

Lusk Disposal

Waste Tire Disposal Management

Pricing Pages

Vendor shall provide the per cubic yard (CY) rate per Storage Site.

Vendor may bid any or all Storage Site locations listed below.

RECEIVED
 121 FEB 22 AM 11:20
 WV FLUIDS DIVISION

Item #	Site Address	Estimated Quantity	Unit of Measure	Unit Cost
1	District 1 Headquarters 1334 Smith Street Charleston, WV 25301	80	CY	No Bid
2	District 2 Headquarters 801 Madison Avenue Huntington, WV 25712	80	CY	No Bid
3	District 2 Mingo County Headquarters #1 Highway Garage Road Williamson, WV 25661	80	CY	No Bid
4	District 3 Headquarters Equipment Shop 626 Depot Street Parkersburg, WV 26101	80	CY	No Bid
5	District 4 Headquarters 2460 Murphy's Run Road Bridgeport, WV 26330	80	CY	No Bid
6	District 5 Headquarters 2120 Northwest Turnpike Burlington, WV 26710	80	CY	No Bid
7	District 5 Berkeley County Headquarters 1867 Rock Cliff Drive Martinsburg, WV 25401	80	CY	No Bid
8	District 6 Equipment Shop 1 DOT Drive Moundsville, WV 26041	80	CY	No Bid
9	District 6 Brooke County Headquarters WV 2, Box 615 Wellsburg, WV 26070	80	CY	No Bid
10	District 7 Lewis County Headquarters 937 US Highway 19 Weston, WV 26452	80	CY	No Bid
11	District 8 Headquarters 1101 North Randolph Avenue Elkins, WV 26241	80	CY	No Bid
12	District 9 Greenbrier County Headquarters Equipment Shop 704 N. Jefferson Street Lewisburg, WV 24901	80	CY	86.25 OR "6500.00" each haul
13	District 10 Headquarters 270 Hardwood Lane Princeton, WV 24740	80	CY	75.00 OR "6,000" each haul

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Lusk Disposal Service Inc.

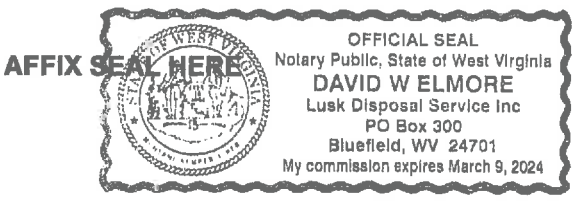
Authorized Signature: [Signature] Date: 2-19-2021

State of West Va

County of Merced, to-wit:

Taken, subscribed, and sworn to before me this 19 day of February, 2021.

My Commission expires March 9, 2024.



NOTARY PUBLIC [Signature]

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2100000089

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 checked="" 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 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.

Luok Disposal Service
Company

[Signature]
Authorized Signature

2-19-2021
Date

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

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- | | |
|--|--|
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Luok Disposal Service
Company

[Signature]
Authorized Signature

2-19-2021
Date

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INFORMATION ATTACHMENT FORM - ATT B

Vendor's Storage Sites
Waste Tire Disposal Management

VENDOR NAME Lusk Disposal Service Inc.

Mandatory - Vendor shall complete this form and return with bid submission.

If a Vendor will be servicing this contract from multiple Locations and ALL pricing is the same, ALL Locations can be listed on one Information Attachment Form and one set of Pricing Pages is acceptable.

If a Vendor will be servicing this contract from multiple Locations, at varying prices, additional, separate Information Attachment Forms and additional Pricing Pages are required.

Vendor's Base Location: 1121 Frontage Rd

Princeton WV 24740

Vendor's Base Location:

Vendor's Base Location:

Vendor's Base Location:

**REQUEST FOR QUOTATION
Waste Tire Disposal Management**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract with qualified Vendors to provide Trailers for the temporary storage of waste tires and tire derived material at District locations throughout the State of West Virginia. Qualified Vendors will also be responsible for the removal of filled Trailers from District locations and the proper handling and disposal of waste tires and tire derived material.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item(s)”** - Contract items are identified in Section 3 of this solicitation.
 - 2.2 “Pricing Pages”** - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate the Solicitation responses.
 - 2.3 “Solicitation”** - The official notice of an opportunity to supply the State with goods or services.
 - 2.4 “WVDOH”** – The West Virginia Division of Highways.
 - 2.5 “WVDEP”** - The West Virginia Department of Environmental Protection.
 - 2.6 “Trailer”** – An enclosed and lockable steel box storage container or trailer.
 - 2.7 “Contractor” or “Vendor”** - refers to 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. Contractor or Vendor used in this solicitation are interchangeable.
 - 2.8 “Standard Specs”** - The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, including any Supplementals.

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3. GENERAL REQUIREMENTS:

- 3.1** The following sections of the Standard Specs shall apply to the administration of this contract: Sections 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110 as amended.

Materials, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Sections 204, 636, 685, 688, and 711, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the Attachment C Standard Specifications Order Form and sent to:

West Virginia Division of Highways
Contract Administration Division
Building 5, Room 840
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Free electronic copies can be obtained via the following internet site:
<https://transportation.wv.gov/highways/contractadmin/specifications/>

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide the WVDOH with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.2.1 Location Sites:** Trailers shall be placed at WVDOH District Headquarter locations throughout all ten Districts to properly manage waste tire disposal as directed by 33CSR5, Title 33, Legislative Rule, Department of Environmental Protection, Division of Waste Management, Series 5, Waste Tire Management Rule. For the purpose of this contract, "tire disposal" shall mean the storage of waste tires and tire derived material (automotive or parts thereof) which have been subject to retrieval/cleanup operations by the WVDEP and/or the WVDOH due to illegal or improper storage or disposal.

- 3.2.1.1** The WVDOH District Engineer or designee will identify the specific location at their District Headquarters where the Vendor will place their Trailer.

- 3.2.2 Trailer Requirements:** Trailers must minimally measure 40' x 8' x 8' with swing or roller type doors and be capable of holding at least 80 cubic yards of stacked tires (equivalent to approximately 1100 passenger car tires). Trailers must be in good condition and proper working order.

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- 3.2.2.1** Vendor shall furnish heavy-duty locks for each Trailer and provide the WVDOH and the WVDEP with three (3) keys each. Locks must be keyed alike.
 - 3.2.2.2** The WVDOH and the WVDEP are not responsible for the cleaning of Trailers or for any water damage that may occur as a result of stored waste tires that were acquired from bodies of water or muddy/waterlogged conditions
 - 3.2.2.3** The WVDOH and the WVDEP intend to hand-load the Trailers in order to maximize capacity and assure that waste tires are placed in an orderly manner.
- 3.2.3 Trailer Exchange:** Each WVDOH District location shall issue a Delivery Order to the Vendor on a quarterly basis to request the exchange of a Trailer.
- 3.2.3.1** Prior to the end of a quarterly period, if the WVDOH District Engineer or designee finds that a Trailer is not at or near a capacity that dictates an exchange, the WVDOH District Engineer or designee shall communicate this to the Vendor accordingly.
 - 3.2.3.2** It may be necessary for a Trailer exchange to occur prior to the end of a quarterly period. If it is found by the WVDOH District Engineer or designee that a Trailer is at or near capacity prior to the end of a quarterly period, a Delivery Order will be issued and Vendor shall exchange the Trailer accordingly.
- 3.2.4 Security:** All Trailers will remain locked, except during times of loading/unloading. Only the WVDOH, the WVDEP and their authorized contractors will have keys to the Trailers. The general public will not have access to the Trailers nor will the Trailers be available to any party other than the WVDOH, the WVDEP, and their authorized contractors
- 3.2.4.1** The WVDOH and the WVDEP assume no responsibility for any property damage or vandalism to a Trailer that occurs while at a WVDOH location. Every effort will be made to place Trailers in a secure area.
 - 3.2.4.2** Trailers will not be parked within fifty (50) feet of any structure.

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. Vendors will be awarded a Contract for those locations in which their bid is the lowest per cubic yard rate.

4.1.1 Pricing Pages and Information Attachment Form: Vendors should submit their bid by providing their price, per District Headquarters, on the Pricing Pages (ATT A) and the information requested on the Information Attachment Form (ATT B).

4.1.1.1 Pricing Pages (ATT A): Vendor should complete ATT A by providing a per cubic yard rate per Trailer, per location. Vendors may bid any or all locations.

ATT A contains a list of the locations requiring the availability of one Trailer at each location. The estimated purchase volume for each Trailer's location represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor shall not add to or modify any column headers, estimated quantities, or units of measure on ATT A. Any changes will result in disqualification of the Vendor's bid.

Vendor should type or electronically enter the information into ATT A to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of ATT A for bid purposes by sending an email request to the following address:

John.W.Estep@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online. **Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS.**

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5.2 Delivery Order: WVDOH Headquarter locations will initiate a Delivery Order to identify their location of need. The Delivery Order will be generated by a WVDOH District Engineer or designee and should be completed on a WV-39 Blanket Release Order. The order should detail location information for placement of the Trailer at a WVDOH Headquarters location. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.

5.3 Record-Keeping: The WVDOH and the WVDEP shall be responsible for generating and maintaining a record of the number of waste tires contained in a Trailer as well as the sources where they were acquired from. This information shall be recorded on a log sheet and posted inside of each Trailer. The data shall be updated by an agency representative each time waste tires are loaded into a Trailer.

Each WVDOH location shall provide the WVDEP and the Vendor with a copy of a completed log sheet prior to the exchange of a loaded Trailer. The original will be kept in a permanent file at each WVDOH Headquarters location for use in billing purposes. The vendor shall be responsible for submitting a quarterly report to WVDEP at the following address.:

WVDEP, Solid Waste Management
Environmental Restoration Section
601 57th Street, SE
Charleston, WV 25304

This report shall include, at minimum, the following information:

- Name, address, telephone number, and certification motor carrier identification number of the Vendor (waste tire hauler).
- The number of waste tires hauled from each WVDOH location
- The name, address and telephone number of the waste tire mono-fill, storage cell, waste tire processing facility, or other approved facility where the waste tires will be transported by the Vendor (whether inside or outside of the State of West Virginia).

5.3 Invoicing: It is the WVDOH's responsibility to use the log sheets to properly account for tires for billing purposes.

The vendor shall submit a monthly invoice to the WVDOH at the following address:

REQUEST FOR QUOTATION
Waste Tire Disposal Management

WV Division of Highways
Finance & Administration Division
Building 5, Room A-220
1900 Kanawha Boulevard, E
Charleston, WV 25305

The WVDOH will bill the WVDEP for its share of each invoice. The WVDEP will reimburse, by IGT, the WVDOH for its share of the cost.

- 5.4 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card (P-Card) program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's P-Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office (www.wvsao.gov). The Vendor may visit the WV State Auditor's website for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

6. PROJECT ACCEPTANCE, DELIVERY, AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders according to the established acceptable delivery date agreed upon in the Delivery Order. If the vendor is unable to furnish material in accordance with the established delivery schedule, the WVDOH District Engineer or designee shall be advised in writing within five (5) working days of the reason for failure to conform to the delivery requirements.
- 6.2 Trailer Exchange:** Once a trailer has reached capacity, in accordance with Section 3.2.3 of these specifications, the Vendor must have the Trailer removed and replaced with an empty Trailer within five (5) working days of receiving a Delivery Order.
- 6.3 Late Delivery:** Any Agency placing an order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining ordered items from the next low bi Vendor or proceed with an Emergency Purchase from the open market.
- 6.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's specified location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not

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permitted to charge the Agency separately for such delivery.

- 6.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in their original delivered condition. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more delivery orders issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

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8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to this Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this contract.
- 8.4 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. In the event the Contract Manager or any of the Vendor's contact information, email, addresses or phone numbers change, the Vendor shall update the WVDOH in writing and update wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: David Elmore
Telephone Number: 304 4259338
Fax Number: 304 4876318
Email Address: david.elmore@luskdisposal service.com