



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

Request for Quotation

RFQ NUMBER
 DEP13751

PAGE
 1

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

VENDOR

*217094428 304-869-3773
 CUSTOM BUILDERS & GENERAL CONT
 RR 1 BOX 247A

ST MARYS WV 26170

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/22/2006				

BID OPENING DATE: 10/10/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				ADDENDUM ISSUED TO DISTRIBUTE PRE-BID SIGN-IN SHEET FROM MANDATORY MEETING HELD 09/18/06 FOR THE TIRE/DUMP CLEAN-UP CONTRACT.		
				INCLUDED AND ATTACHED TO THIS ADDENDUM ARE THE COMMENTS AND CLARIFICATIONS RESULTING FROM THE MEETING AND THE REVISED 'VENDOR QUALIFICATION SHEET'.		
				BID DATE AND OPENING TIME REMAIN 10/10/06 AT 1:30 PM.		
				***** NO OTHER CHANGES *****		
0001	1	EA		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Douglas A. Jingle</i>	TELEPHONE 304-869-3773	DATE 10-11-06
TITLE <i>President</i>	FAX 55-0778625	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



002

west virginia department of environmental protection

Administrative Services
601 57th Street S.E.
Charleston, WV 25304
304-926-0499; Fax 304-926-0452

Joe Manchin III, Governor
Stephanie R. Timmermeyer, Cabinet Secretary
www.wvdep.org

MEMORANDUM

To: Chuck Bowman, Senior Buyer

From: Nancy Baire, Administrative Services Manager

Date: September 18, 2006

Subject: DEP13751

We are sending you the pre-bid sign-in sheets and addendum for this requisition. If you have any questions, please let me know. I can be reached at 926-0499 X1668.

1. Pcard acceptance – “should” but not “must”.
2. Change Article 4, B to read “project cost from \$2501 to \$25,000”.
3. Q. How will ties be handled?
A. They will be rotated through all that are qualified.
4. On the “Vendor Qualification Sheet”, delete Mineral County once and add Wyoming County.
5. Q. Can you send somebody else from the same company that is not on the “sign-in” sheet?
A. Yes. They have to be from the same company and the company had to show up at the mandatory pre-bid.
6. If a small job is located and a contractor is onsite in immediate area he will be given first opportunity to complete the Job because he will not have any mobilization.



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

Request for Quotation

RFQ NUMBER
 DEP13751

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*217094428 304 869-3773
 Custom Builders & General Cont Inc.
 RR1 Box 247A
 ST. Marys WV 26170

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2006				

BID OPENING DATE: 10/10/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S REAP (REHABILITATION ENVIRONMENTAL ACTION PLAN) & PPOD (POLLUTION PREVENTION OPEN DUMP) PROGRAMS, ARE SOLICITING VENDOR QUALIFICATIONS AND MOBILIZATION COSTS TO ESTABLISH A CONTRACT FOR QUALIFIED VENDORS TO PROVIDE FOR THE REMEDIATION OF ILLEGAL DUMPS AND/OR TIRE PILES AND FOR THE TRUCKING/TRANSPORTAION OF THE SOLID WASTE AND/OR TIRES TO AN APPROVED DISPOSAL FACILITY. VENDORS WILL BE PRE-QUALIFIED FOR EACH COUNTY IN THE STATE.</p> <p>A MANDATORY PRE-QUALIFICATION CONFERENCE WILL BE HELD AT WVDEP HEADQUARTERS LOCATED AT 601 57TH STREET SE, CHARLESTON, WV, ON MONDAY, SEPTEMBER 18, 2006 AT 11:00 AM. ATTENDANCE AT THIS MEETING IS MANDATORY. ONLY THE PROSPECTIVE VENDORS REPRESENTED AT THE CONFERENCE AND IDENTIFIED ON THE SIGN-IN SHEET WILL BE ELIGIBLE FOR QUALIFICATION UNDER THIS CONTRACT. ALL APPLICATIONS RECEIVED BY INDIVIDUALS NOT PRESENT AT THIS CONFERENCE WILL BE REJECTED.</p> <p>THE SCOPE OF WORK, BID REQUIREMENTS, SPECIFICATIONS, TERMS & CONDITIONS, THE VENDOR QUALIFICATION SHEET, AND THE PROCEDURES FOR THE SECONDARY BID PROCESS AND AWARD ARE INCLUDED IN THE ATTACHED.</p> <p>PLEASE PAY CLOSE ATTENTION TO THE REQUIREMENTS FOR SUBMISSION IN THIS PRE-QUALIFICATION BID PROCESS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Douglas G. Smith</i>	TELEPHONE 304-869-3773	DATE 10-11-06
TITLE President	FEIN 65-0778625	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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

Request for Quotation

RFQ NUMBER
DEP13751

PAGE
2

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

* 2170 94428 304-869-3773
 Custom Builders & General Cont, Inc
 RR 1 Box 247A
 ST Marys WV 26170

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2006				

BID OPENING DATE: 10/10/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Douglas A. Singh</i>	TELEPHONE 304-869-3773	DATE 10-11-06
TITLE President	FEIN 55-0778625	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
DEP13751

PAGE
3

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 * 217094428 304-869-3773
 Custom Builders & General Cont., Inc.
 RR 2 Box 247A
 St. Marys WV 26170

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2006				

BID OPENING DATE: 10/10/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Douglas G. Jingle</i>	TELEPHONE 304-869-3773	DATE 10-11-06
---------------------------------------	---------------------------	------------------

TITLE President	FEIN 65-8778626	ADDRESS CHANGES TO BE NOTED ABOVE
--------------------	--------------------	-----------------------------------

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
DEP13751

PAGE
4

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

* 217094428 304-869-3773
 Custom Builders & General Cont. Inc.
 RR 1 Box 247A
 ST. Marys WV 26170

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF WASTE MANAGEMENT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/06/2006				

BID OPENING DATE: 10/10/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	----------	-------------	------------	--------

RFQ. NO.: DEP13751

BID OPENING DATE: 10/10/2006

BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304-869-3773

CONTACT PERSON (PLEASE PRINT CLEARLY):

Douglas G. Tingle

***** THIS IS THE END OF RFQ DEP13751 ***** TOTAL: _____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Douglas G. Tingle	304-869-3773	10-11-06
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0778625	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 005	Req. or P.O. No: DEP13751
		Spending Unit:		
Vendor:				

PLEASE SEE ATTACHED SPECIFICATIONS & GENERAL CONDITIONS:

Life of Contract: This contract becomes effective on _____ and extends for a period of one (1) year or until such "reasonable time" thereafter that it is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time", the vendor may terminate the contract for any reason upon giving the Director of Purchasing thirty (30) days written notice. Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

Renewal: This contract may be renewed upon the mutual written consent of the spending unit and the vendor when submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) successive one (1) year periods.

Cancellation: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if commodities and/or services supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.

Open Market Clause: The Director of Purchasing may authorize a spending unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes, including but not limited to, delays in transportation or an unanticipated increase in the volume of work.

Quantities: Quantities listed in the requisition are approximations only based on estimates supplied by the spending unit. It is understood and agreed that the contract shall cover the quantities for delivery during the term of the contract, whether more or less than the quantities shown.

Insurance: Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of the contract unless otherwise specified in the bid documents. The minimum amount of insurance coverage required is \$250,000.

Workers Compensation: Vendor is required to provide a certificate from Workers Compensation if successful.

Applicable law: The West Virginia State Code, Purchasing Division rules and regulations, Purchasing Division policy statements and the information provided in the "request for quotation" issued by the Purchasing Division are the sole authorities governing this procurement. Any information provided in specification manuals or any other source, verbal or written, which contradicts or alters the information provided from the source as described in the above paragraph is void and of no effect.

Bankruptcy: In the event the vendor/vendors files for bankruptcy protection, this contract is automatically null and void and is terminated without further order.

Terms and Conditions: Terms and conditions contained in this contract shall supercede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including medium such as cd-rom.

Purchasing Card Acceptance: The State of West Virginia currently utilizes a Visa purchasing card program that is issued through a local bank. The successful vendor must accept the State of West Virginia purchasing card for payment of all orders placed by any state agency that are less than \$2,500 as a condition of award.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 006	Req. or P.O. No: DEP13751
		Spending Unit:		
Vendor:				

taxes, permits, fees, insurance liability, compensations and any other items necessary The vendor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations and any other items necessary to render the State free and harmless from all claims arising from services performed under this contract.

Damages beyond what is directed and approved by the Project Manager to accomplish the objective hereunder will be the total responsibility of the vendor and the vendor shall indemnify the DEP from any such damages.

Rights of Entry The State shall be responsible for obtaining all needed rights of entry for each project.

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

Environmental, local, state, federal Laws In accomplishment of services to fulfill the requirements of the scope of work defined in the pre-bid conference and project cost as submitted, neither the vendor nor his sub vendor(s) shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, federal environmental and occupational health and safety regulations

CONTACT PERSON:

Greg Rote, PPOD Project Manager
 WV Department of Environmental Protection
 Rehabilitation Environmental Action Plan (REAP)
 Pollution Prevention Open Dump Program
 601 57th Street SE
 Charleston, WV 25304
 Phone: (304) 926-0499, ext. 1270.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: _____	Page	Req. or P.O. No:
		CB-23 _____	007	DEP13751
Vendor:		Spending Unit:		

SCOPE OF WORK

Work will consist of cleaning up illegal open solid waste dumps. Cleaning up illegal garbage dumps may include a number of specific duties. The vendor may be required to perform a large range of duties. These duties shall consist of, but not be limited to, the following:

- removing waste with manual labor from extremely steep terrain
- removing tire piles from extremely steep terrain
- trucking waste to nearest permitted landfill
- working equipment on steep terrain
- working close to paved highways
- winching large items such as cars and appliances up steep terrain
- creating temporary roads to better access dump sites
- drainage work will be required from time to time
- revegetation of disturbed areas

All solid waste within the prescribed boundaries will be removed from the site and hauled directly to either an approved landfill facility or a licensed salvage yard. Once any solid waste has been placed on trucks at the site, it will not be dumped or stored at any location other than its final destination at the landfill or salvage yard. The vendor will recycle all metals and appliances removed from the site unless otherwise directed. The vendor will be responsible only for removing solid waste not previously buried. No earth will be removed prior to approval of the project manager. Only vegetation which directly affects the project will be removed.

Article 1- Statement of Work

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

Article 2- Location of Work

Work will be located in all counties in West Virginia. Only vendors qualified for the county will perform work in the selected county. Qualified vendors will be determined in accordance with the procedures outlined in articles 8 and 9 of this purchase requisition.

Article 3- Definitions

- A. The words Owner, The State and DEP are used herein to refer to the WV Department of Environmental Protection, Division of Land Restoration.
- B. The word Offeror refers to the person or company offering to furnish the services called for in this request for quotations.
- C. The word Contract is used to refer to the agreement or purchase order requested by the State and accepted by the vendor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The words Vendor and Contractor refer to the person or company contracting with the State to furnish the services called for by the contract.
- E. The words Service or Work are used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies and facilities called for in this contract.
- F. The words Program Manager or Project Manager are used to mean the Program Manager or Project Manager of the DEP's Division of Land Restoration's Pollution Prevention Open Dump Program and shall be considered to be the State's authorized representative.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 078	Req. or P.O. No: DEP13751
		Spending Unit:		
Vendor:				

Article 4-Ordering Procedure

Qualified vendors will be required to submit lump sum bid to complete the project in accordance with the following:

- A. Small projects with a project cost up to \$2,500 will be awarded as follows; the vendor with the lowest minimum mobilization rate for the project county will be asked to submit a bid for the cost. If the bid is acceptable to the DEP Project Manager the qualified vendor will be issued a written notice to proceed. If the bid is not acceptable to the DEP Project Manager or if the vendor cannot complete the work in the required time frame the next qualified vendor will be ask to submit a bid.
- B. Projects with a project cost from \$2,501 to \$10,000 will be awarded as follows; all qualified vendors for the project county will be required to attend a mandatory onsite pre-bid conference, where the scope of the work will be defined, and a bid submittal date and location will be set. Vendors must submit their lump sum sealed bid to complete the project on or before the time and date set at the pre-bid conference. Sealed bids will be opened by the assigned project manager at the location, date and time set forth in the pre-bid conference. The project will be awarded to the qualified vendor that submits the lowest lump sum bid to complete the project and a purchase order will be issued. If for any reason the vendor cannot perform the work in the time frame set forth at the pre-bid conference the project will be awarded the next lowest bidder.

Article 5- Delivery

- A. The vendor shall complete the specified restoration work in accordance with scope of work defined in the pre-bid conference. The vendor shall submit an invoice to the Project Manager upon completion of each project.
- B. Final inspection of each project by the Project Manager or other authorized representative will be conducted as soon as possible after notification by the vendor of an anticipated time of completion, not less than twelve (12) hours in advance of the project being completed.
- C. Acceptance criteria will be based on all work being completed as required by the scope of work defined in the pre-bid conference and project cost submitted. In addition, where revegetation is specified, a hearty stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.
- D. Demobilization- The vendor will, at the completion of the project, remove all equipment from the project site as directed by the Project Manager. Demobilization will be considered complete once the site is vacated, cleared of debris and equipment and inspected and released by the Project Manager.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: _____	Page	Req. or P.O. No:
		CB-23	07 9	DEP13751
Vendor:		Spending Unit:		

Article 6- Ability to Perform

All equipment is to be in good mechanical condition with capacities designed to safely meet the conditions and the nature of the contract.

Article 7- Cost and Payments

- A. Payment to the vendor will be made for the lump sum amount upon completion of the entire project. In no circumstance will cost overruns be the responsibility of the DEP unless arrangements are made in advance due to a specific order by the DEP.
- B. The vendor shall invoice the State upon completion of the work specified in the purchase order after final inspection has been performed by the Project Manager. All invoices must be originals and bear an invoice date, purchase order number, project name, county in which the project is located and total cost. All invoices must be signed as approved by the vendor and the Project Manager. The tonnage of solid waste removed and the tonnage recycled from each project shall be properly documented and forwarded to the Project Manager.

Article 8- Submittal for qualification

For qualification:

- A. Vendor must submit a completed vendor qualification sheet (See Page 10) with the counties marked in which they wish to work and with the minimum mobilization cost for each county clearly provided.
- B. Vendor must provide proof of commercial liability insurance.
- C. Vendor must provide certificate from Workers Compensation.
- D. Vendor must provide a list of equipment and personnel available to perform work, and number of employees.
- E. Vendor must submit a plan describing how they will complete the items described in the scope of work.

Article 9- Qualification process

A committee comprised of the project managers will review the information submitted by the vendors, this committee will evaluate the information submitted by the vendors to determine if they are qualified. Vendors that fail to meet the qualifications will be given written notice of their deficiencies and 15 days to appeal the committee's decision. Vendors that meet the requirements for qualification will be put on the qualified vendors list for the counties they have selected to work.

Article 11- Disqualification

Vendors that fail to respond to three (3) pre-bid conference notices or have performance problems completing projects may be disqualified. The vendor will be sent an approved change order to the contract and written notice of their disqualification. The vendor will be given fifteen (15) days to respond to the disqualification notice. Failure to respond to this notice and/or failure to resolve the issues leading to disqualification will result in immediate disqualification

A F F I D A V I T

011

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Custom Builders & General Cont Inc #217094428

Authorized Signature: Douglas G. Jingle Date: 10-11-06



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

Request for Quotation

RFQ NUMBER
DEP13751

PAGE
1

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

VENDOR

***217094428 304-869-3773**
CUSTOM BUILDERS & GENERAL CONT
RR 1 BOX 247A

ST MARYS WV 26170

SHIP TO

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF WASTE MANAGEMENT
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

DATE PRINTED 10/02/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **10/12/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 2*****</p> <p>ADDENDUM ISSUED TO CLARIFY THE INTENT OF THE COLUMN ON THE VENDOR QUALIFICATION SHEET TITLED 'MINIMUM MOBILIZATION COST'. THE WV DEP WILL UTILIZE THE BID AMOUNT SHOWN IN THIS COLUMN AS FOLLOWS:</p> <p>....THE MINIMUM MOBILIZATION COST FOR EACH BIDDER WILL BE EVALUATED AND USED FOR AWARDED THE SMALL, LESS THAN \$2,500.00 JOBS. VENDORS WITH THE LOWEST MOBILIZATION COST IN THE PROJECT COUNTY WILL BE GIVEN FIRST OPPORTUNITY TO COMPLETE THE SMALL JOBS, IF THERE IS A TIE FOR MINIMUM MOBILIZATION IN A COUNTY, PROJECTS WILL BE ROTATED AMONG THE TIED VENDORS. ON THE BID SUBMITTAL SHEET FOR VENDOR QUALIFICATION, EACH COUNTY'S MOBILIZATION COST STANDS ALONE. TOTALING OF THE COUNTY COSTS IS NOT NECESSARY.</p> <p>ON BIDS FOR ACTUAL PROJECTS, MOBILIZATION COSTS WILL BE INCLUDED IN THE BID TO COMPLETE THE PROJECT.</p> <p>BID DATE AND OPENING TIME HAVE BEEN EXTENDED FROM 10/10/2006 AT 1:30 PM TO 10/12/2006 AT 1:30 PM.</p> <p>*****NO OTHER CHANGES*****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Douglas L. Ingle</i>	TELEPHONE 304-869-3773	DATE 10-11-06
TITLE <i>President</i>	FAX 55-0778625	
ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

Equipment - ^{own} Pick up Truck, EZ Damp Trailer 6'x10' 10,000 GVW
(Option to Buy or Rent or lease other Equipment As needed.)

Personnel - 2 employees, will hire more As needed

work - I will perform All pick up of tires, Trash. And Recycle materials As instructed, to be disposed to specified landfills or other.

Loose materials shall be bagged, Tires Counted.

weight receipts will be Returned with Invoices, for proofs of Tonnage And Tire Count

Large Areas of Clean up. shall be Reclaimed As necessary.

WV-36a	STATE OF WEST VIRGINIA	Buyer: CB-23	Page 7	Req. or P.O. No: DEP13751
	PURCHASING CONTINUATION SHEET	Spending Unit:		
Vendor:	*217094428 304-869-3773 Custom Builders & General Contracting Inc. RR1 Box 247A ST. Marys WV 26170			

Vendor Qualification Sheet

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

County	Requesting Qualification	Minimum Mobilization Cost	County	Requesting Qualification	Minimum Mobilization Cost
Barbour			Mercer		
Berkeley			Mineral		
Boone			Mineral		
Braxton			Mingo		
Brooke			Monongalia		
Cabell			Monroe		
Calhoun			Morgan		
Clay			Nicholas		
Doddridge	✓	0.00	Ohio		
Fayette			Pendleton		
Gilmer	✓	150.00	Pleasants	✓	0.00
Grant			Pocahontas		
Greenbrier			Preston		
Hampshire			Putnam		
Hancock			Raleigh		
Hardy			Randolph		
Harrison			Ritchie	✓	0.00
Jackson			Roane		
Jefferson			Summers		
Kanawha			Taylor		
Lewis			Tucker		
Lincoln			Tyler	✓	0.00
Logan			Upshur		
Marion			Wayne		
Marshall			Webster		
Mason			Wetzel	✓	100.00
McDowell			Wirt		
			Wood		



4700 MacCorkle Ave., S.E. Charleston, West Virginia 25304

PRODUCER:

BrickStreet Mutual Insurance Company
4700 MacCorkle Ave., S.E.
Charleston, WV 25304

CERTIFICATE HOLDER:

CUSTOM BUILDERS & GENERAL CONTRACTING INC
RR 1 BOX 247 A
SAINT MARYS, WEST VIRGINIA, 26170

INSURED:

CUSTOM BUILDERS & GENERAL CONTRACTING INC
RR 1 BOX 247 A
SAINT MARYS, WEST VIRGINIA, 26170

CERTIFICATE OF INSURANCE

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancelation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

POLICY NUMBER: WC10031999-02**DATE CERTIFICATE ISSUED: 10/10/2006****POLICY EFFECTIVE DATE: 07/01/2006****POLICY EXPIRATION DATE: 01/01/2007**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

LIMITS / COVERAGE

[X] WORKERS COMPENSATION - STATUTORY LIMITS**[X] EMPLOYERS LIABILITY LIMITS:**

BODILY INJURY BY ACCIDENT:	\$ 100,000.00	EACH ACCIDENT
BODILY INJURY BY DISEASE:	\$ 500,000.00	POLICY LIMIT
BODILY INJURY BY DISEASE:	\$ 100,000.00	EACH EMPLOYEE

**[] WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -
COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)**

**[] FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT -
COVERAGE FOR WV CODE 23-46-1 - FEDERAL BLACK LUNG COVERAGE**

SPECIAL PROVISIONS IF ANY:



Western Heritage
COMMERCIAL INSURANCE APPLICATION
APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

10/11/2006

AGENCY Pleasants County Insurance Agency, Inc 904 Second Street Saint Marys WV 26170-		CARRIER DVUA	NAIC CODE:	UNDERWRITER Debbie Smith	UNDERWRITER OFF.
PHONE (A/C, No, Ext): (304) 684-7688 FAX (A/C, No): (304) 684-9487 E-MAIL ADDRESS: fennis@frontiernet.net CODE: SUB CODE:		POLICIES OR PROGRAM REQUESTED GL		POLICY NUMBER	
AGENCY CUSTOMER ID:		INDICATE SECTIONS ATTACHED		EQUIPMENT FLOATER	
		PROPERTY		INSTALLATION/BUILDERS RISK	
		GLASS AND SIGN		ELECTRONIC DATA PROC	
		ACCOUNTS RECEIVABLE/ VALUABLE PAPERS		COMMERCIAL GENERAL LIABILITY	
		CRIME/MISCELLANEOUS CRIME		BUSINESS AUTO	
		TRANSPORTATION/ MOTOR TRUCK CARGO		TRUCKERS/MOTOR CARRIER	
				GARAGE AND DEALERS	
				VEHICLE SCHEDULE	
				BOILER & MACHINERY	
				WORKERS COMPENSATION	
				UMBRELLA	

STATUS OF TRANSACTION			PACKAGE POLICY INFORMATION				
<input type="checkbox"/> QUOTE	<input type="checkbox"/> ISSUE POLICY	<input type="checkbox"/> RENEW	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.				
<input checked="" type="checkbox"/> BOUND (Give Date and/or Attach Copy):			PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
CHANGE	DATE	TIME			DIRECT BILL		
	10/11/2006	04:00	10/11/2006	10/11/2007	<input checked="" type="checkbox"/> AGENCY BILL		

APPLICANT INFORMATION		NAME (First Named Insured & Other Named Insureds) Custom Builders, Inc		FEIN OR SOC SEC # (of First Named Insured): 233986703		MAILING ADDRESS INCL ZIP+4 (of First Named Insured) Route 1 Box 247-A St. Marys WV 26170-	
E-MAIL ADDRESS(ES):		PHONE (A/C, No, Ext): (304) 869-3773		WEBSITE ADDRESS(ES):			
<input checked="" type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> SUBCHAPTER "S" CORPORATION	<input type="checkbox"/> LLC	CR BUREAU NAME	ID NUMBER	DATE BUS STARTED	
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> NOT FOR PROFIT ORG	NO. OF MEMBERS AND MANAGERS			/ /	
INSPECTION CONTACT insured				ACCOUNTING RECORDS CONTACT insured			
PHONE (A/C, No, Ext): () -		E-MAIL ADDRESS:		PHONE (A/C, No, Ext): () -		E-MAIL ADDRESS:	

PREMISES INFORMATION											
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4			CITY LIMITS		INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	PART OCCUPIED
001	001	Rock Run Road Ellenboro WV - Ritchie County			<input checked="" type="checkbox"/> INSIDE	<input checked="" type="checkbox"/> OUTSIDE	<input checked="" type="checkbox"/> OWNER <input type="checkbox"/> TENANT	1910	0	50,000	100%
					<input type="checkbox"/> INSIDE	<input type="checkbox"/> OUTSIDE	<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S) cleans up rural roadside dumpsites and takes the trash to the landfill for the state.

GENERAL INFORMATION							
EXPLAIN ALL "YES" RESPONSES		YES	NO	EXPLAIN ALL "YES" RESPONSES		YES	NO
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?			<input checked="" type="checkbox"/>	7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?			<input checked="" type="checkbox"/>
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?			<input checked="" type="checkbox"/>	8. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).			
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?			<input checked="" type="checkbox"/>	9. ANY UNCORRECTED FIRE CODE VIOLATIONS?			<input checked="" type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?			<input checked="" type="checkbox"/>	10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5 YEARS?			<input checked="" type="checkbox"/>
4. ANY CATASTROPHE EXPOSURE?			<input checked="" type="checkbox"/>	11. HAS BUSINESS BEEN PLACED IN A TRUST? IF YES, NAME OF TRUST:			<input checked="" type="checkbox"/>
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?			<input checked="" type="checkbox"/>				
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? (Not applicable in MO)			<input checked="" type="checkbox"/>				
REMARKS/PROCESSING INSTRUCTIONS (Attach additional sheets if more space is required)							

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied)

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND CERTIFIES THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE CERTIFIES THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

APPLICANT'S SIGNATURE 	DATE 10/11/06	PRODUCER'S SIGNATURE 	NATIONAL PRODUCER NUMBER
---------------------------	------------------	--------------------------	--------------------------



COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY)
10/11/2006

AGENCY Pleasants County Insurance Agency, I 904 Second Street Saint Marys WV 26170-	PHONE (A/C, No, Ext): (304) 684-7688 FAX (A/C, No): (304) 684-9487	APPLICANT (First Named Insured) <i>Custom Builders, Inc</i>	EFFECTIVE DATE 10/11/2006	EXPIRATION DATE 10/11/2007	DIRECT BILL <input checked="" type="checkbox"/> AGENCY BILL	PAYMENT PLAN	AUDIT
CODE:	SUB CODE:	FOR COMPANY USE ONLY					
AGENCY CUSTOMER ID:							

COVERAGES		LIMITS		
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GENERAL AGGREGATE	\$ 300,000	PREMIUMS
<input type="checkbox"/> CLAIMS MADE	<input checked="" type="checkbox"/> OCCURRENCE	PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$ 300,000	PREMISES/OPERATIONS
<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE		PERSONAL & ADVERTISING INJURY	\$ 300,000	
		EACH OCCURRENCE	\$ 300,000	
DEDUCTIBLES		DAMAGE TO RENTED PREMISES (each occurrence)	\$ 50,000	PRODUCTS
<input type="checkbox"/> PROPERTY DAMAGE	\$	MEDICAL EXPENSE (Any one person)	\$ 5,000	
<input type="checkbox"/> BODILY INJURY	\$	EMPLOYEE BENEFITS	\$	
				OTHER
OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)				TOTAL

LOCATION #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
						PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
001	Garbage, ash or refuse collecting	95233	P 31,800						

RATING AND PREMIUM BASIS (S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

CLAIMS MADE (Explain all "Yes" responses)		EMPLOYEE BENEFITS LIABILITY	
1. PROPOSED RETROACTIVE DATE: / /		1. DEDUCTIBLE PER CLAIM: \$	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COV: / /		2. NUMBER OF EMPLOYEES:	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?	YES NO	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:	
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?		4. RETROACTIVE DATE: / /	
REMARKS		REMARKS	

PURCHASE REQUISITION

Req. No. DEP13751	Req. Date 8-22-06	Buyer CB-23	PURCHASING DIVISION'S USE ONLY	
WMS Account # See Bottom of Page 1			Instructions: _____	
Agency / Invoice To: REAP/PPOD 601 57 TH STREET, S.E. CHARLESTON, WV 25304		TEAM Code _____	_____	
Agency / Ship To: REAP/PPOD 601 57 TH STREET, S.E. CHARLESTON, WV 25304		TEAM Code _____	_____	
This Section Only For: Releases, Direct Purchases, Emergency Purchases & Agreements				
Vendor Name & Address: _____				
WFIMS Vendor # 217094428	TEAM Vendor #	Bid Opening Date	Bid Opening Time	
IBPO #	Terms	F.O.B.	Advertising Dates	
Commodity Code: _____				

Item No.	Quantity	Description	Unit Price	Amount
		Open Ended <i>Type of Purchase</i>		
		<p>Contract to qualify vendors for the remediation of illegal dumps and/or tire piles and the trucking of the solid waste and/or tires to an approved disposal facility. Vendors will be qualified for each county in the state</p> <p>Please see attached specifications</p> <p>A pre-qualification conference will be held at WVDEP Headquarters located at 601 57th Street SE, Charleston, WV on ????, 2006 at 11:00 a.m. Attendance at this meeting is mandatory. Only the prospective vendors represented at this conference and identified on the sign-in sheet will be eligible for qualification under this contract. All applications received by individuals not present at this conference will be rejected.</p> <p>ACCOUNTING: PPOD 3332-2006-0313-099-830 (9362), (9363), (9364), (9367)</p>		

Authorized Signature: Douglas L. Ingle
 Title: President
 Telephone: 304-869-3773

Total Estimated Value of this Requisition: _____
 Suggested Vendors:
 1. _____
 2. _____
 3. _____

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 2	Req. or P.O. No: DEP13751
Vendor:		Spending Unit:		

PLEASE SEE ATTACHED SPECIFICATIONS & GENERAL CONDITIONS:

Life of Contract: This contract becomes effective on _____ and extends for a period of one (1) year or until such "reasonable time" thereafter that it is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time", the vendor may terminate the contract for any reason upon giving the Director of Purchasing thirty (30) days written notice. Unless specific provisions are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

Renewal: This contract may be renewed upon the mutual written consent of the spending unit and the vendor when submitted to the Director of Purchasing thirty (30) days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) successive one (1) year periods.

Cancellation: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if commodities and/or services supplied are of an inferior quality or do not conform with the specifications of the bid and contract herein.

Open Market Clause: The Director of Purchasing may authorize a spending unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes, including but not limited to, delays in transportation or an unanticipated increase in the volume of work.

Quantities: Quantities listed in the requisition are approximations only based on estimates supplied by the spending unit. It is understood and agreed that the contract shall cover the quantities for delivery during the term of the contract, whether more or less than the quantities shown.

Insurance: Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of the contract unless otherwise specified in the bid documents. The minimum amount of insurance coverage required is \$250,000.

Workers Compensation: Vendor is required to provide a certificate from Workers Compensation if successful.

Applicable law: The West Virginia State Code, Purchasing Division rules and regulations, Purchasing Division policy statements and the information provided in the "request for quotation" issued by the Purchasing Division are the sole authorities governing this procurement. Any information provided in specification manuals or any other source, verbal or written, which contradicts or alters the information provided from the source as described in the above paragraph is void and of no effect.

Bankruptcy: In the event the vendor/vendors files for bankruptcy protection, this contract is automatically null and void and is terminated without further order.

Terms and Conditions: Terms and conditions contained in this contract shall supercede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including medium such as cd-rom.

Purchasing Card Acceptance: The State of West Virginia currently utilizes a Visa purchasing card program that is issued through a local bank. The successful vendor must accept the State of West Virginia purchasing card for payment of all orders placed by any state agency that are less than \$2,500 as a condition of award.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page: 3	Req. or P.O. No: DEP13751
		Spending Unit:		
Vendor:				

taxes, permits, fees, insurance liability, compensations and any other items necessary The vendor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations and any other items necessary to render the State free and harmless from all claims arising from services performed under this contract.

Damages beyond what is directed and approved by the Project Manager to accomplish the objective hereunder will be the total responsibility of the vendor and the vendor shall indemnify the DEP from any such damages.

Rights of Entry The State shall be responsible for obtaining all needed rights of entry for each project.

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

Environmental, local, state, federal Laws In accomplishment of services to fulfill the requirements of the scope of work defined in the pre-bid conference and project cost as submitted, neither the vendor nor his sub vendor(s) shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, federal environmental and occupational health and safety regulations

CONTACT PERSON:

Greg Rote, PPOD Project Manager
 WV Department of Environmental Protection
 Rehabilitation Environmental Action Plan (REAP)
 Pollution Prevention Open Dump Program
 601 57th Street SE
 Charleston, WV 25304
 Phone: (304) 926-0499, ext. 1270.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P.O. No:
		CB-23	4	DEP13751
Vendor:		Spending Unit:		

SCOPE OF WORK

Work will consist of cleaning up illegal open solid waste dumps. Cleaning up illegal garbage dumps may include a number of specific duties. The vendor may be required to perform a large range of duties. These duties shall consist of, but not be limited to, the following:

- removing waste with manual labor from extremely steep terrain
- removing tire piles from extremely steep terrain
- trucking waste to nearest permitted landfill
- working equipment on steep terrain
- working close to paved highways
- winching large items such as cars and appliances up steep terrain
- creating temporary roads to better access dump sites
- drainage work will be required from time to time
- revegetation of disturbed areas

All solid waste within the prescribed boundaries will be removed from the site and hauled directly to either an approved landfill facility or a licensed salvage yard. Once any solid waste has been placed on trucks at the site, it will not be dumped or stored at any location other than its final destination at the landfill or salvage yard. The vendor will recycle all metals and appliances removed from the site unless otherwise directed. The vendor will be responsible only for removing solid waste not previously buried. No earth will be removed prior to approval of the project manager. Only vegetation which directly affects the project will be removed.

Article 1- Statement of Work

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

Article 2- Location of Work

Work will be located in all counties in West Virginia. Only vendors qualified for the county will perform work in the selected county. Qualified vendors will be determined in accordance with the procedures outlined in articles 8 and 9 of this purchase requisition.

Article 3- Definitions

- A. The words Owner, The State and DEP are used herein to refer to the WV Department of Environmental Protection, Division of Land Restoration.
- B. The word Offeror refers to the person or company offering to furnish the services called for in this request for quotations.
- C. The word Contract is used to refer to the agreement or purchase order requested by the State and accepted by the vendor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The words Vendor and Contractor refer to the person or company contracting with the State to furnish the services called for by the contract.
- E. The words Service or Work are used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies and facilities called for in this contract.
- F. The words Program Manager or Project Manager are used to mean the Program Manager or Project Manager of the DEP's Division of Land Restoration's Pollution Prevention Open Dump Program and shall be considered to be the State's authorized representative.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 5	Req. or P.O. No: DEP13751
		Vendor:		

Article 4-Ordering Procedure

Qualified vendors will be required to submit lump sum bid to complete the project in accordance with the following:

- A. Small projects with a project cost up to \$2,500 will be awarded as follows; the vendor with the lowest minimum mobilization rate for the project county will be asked to submit a bid for the cost. If the bid is acceptable to the DEP Project Manager the qualified vendor will be issued a written notice to proceed. If the bid is not acceptable to the DEP Project Manager or if the vendor cannot complete the work in the required time frame the next qualified vendor will be ask to submit a bid.
Ties on mobilization will Rotate Contractors in Counties 25.00
- B. Projects with a project cost from \$2,501 to ~~\$10,000~~ will be awarded as follows; all qualified vendors for the project county will be required to attend a mandatory onsite pre-bid conference, where the scope of the work will be defined, and a bid submittal date and location will be set. Vendors must submit their lump sum sealed bid to complete the project on or before the time and date set at the pre-bid conference. Sealed bids will be opened by the assigned project manager at the location, date and time set forth in the pre-bid conference. The project will be awarded to the qualified vendor that submits the lowest lump sum bid to complete the project and a purchase order will be issued. If for any reason the vendor cannot perform the work in the time frame set forth at the pre-bid conference the project will be awarded the next lowest bidder.

Article 5- Delivery

- A. The vendor shall complete the specified restoration work in accordance with scope of work defined in the pre-bid conference. The vendor shall submit an invoice to the Project Manager upon completion of each project.
- B. Final inspection of each project by the Project Manager or other authorized representative will be conducted as soon as possible after notification by the vendor of an anticipated time of completion, not less than twelve (12) hours in advance of the project being completed.
- C. Acceptance criteria will be based on all work being completed as required by the scope of work defined in the pre-bid conference and project cost submitted. In addition, where revegetation is specified, a hearty stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.
- D. Demobilization- The vendor will, at the completion of the project, remove all equipment from the project site as directed by the Project Manager. Demobilization will be considered complete once the site is vacated, cleared of debris and equipment and inspected and released by the Project Manager.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 6	Req. or P.O. No: DEP13751
		Spending Unit:		
Vendor:				

Article 6- Ability to Perform

All equipment is to be in good mechanical condition with capacities designed to safely meet the conditions and the nature of the contract.

Article 7- Cost and Payments

- A. Payment to the vendor will be made for the lump sum amount upon completion of the entire project. In no circumstance will cost overruns be the responsibility of the DEP unless arrangements are made in advance due to a specific order by the DEP.
- B. The vendor shall invoice the State upon completion of the work specified in the purchase order after final inspection has been performed by the Project Manager. All invoices must be originals and bear an invoice date, purchase order number, project name, county in which the project is located and total cost. All invoices must be signed as approved by the vendor and the Project Manager. The tonnage of solid waste removed and the tonnage recycled from each project shall be properly documented and forwarded to the Project Manager.

Article 8- Submittal for qualification

For qualification:

- A. Vendor must submit a completed vendor qualification sheet (See Page 7) with the counties marked in which they wish to work and with the minimum mobilization cost for each county clearly provided.
- B. Vendor must provide proof of commercial liability insurance.
- C. Vendor must provide certificate from Workers Compensation.
- D. Vendor must provide a list of equipment and personnel available to perform work, and number of employees.
- E. Vendor must submit a plan describing how they will complete the items described in the scope of work.

Article 9- Qualification process

A committee comprised of the project managers will review the information submitted by the vendors, this committee will evaluate the information submitted by the vendors to determine if they are qualified. Vendors that fail to meet the qualifications will be given written notice of their deficiencies and 15 days to appeal the committee's decision. Vendors that meet the requirements for qualification will be put on the qualified vendors list for the counties they have selected to work.

Article 11- Disqualification

Vendors that fail to respond to three (3) pre-bid conference notices or have performance problems completing projects may be disqualified. The vendor will be sent an approved change order to the contract and written notice of their disqualification. The vendor will be given fifteen (15) days to respond to the disqualification notice. Failure to respond to this notice and/or failure to resolve the issues leading to disqualification will result in immediate disqualification