospital.

**5. CONTRACT AWARD:**

**REQUEST FOR QUOTATION**  
**CRFQ MMB1600000013**  
**TRASH CONTAINERS, COMPACTOR, REMOVAL AND DISPOSAL SERVICES**

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

**5.2 Pricing Page:** The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Page through wvOASIS, if available, or as an electronic document. In most cases, the vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Mark.A.Atkins@wv.gov](mailto:Mark.A.Atkins@wv.gov)

Bidders responding on paper should complete the Pricing Page "EXHIBIT A" (included in a mailed or faxed copy of the CRFQ, but may be downloaded and printed on the wvOASIS website) by entering the Unit Cost for each contract item, then multiply the Unit Cost by the Estimated Quantity amounts to arrive at a Total Cost for each contract item. Then add the Total Cost column to arrive at a Grand Total cost for the bid submission. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

If responding on paper, Vendor should type or otherwise legibly enter the information on into the Pricing Page.

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for the performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by the Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this contract.

**7. PAYMENT:** Agency shall pay invoices as submitted by the vendor in accordance with the prices shown on the Pricing Page, but no more than one (1) invoice per month may be submitted and will be paid in arrears, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Vendor shall accept the West Virginia State Purchasing Card for payment of invoices. An original invoice must be submitted to Mildred Mitchell-Bateman Hospital, Accounts Payable Department, 1530 Norway Avenue, Huntington WV 25705.

**REQUEST FOR QUOTATION**  
**CRFQ MMB1600000013**  
**TRASH CONTAINERS, COMPACTOR, REMOVAL AND DISPOSAL SERVICES**

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- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract. Any anticipated mileage or travel costs may be included in the unit cost listed on the Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to the Agency's facilities. In the event that access cards and/or keys are required:
- 9.1** Vendor must identify principle service personnel which will be issued access cards and/or keys to perform service.
  - 9.2** Vendor will be responsible for controlling cards and keys and will pay a replacement fee, if the cards/or keys become lost or stolen.
  - 9.3** Vendor shall notify Agency immediately of any lost, stolen, or missing cards and/or keys.
  - 9.4** Anyone performing under this Contract will be subject to the Agency's security protocol and procedures.
  - 9.5** Vendor shall inform all staff of Agency's security protocol and procedures.
- 10. VENDOR DEFAULT:**
- 10.1** The following shall be considered a vendor default under this Contract.
    - 10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
    - 10.1.2** Failure to comply with other specifications and requirements contained herein.
    - 10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
    - 10.1.4** Failure to remedy deficient performance upon request.
  - 10.2** The following remedies shall be available to Agency upon default.
    - 10.2.1** Immediate cancellation of the Contract.
    - 10.2.2** Immediate cancellation of one or more release orders under this Contract.
    - 10.2.3** Any other remedies available in law or equity.

REQUEST FOR QUOTATION  
CRFQ MMB1600000013  
TRASH CONTAINERS, COMPACTOR, REMOVAL AND DISPOSAL SERVICES

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**11. MISCELLANEOUS:**

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

Please Complete:

Contract Manager: Nick Rupert

Vendor Telephone Number: (740) 418-0695

Vendor Fax Number: (740) 384-5472

Vendor Email: nick.rupert@rumpke.com

**CRFQ 0506 MMB1600000013 PRICING PAGE**

**EXHIBIT "A"**

Item #	Estimated Amounts	Description of Services	Unit Cost	Total Cost
4.1.1	2 EA	<b>(2) 30 Cubic Yard - Roll Off Container</b>		
	10 Ton	Disposal/Recycling of Trash per Ton	\$ 24.00	\$ 240.00
	48 Each	Haul Charges for delivery of trash to landfill - On Call Service	\$ 300.00	\$ 14,400.00
	24 Months	Monthly Rental Charges for Containers	\$ 20.00	\$ 480.00
4.1.2	2 EA	<b>(2) 8 Cubic Yard Container</b>		
	2,000 Lbs	Disposal/Recycling of Trash per Pound	\$ - 0 -	\$ - 0 -
	312 Each	Haul Charges for delivery of trash to landfill - Every Monday, Wednesday & Friday	\$ 19.98	\$ 6,233.76
	24 Months	Monthly Rental Charges for Containers	\$ - 0 -	\$ - 0 -
4.1.3	1 EA	<b>(1) 34 Cubic Yard Compactor</b>		
	7 Ton	Disposal/Recycling of Trash per Ton	\$ 24.00	\$ 168.00
	24 Each	Haul Charges for delivery of trash to landfill - Every other Monday	\$ 320.00	\$ 7,680.00
	12 Months	Monthly Rental Charges for Compactor	\$ 398.00	\$ 4,776.00

**GRAND TOTAL COST**   **\$ 33,977.76**

Rates are inclusive of any and all travel cost, including fuel, delivery or travel time to hospital. The amounts above are only an estimate to be used for the bid tabulations, we may require more or less.

Awarding of the contract will be to the vendor who provides the lowest total cost bid submission and meets or exceeds the specifications of the request for quotation.

Company Name: RUMPKE OF OHIO, INC.

Sales Representative: Nick Rupert

Vendor Address: 10795 Hughes Road  
Cincinnati, Ohio 45251

Vendor Phone: (513) 851-0122 / (740) 418-0695 Fax Number: (513) 851-0560 / (740) 384-5472

Email Address: nick.rupert@rumpke.com

  
Philip E. Wehner Signature

4/21/16

Date

## **Provisions Required for Federally Funded Procurements**

- 1. Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
- 2. 2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3. §200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

**(A)** At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

### **§ 148-1-5. Remedies.**

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

**5.2.a. Cancellation.** The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

**5.2.a.1.** The vendor agrees to the cancellation;

**5.2.a.2.** The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

**5.2.a.3.** Failure to honor any contractual term or condition or to honor standard commercial practices;

**5.2.a.4.** The existence of an organizational conflict of interest is identified;

**5.2.a.5.** Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

**5.2.a.6.** Violation of any federal, state, or local law, regulation, or ordinance.

**5.2.b.** The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

**5.2.c. Opportunity to Cure.** In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

**5.2.d. Re-Award.** The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

**5.2.d.1.** The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

**5.2.d.2.** The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.



**5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:**

**5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.**

**5.4.b.2. A notice of suspension must inform the vendor:**

**5.4.b.2.A. Of the grounds for the suspension;**

**5.4.b.2.B. Of the duration of the suspension;**

**5.4.b.2.C. Of the right to request a hearing contesting the suspension;**

**5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;**

**5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and**

**5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.**

**5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.**

**5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.**

**5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.**

**5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.**

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

#### 5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

**(B)** At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

#### 5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR § 60-1.3 defines “Federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

**41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.***

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.



**(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—** Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act (42 U.S.C. 7401–7671q.)** and the **Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).**

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—** Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—** Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**TITLE 33  
INTERPRETIVE RULE  
DIVISION OF ENVIRONMENTAL PROTECTION  
OFFICE OF WASTE MANAGEMENT**

**SERIES 7  
PROOF OF PROPER SOLID WASTE DISPOSAL**

**'33-7-1. General.**

1.1. Scope and Purpose. -- This rule provides guidance to persons occupying a residence or operating a business establishment in this state regarding the approved method of providing proof of proper solid waste disposal to the Division of Environmental Protection.

1.2. Authority. -- W. Va. Code '22C-4-10.

1.3. Filing Date. -- February 24, 1999.

1.4. Effective Date. -- April 1, 1999.

**'33-7-2. Proof of Proper Solid Waste Disposal.**

2.1. Applicability. -- Each person occupying a residence or operating a business establishment in this state must be able to provide proof to the Division of Environmental Protection that his solid waste was disposed of at an approved solid waste facility.

2.2. Forms of Proof. -- Proof of proper solid waste disposal includes:

2.2.a. Records demonstrating that a person has subscribed to and used a solid waste collection service and has paid the fees established therefor; or

2.2.b. Records, including bills of receipt, demonstrating that a person has delivered his or her waste to an approved solid waste facility for disposal.

Note: The term "solid waste collection service" means a collection service offered either by a common carrier certificated by the West Virginia Public Service Commission (or similar body of a contiguous state) or by a municipality or other governmental body.

2.3. Recordkeeping Requirements. -- The owner or operator of each approved solid waste facility in this state must maintain records of each delivery of solid waste made by an individual who is not in the business of hauling or disposing of solid waste. Such records must include:

2.3.a. The name and address of the individual who delivered the waste for disposal;

2.3.b. A description of the origin, type, and estimated amounts of the waste delivered for disposal;  
and

2.3.c. A copy of the bill of receipt for the waste delivered for disposal.

## **33CSR7**

**2.4. Maintenance and Retention of Records.** All records required under this rule must be maintained for a minimum of three (3) years and be made available for inspection by an authorized representative of the director upon request.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: RUMPKE OF OHIO, INC.

Authorized Signature: *Philip E. Wehman* Date: 4/21/16  
Philip E. Wehman

State of OHIO

County of HAMILTON, to-wit:

Taken, subscribed, and sworn to before me this 21st day of April, 2016.

My Commission expires 1/21, 2019.

AFFIX SEAL HERE



Gina M. Schueler NOTARY PUBLIC  
Notary Public, State of Ohio  
My Commission Expires 1-21-2019

*Gina M. Schueler*

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 Vendor Preference, if applicable.

1.  **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: RUMPKE OF OHIO, INC.

Signed: 

Date: 4/21/16

Title: Chief Financial Officer



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

State of West Virginia  
 Request for Quotation  
 33 - Service - Misc

Proc Folder: 199711

Doc Description: OPEN-END CONTRACT FOR TRASH REFUSE CONTAINERS AND SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-04	2016-04-26 13:30:00	CRFQ 0506 MMB1600000013	1

**BID RECEIVING LOCATION**

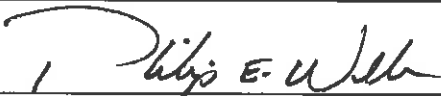
BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 RUMPKE OF OHIO, INC.  
 10795 Hughes Road  
 Cincinnati, Ohio 45251  
 (513) 851-0122

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X  FEIN # 31-1617611 DATE 4/21/16

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division, along with Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BBHF), Mildred Mitchell-Bateman Hospital (MMBH) is soliciting bids to establish a contract to provide containers, compactor and the disposal of trash and solid waste from Mildred Mitchell-Bateman Hospital which is located at 1530 Norway Avenue, Huntington WV 25705, per the attached documents.

**SPECIAL NOTICE:**

Delivery Orders issued under this contract awarded as a result of this solicitation may be funded in whole or part with Federal Funds. All bidders will be required to acknowledge and adhere to Attachment\_1: Provisions Required for Federally Funded Procurements.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DISPOSAL OF TRASH PER TON - FROM THE 30 CUBIC YARD	10.00000	TON	24.00	240.00

Comm Code	Manufacturer	Specification	Model #
76121500			

**Extended Description :**

SECTION 4.1.1  
 2 (30) CUBIC YARD CONTAINERS.

-PER TON TRASH DISPOSAL

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	HAUL CHARGES FOR EACH DELIVERY OF TRASH TO	48.00000	EA	300.00	14,400.00

Comm Code	Manufacturer	Specification	Model #
76121500			

**Extended Description :**

SECTION 4.1.1  
 2 (30) CUBIC YARD CONTAINERS.

24 HAUL CHARGES FOR EACH CONTAINER TO LANDFILL.

-WILL BE EMPTIED ON AN ON-CALL BASIS.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	MONTHLY RENTAL CHARGES FOR 2 (30) CUBIC YARD CONTAINERS	24.00000	MO	20.00	480.00

Comm Code	Manufacturer	Specification	Model #
76121500			

**Extended Description :**

SECTION 4.1.1  
2 (30) CUBIC YARD CONTAINERS.

-12 MONTH RENTAL CHARGES FOR EACH CONTAINER.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	RECYCLING CHARGES FOR HAULING CARDBOARD PER	2000.00000	LB	- 0 -	- 0 -

Comm Code	Manufacturer	Specification	Model #
76121500			

**Extended Description :**

SECTION 4.1.2  
2 (8) CUBIC YARD CONTAINERS FOR CARBOARD RECYCLING.

-DISPOSAL/RECYCLING OF TRASH PER POUND

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	HAUL CHARGES FOR EACH DELIVERY TO RECYCLING	312.00000	EA	19.98	6,233.76

Comm Code	Manufacturer	Specification	Model #
76121500			

**Extended Description :**

SECTION 4.1.2  
2 (8) CUBIC YARD CONTAINERS FOR CARBOARD RECYCLING.

-156 HAUL CHARGES FOR EACH RECYCLE CONTAINER OF TRASH TO RECYCLING LOCATION.

-MUST BE EMPTIED EVERY MONDAY, WEDNESDAY, FRIDAY

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	MONTHLY RENTAL CHARGES FOR (2) EIGHT CUBIC YARD	24.00000	MO	- 0 -	- 0 -

Comm Code	Manufacturer	Specification	Model #
76121500			

**Extended Description :**

SECTION 4.1.2  
2 (8) CUBIC YARD CONTAINERS FOR CARBOARD RECYCLING.

-12 MONTHS RENTAL CHARGES FOR EACH CONTAINER.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	DISPOSAL/RECYCLING OF TRASH PER TON	7.00000	TON	24.00	168.00

Comm Code	Manufacturer	Specification	Model #
76121500			

**Extended Description :**

SECTION 4.1.3  
1 (34) CUBIC YARD COMPACTOR.

-DISPOSAL/RECYCLING OF TRASH PER TON.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	HAUL CHARGES FOR EACH DELIVERY OF TRASH TO LANDFILL	24.00000	EA	320.00	7,680.00

Comm Code	Manufacturer	Specification	Model #
76121500			

**Extended Description :**

SECTION 4.1.3  
 1 (34) CUBIC YARD COMPACTOR.

-24 HAUL CHARGES FOR DELIVERY OF TRASH TO LANDFILL.

-WILL BE EMPTIED EVERY OTHER MONDAY.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL - BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV25705 US		PROCUREMENT OFFICER - 304-525-7801 HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVE HUNTINGTON WV 25705 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	MONTHLY RENTAL CHARGES FOR (1) 34-CUBIC YARD COMPACTOR	12.00000	MO	398.00	4,776.00

Comm Code	Manufacturer	Specification	Model #
76121500			

**Extended Description :**

SECTION 4.1.3  
 1 (34) CUBIC YARD COMPACTOR.

-12 MONTHS RENTAL CHARGES FOR COMPACTOR.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 4:00 pm EST	2016-04-13

<b>MMB1600000013</b>	<b>Document Phase</b> Final	<b>Document Description</b> OPEN-END CONTRACT FOR TRASH REFUSE CONTAINERS AND SERVICES	<b>Page 6</b> <b>of 6</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



Waste & Recycling Services

## RUMPKE OF OHIO, INC.

### CLARIFICATIONS

Solicitation No.: CRFQ 0506 MMB1600000013

**Delivery Date:** As Required. Rumpke of Ohio, Inc. will work with WVDHHR/BBHMF Mildred Mitchell-Bateman Hospital to coordinate the delivery of the required containers to ensure a smooth transition with uninterrupted service.

**Landfill :** Big Run Landfill  
1837 River Cities Drive  
Ashland, Kentucky 41102  
(502) 929-9340

### **General Terms and Conditions:**

#### 38. Additional Agency and Local Government Use:

Rumpke of Ohio, Inc. does not wish to extend the prices, terms, and conditions of Solicitation No. CRFQ 0506 MMB1600000013 and subsequent contract to the Other Government Entities in the State of West Virginia.



Waste & Recycling Services

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## STATEMENT OF QUALIFICATIONS

### RUMPKE'S SOUTHERN OHIO LOCATIONS

**Background:** Rumpke operates four facilities in Southern Ohio, including:

- Beech Hollow Landfill in Wellston, Ohio
- Pike County Landfill in Waverly, Ohio
- Chillicothe buy back and transfer station
- Hauling and transfer locations in Chillicothe and Ironton, Ohio (Ohio Valley District)
- Maintenance facility
- Administrative offices

**Equipment:** About 150 trucks, including roll off, front load and rear load for both waste and recycling collection.

**Employment:** About 200 employees including drivers, equipment operators, mechanics, general laborers, commercial and municipal sales representatives, managers and administrative personnel.

**Service Offerings:** Rumpke's Southern Ohio operations offers comprehensive waste removal, disposal and recycling options to residential, commercial and industrial customers.

Services include municipal solid waste removal and disposal, roll off containers, commercial containers, a full line of compactors and residential and commercial recycling collection where available.

**Service Territory:** Rumpke's Southern Ohio operations provides service to communities and businesses in the following counties in Ohio, Kentucky and West Virginia:

- |              |           |
|--------------|-----------|
| • Athens     | • Gallia  |
| • Hocking    | • Jackson |
| • Lawrence   | • Meigs   |
| • Pike       | • Ross    |
| • Scioto     | • Vinton  |
| • Washington | • Greenup |
| • Boyd       | • Lewis   |
| • Lawrence   | • Mason   |
| • Cabell     |           |
| • Wayne      |           |

**Municipal Contracts:** Rumpke's Beech Hollow District provides contracted residential waste removal services, and drop-off box recycling programs for 17 municipalities and solid waste districts within its service footprint.

**Key Personnel:** Key management personnel for Rumpke of Northern Ohio include the following:

- Andrew Rumpke, Regional Vice-President
- Steve Sargent, Director of Recycling
- Nick Rupert, Municipal/Public Sector Representative
- Bruce Downard, Landfill Manager
- Mark Ramey, Operations Manager



**Waste & Recycling Services**

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## **STATEMENT OF QUALIFICATIONS**

### **OUR STORY**

Rumpke Consolidated Companies, Inc. is one of the largest waste and recycling firms in the United States. The company began in 1932, when William F. Rumpke operated a coal and junkyard business in Carthage, Ohio, which later morphed into a hog farm. William, with the help from his brother Bernard collected garbage from business owners to feed their large hog stock. As the years passed, William and Bernard converted their hog farm into a trash collection business and created the company's first landfill. Today, the company is managed by William Rumpke's grandson, William Rumpke Jr., along with other family members, an outside board of directors and a corporate team of managers.

Over the years, Rumpke has increased its service area to become the third largest, privately-owned waste hauler and the 10th overall largest waste hauler in the nation, serving hundreds of thousands of residential, commercial and industrial customers throughout the United States.

Rumpke continues to grow through acquisitions, organic opportunities and investments in technology. Today, the company owns or operates 11 landfills, 18 transfer stations and 10 recycling centers serving customers throughout Ohio, Kentucky, Indiana and West Virginia.

With a fleet of more than 1,400 hauling vehicles (1,800 total vehicles) and a workforce of approximately 2,600 employees, Rumpke is a leader in solid waste solutions. After more than 80 years, Rumpke remains a strong player in the industry, serving more than 1.4 million residential and commercial customers, and over 370 municipal contracts daily.

One of Rumpke's other divisions, The William-Thomas Group, also services national accounts using a nationwide network of nearly 5,000 waste haulers.

Rumpke's first landfill is one of the largest Sub-Title D landfills in the United States, accepting up to 10,000 tons of trash daily. The landfill is located in Colerain Township (near Cincinnati), and serves as the company's corporate headquarters. Rumpke also owns or operates the following landfills:

- Bartholomew County Landfill (Columbus, Indiana)
- Beech Hollow Landfill (Wellston, Ohio)
- Bond Road Landfill (near Cincinnati)
- Brown County Landfill (Georgetown, Ohio)
- Jackson County Landfill (Medora, Indiana)
- Montgomery County Landfill (Mt. Sterling, Kentucky)
- New Baltimore Landfill (New Baltimore, Ohio)
- Pendleton County Landfill (Butler, Kentucky)
- Pike Sanitation Landfill (Waverly, Ohio)
- Noble Road Landfill (Shiloh, Ohio)



**Waste & Recycling Services**

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## **STATEMENT OF QUALIFICATIONS**

### **COMMITMENT TO SUSTAINABILITY**

Rumpke's first recycling location was established in 1941 in Southwestern Ohio. The operation was primitive compared to today's recycling technologies, and consisted mostly of manual sorting.

In 1989, Rumpke purchased a recycling operation in Pickaway County, Ohio. This purchase—which marked the start of Rumpke's official recycling division—was followed by a second site in Cincinnati in 1991. Dual-stream facilities opened in Columbus and Dayton, Ohio, Louisville and Ashland, Kentucky and in Indianapolis, Indiana throughout the 1990s. The facilities met a critical demand for communities seeking to divert material from landfills.

As the recycling industry grew, Rumpke remained at the forefront and continued investing in the latest technologies. Today, Rumpke provides the regional framework necessary to serve residential, commercial and industrial customers.

Rumpke owns and operates three of the most advanced recycling facilities in the nation, including a newly upgraded facility in Columbus, Ohio, a glass processing site in Dayton, Ohio, and a \$32 million facility in Cincinnati, Ohio, capable of sorting more than 100,000 pounds of recyclables per hour. These newly updated and advanced facilities make Rumpke a regional recycling leader.

Via positive negotiations, Rumpke has secured long-term marketing agreements with manufacturers that purchase recyclables for use as raw materials and therefore has ensured the best recycling opportunities for its customers.

Rumpke offers complete environmental solutions including much more than earth-friendly disposal and recycling services. Rumpke services also include composting, construction recycling and e-waste and universal waste hauling options for recycling.

Rumpke is even making a difference at its landfills. At Rumpke Sanitary Landfill, near Cincinnati, the company recovers landfill gas and converts it into natural gas energy for up to 25,000 homes. The operation is the largest landfill gas to direct pipeline energy system in the world, and it's been in operation since 1986.

Rumpke also works to make sustainability common practice throughout company operations by educating employees and implementing practices to conserve water, construction materials and fuel. Today, Rumpke recycles 2.5 million tires annually, using them as drainage layers or separation barriers for landfills. In 2011, the firm opened slow fueling compressed natural gas filling stations and began a pilot program to run garbage trucks on green energy. Today, Rumpke's compressed natural gas fleet has grown to 40 plus vehicles.

Rumpke is also a leader in transparency, community outreach and education. More than 10,000 visitors tour Rumpke sites each year to learn more about proper waste and recycling practices and environmental protection. The firm offers presentations and hosts open houses to teach the public about the components of a complete environmental solution.



**Waste & Recycling Services**

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## **STATEMENT OF QUALIFICATIONS**

### **COMPLIANCE**

Rumpke's Engineering and Environmental Affairs Division oversees landfill regulatory compliance, environmental monitoring, planning and design, and construction management. Rumpke's engineers, environmental scientists and technicians work with consultants to meet or exceed all compliance standards set forth by local, state and federal regulators.

### **STAYING SAFE**

Safety is a top priority at Rumpke. Rumpke and its divisions employ a Corporate Safety Department with members working throughout Rumpke's service regions. The safety team consists of Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA) and Loss Control departments, as well as site safety supervisors. Beyond conducting compliance and safety audits, the team presents continuing education opportunities for all Rumpke employees.

Monthly "tool box talks" highlight seasonal safety issues, and throughout the year specialized courses are developed and implemented. Techniques are learned, practiced, observed and evaluated for continuous improvement.

Rumpke divisions strive to comply with all OSHA, DOT, EPA and other regulatory agencies. Each manager and supervisor is required to attend the OSHA 30-hour voluntary outreach program. Employees attend new hire, annual and in-service safety and health training for the tasks they are assigned to perform.

Safety is a primary component of the Rumpke culture internally as well as externally. The National Waste and Recycling Association recently partnered with the National Institute for Occupational Safety and Health (NIOSH) and the U.S. Department of Health and Human Services (HHS), to develop driver safety communications based on Rumpke's public awareness campaign, "Slow Down To Get Around."

Rumpke initiated the "Slow Down" campaign in 2004, following two accidents in one week in which waste collection drivers were struck by passing motorists. The team developed public service announcements, truck decals and other promotional materials. To date, more than 300 municipalities and firms world-wide have adopted the campaign including Cincinnati, New York and many others.

### **STRONG FOUNDATION PROVIDES BEST SERVICE AND BEST PRACTICE**

The Rumpke family's involvement, a well-trained and qualified staff, and the best technology available combine to ensure a wonderful experience for customers. Rumpke's commitment to providing the best service available at a fair price is an advantage that encourages customers such as Kroger Retail, Distribution & Manufacturing, Procter & Gamble, Duke Energy Corp., Columbus Blue Jackets, Cincinnati Reds, Yum Brands, U.S. Postal Service and Home City Ice to count on Rumpke to manage all of their waste and recycling needs.



## WV Oasis

Transaction Number: 20150603101036

Status: CompletedOk

Amount: \$125.00

Company Name: Rumpke of Ohio, OH

Name: William Rumpke

Address: 10795 Hughes Road

Cincinnati OH 45251

Phone: 5138510122

e-Mail: gina.schueler@rumpke.com

Card Holder: Gina Schueler

Card Type: Visa

Card: xxxxxxxxxxxx8671

\*Your bank statement will show WV Treasury for this transaction

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**RUMPKE OF OHIO INC  
1533 COUNTY ROAD 1A  
HANGING ROCK, OH 45638-8501**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1026-5307**

This certificate is issued on: 06/14/2010

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with W.Va. Code § 11-12.*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.**

**This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.**

**Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.**

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**RUMPKE TRANSPORTATION COMPANY LLC  
1533 COUNTY RD 1A  
HANGING ROCK, OH 45638**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1005-0741**

This certificate is issued on: 06/14/2010

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with W.Va. Code § 11-12.*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

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CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.**

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

**ISSUED TO:  
RUMPKE WASTE INC  
10795 HUGHES RD  
CINCINNATI, OH 45251-4523**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1025-2411**

This certificate is issued on: 08/19/2010

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

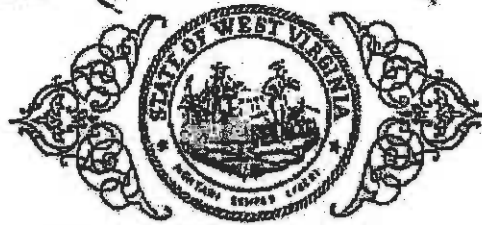
**This certificate is not transferrable and must be displayed at the location for which issued.**

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CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.**

# State of West Virginia



## Certificate

*I, Betty Ireland, Secretary of State of the State of West Virginia, hereby certify that*

**RUMPKE OF OHIO, INC.**

**Control Number: 86648**

a corporation formed under the laws of Ohio

has filed its "Application for Certificate of Authority" to transact business in West Virginia as required by the provisions of the West Virginia Code. I hereby declare the organization to be registered as a foreign corporation from its effective date of July 11, 2006

Therefore, I issue this

### **CERTIFICATE OF AUTHORITY**

to the corporation authorizing it to transact business in West Virginia



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of  
July 11, 2006*

*Betty Ireland*

*Secretary of State*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC. 525 VINE STREET, SUITE 1600 CINCINNATI, OH 45202 Attn: Cincinnati; certrequest@marsh.com	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): E-MAIL: ADDRESS:	FAX (A/C, No.):																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>National Fire &amp; Marine Insurance Co</td> <td>20079</td> </tr> <tr> <td>INSURER B</td> <td>Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C</td> <td>Commerce And Industry Ins Co</td> <td>19410</td> </tr> <tr> <td>INSURER D</td> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	National Fire & Marine Insurance Co	20079	INSURER B	Greenwich Insurance Company	22322	INSURER C	Commerce And Industry Ins Co	19410	INSURER D	XL Specialty Insurance Company	37885	INSURER E	N/A	N/A	INSURER F	
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INSURER D	XL Specialty Insurance Company	37885																				
INSURER E	N/A	N/A																				
INSURER F																						

COVERAGES      CERTIFICATE NUMBER: CLE-004812608-06      REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		42-GLO-100418-02	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 SIR \$ 250,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		RA09437617-03	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		BE010338269	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	RWD9435387-03 RWE9435386-03 (OH) \$500,000 SIR APPLIES TO XS OH	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER F.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
EVIDENCE OF COVERAGE

### CERTIFICATE HOLDER

RUMPK OF OHIO INC.  
10795 HUGHES ROAD  
CINCINNATI, OH 45251

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Manashi Mukherjee *Manashi Mukherjee*



Bureau of Workers' Compensation  
30W. Spring St.  
Columbus, OH 43215 2226

Governor John R. Kasich  
Administrator/CEO Stephen Buchrer  
www.bwc.ohio.gov  
1-800-644-6292

## CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy No. & Employer 20005522  RUMPKE CONSOLIDATED COMPANIES, INC. 10795 HUGHES RD CINCINNATI, OH 45251	Period Specified Below  1st ___ DAY OF July 2015  1st ___ DAY OF July 2016
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Subs

- 20005522-1 RUMPKE OF NORTHERN OHIO, INC.
- 20005522-2 RUMPKE SANITARY LANDFILL, INC.
- 20005522-3 RUMPKE TRANSPORTATION COMPANY, LLC
- 20005522-4 RUMPKE OF OHIO, INC.
- 20005522-5 RUMPKE WASTE, INC.
- 20005522-6 WILLIAM THOMAS GROUP, INC.

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.



Stephen Buchrer  
Administrator/CEO

