



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
668C0011

PAGE
1

ADDRESS: CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN
304-558-2402

VENDOR

*709005844 02 215-784-4243
 ASPLUNDH TREE EXPERT CO HGWY
 708 BLAIR MILL ROAD
 WILLOW GROVE PA 19090

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/01/2007				

BID OPENING DATE: **11/20/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		988-88		
<p>CONTRACT: TREE TRIMMING WITH THE HIGH REACH TRIMMER</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE THE LABOR, EQUIPMENT AND MATERIALS REQUIRED FOR TREE AND BRUSH TRIMMING FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS ALL TEN DISTRICTS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ 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 may be deemed null and void, and 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



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2

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*709005844 02 215-784-4243
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<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE 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 ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

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PAGE
4

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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> SIGNATURE ASPLUNDH TREE EXPERT CO. COMPANY 11/16/07 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-</p>						

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5

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<p>TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD- QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDO WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input type="checkbox"/> BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST</p>						

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PAGE
6

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				<p>75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>ASPLUNDH TREE EXPERT Co.</i></p>		

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PAGE
7

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

RODNEY

*709005844 02 215-784-4243
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<p>DATE: 11/16/07</p> <p>SIGNED: <i>Tom Phayer</i></p> <p>TITLE: Vice President</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 668C0011</p>						

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8

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BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				215-784-1366		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				THOMAS A. J. MAYER		
***** THIS IS THE END OF RFQ 668C0011 ***** TOTAL:						_____

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1. **SPECIFICATIONS**

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specification Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications shall apply to the administration of this Contract: 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 109.20.

2. **DESCRIPTION**

Work to be done consists of trimming the sides and tops of trees overhanging the right-of-way along the roadside and/or shoulder.

3. **LOCATION**

Power trimming of trees as required along road rights-of-way and as directed by West Virginia Division of Highways.

4. **CONTRACTOR RESPONSIBILITIES**

Work shall be done in accordance with recognized and approved current methods with emphasis on tree health and symmetry. All work shall be done with minimum damage to trees and brush that are intended to remain.

5. **CLEANUP OF DEBRIS**

All disposals shall be done in accordance with state, federal and local environmental and waste disposal laws and regulations.

6. **EQUIPMENT**

Only equipment designed for performance of the work described herein will be acceptable for operation. The contractor shall ensure that the equipment used is in good repair and operating condition at all times and meets all safety requirements as established for this type of work. All cuts shall be smooth saw cuts.

The Equipment and Personnel used to perform the work shall conform to meet the standard as required by OSHA 29 C.F.R. Parts 1910.269 and 1910.333 Job skills required by OSHA 1910.269 are listed in annex B of ANSI-Z133.1 – 1994.

- High Reach Trimmer or equivalent must be capable of a minimum reach of 75 feet.

- **Boom must be telescoping, non-conductive fiberglass and must be able to rotate 360 degrees on turntable.**
- **Single 24 inch diameter saw blade is mounted on the end of boom and is driven hydraulically @ 3200 rpm.**
- **Undercarriage is powered by a 97 HP engine and is hydrostatically driven on (4) rubber all terrain tires.**
- **Undercarriage is articulated to allow for easy and tight maneuvering.**
- **Machine must be equipped with 20,000 lb winch and 8 foot hydraulically controlled push blade.**
- **Machine must be able to operate without the use of outriggers.**

No equipment shall be operated that damages the pavement and may only cause nominal rutting to turf areas.

The West Virginia Division of Highways shall perform all maintenance of traffic.

7. POWER TRIMMING

The trimming of trees shall be accomplished as directed by Division of Highways personnel and within the West Virginia Division of Highways Rights-of-Way.

8. ORAL COMMITMENT

Potential bidders should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential proposers and any state agency, or Division of Highways personnel are not binding on the State of West Virginia.

9. INDEPENDENT PRICE DETERMINATION

A bid will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder or with any competitor.

10. PRICE QUOTATIONS

The price quoted in the purchase requisition will not be subject to any increase and will be firm for the term of the contract.

11. CONFLICT OF INTEREST

The vendor shall covenant that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The vendor further covenants that in the performance of the contract, the vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Division of Highways.

12. PROHIBITION AGAINST GRATUITIES

The vendor shall warrant that it has not employed any company or person other than bona fide employees working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract; and that it has not paid or agreed to pay for any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to cancel this contract without liability or, at its discretion, to pursue any other remedies available under this contract or by law.

13. GOVERNING LAWS

The vendor must agree to abide by the laws of the State of West Virginia. The vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State and local Government regulations.

14. COMPLIANCE WITH LAW AND REGULATIONS

The vendor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the United States, the State of West Virginia, and political subdivision (local) in which work under this contract is performed.

15. VENDOR RELATIONSHIP

The relationship of the vendor to the State will be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created.

The vendor shall be responsible for selecting, supervising and compensating individuals employed pursuant to the terms of the contract agreement. Neither the vendor nor any employees or contractors of the vendor shall be deemed to be employees of the Division of Highways for any purposes whatsoever, and neither the vendor nor any employees or contractors of the vendor shall be eligible to participate in any benefit program provided by the Division of Highways for its employees. The vendor shall be exclusively responsible for the payment to their employees and contractors of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc; and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

16. SUBCONTRACTORS

The vendor is solely responsible for all work performed under the contract. Vendor is required to assume prime contractor responsibility for all services offered and products to be delivered. The Division of Highways will consider the vendor to be the sole point of contact with regard to all contractual matters.

The vendor may, with the prior written consent, enter into written subcontracts for performance of work under this contract. The vendor is responsible for payment to the subcontractor. The vendor is also responsible for any penalties that might be assessed against any subcontractor for nonperformance.

17. INSURANCE

The vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The successful vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents or employees in the following amounts:

1. For bodily injury (including death): \$500,000 per person up to one million dollars per occurrence.
2. For property damage: Up to 250,000 dollars per occurrence.

Proof of insurance must be provided by the vendor prior to the award.

18. BONDS

A Bid Bond in the amount of \$5,000 is required with the proposal.

A Performance Bond is required prior to issuance of a contract. The Performance Bond shall be in the amount of \$250,000.

The bond may be in the form of a policy or certificate issued by a surety company recognized as doing business in the State of West Virginia. The bond must be submitted on a form available from the Purchasing Division.

The Performance Bond is forfeited to the State if the vendor defaults in the performance of the contract agreement after issuance.

19. MEASUREMENT AND PAYMENT

Payment shall be per hour of actual trimming for Item 1 including debris cleanup based on a 40 hour work week (Monday-Friday) including initial mobilization into a district and for site mobilization (site mobilization is the act of moving from worksite to worksite).

Payment shall be per hour of actual trimming for Item 2 including initial mobilization into a district and for site mobilization.

The amount of work scheduled and paid for shall be a minimum of 40 hours per week. Any hours over 40 in a work week (Monday-Friday) must be agreed to by the WVDOH and the contractor and will be paid at 1 and 1/2 times the hourly rate. Normal equipment maintenance (fueling, lubrication, blade changes, etc.) will be paid at the hourly rate. This must be performed during normal working hours. The WVDOH will not pay for force majeure events such as equipment breakdowns, weather, etc.

20. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by State DOT agency for orders as a condition of award.

WORKERS' COMPENSATION

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

21. BID SCHEDULE**District One – Boone, Clay, Kanawha, Mason, and Putnam counties**

Item 1 High Reach Trimmer (minimum reach of 75 feet) including debris cleanup

\$ 768.00 per hour

Item 2 High Reach Trimmer (minimum reach of 75 feet) not including debris cleanup

\$ 267.00 per hour

21. BID SCHEDULE (Con't)**District Two – Cabell, Lincoln, Logan, Mingo and Wayne counties****Item 1 High Reach Trimmer (minimum reach of 75 feet) including debris cleanup****\$ 768.00 per hour****Item 2 High Reach Trimmer (minimum reach of 75 feet) not including debris cleanup****\$ 267.00 per hour**

21. BID SCHEDULE (Con't)

District Three – Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties

Item 1 High Reach Trimmer (minimum reach of 75 feet) including debris cleanup

\$ 768.00 per hour

Item 2 High Reach Trimmer (minimum reach of 75 feet) not including debris cleanup

\$ 267.00 per hour

21. BID SCHEDULE (Con't)

District Four – Doddridge, Harrison, Marion, Monongalia, Preston and Taylor Counties

Item 1 High Reach Trimmer (minimum reach of 75 feet) including debris cleanup

\$ 768.00 per hour

Item 2 High Reach Trimmer (minimum reach of 75 feet) not including debris cleanup

\$ 267.00 per hour

21. BID SCHEDULE (Con't)

District Five – Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan Counties

Item 1 High Reach Trimmer (minimum reach of 75 feet) including debris cleanup

\$ 768.00 per hour

Item 2 High Reach Trimmer (minimum reach of 75 feet) not including debris cleanup

\$ 267.00 per hour

21. BID SCHEDULE (Con't)**District Six – Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel Counties****Item 1 High Reach Trimmer (minimum reach of 75 feet) including debris cleanup****\$ 768.00 per hour****Item 2 High Reach Trimmer (minimum reach of 75 feet) not including debris cleanup****\$ 267.00 per hour**

21. BID SCHEDULE (Con't)**District Seven – Barbour, Braxton, Gilmer, Lewis, Upshur and Webster Counties****Item 1 High Reach Trimmer (minimum reach of 75 feet) including debris cleanup****\$ 768.00 per hour****Item 2 High Reach Trimmer (minimum reach of 75 feet) not including debris cleanup****\$ 267.00 per hour**

21. BID SCHEDULE (Con't)**District Eight – Pendleton, Pocahontas, Randolph and Tucker Counties****Item 1 High Reach Trimmer (minimum reach of 75 feet) including debris cleanup****\$ 768.00 per hour****Item 2 High Reach Trimmer (minimum reach of 75 feet) not including debris cleanup****\$ 267.00 per hour**

21. BID SCHEDULE (Con't)**District Nine – Fayette, Greenbrier, Monroe, Nicholas and Summers Counties****Item 1 High Reach Trimmer (minimum reach of 75 feet) including debris cleanup****\$ 768.00 per hour****Item 2 High Reach Trimmer (minimum reach of 75 feet) not including debris cleanup****\$ 267.00 per hour**

21. BID SCHEDULE (Con't)**District Ten – McDowell, Mercer, Raleigh and Wyoming Counties****Item 1 High Reach Trimmer (minimum reach of 75 feet) including debris cleanup****\$ 768.00 per hour****Item 2 High Reach Trimmer (minimum reach of 75 feet) not including debris cleanup****\$ 267.00 per hour**

DISTRICT ADDRESSES

District One
1334 Smith Street
Charleston, West Virginia 25301-1492

District Six
1 DOT Drive
Moundsville, West Virginia 26041-1605

District Two
801 Madison Avenue
Huntington, West Virginia 25712-0880

District Seven
255 Depot Street
Weston, West Virginia 26452-1228

District Three
624 Depot Street
Parkersburg, West Virginia 26102-0308

District Eight
US 219 North
Elkins, West Virginia 26241-1516

District Four
I-79 & Meadowbrook Road
Clarksburg, West Virginia 26302-2570

District Nine
103 1/2 Church Street
Lewisburg, West Virginia 24901

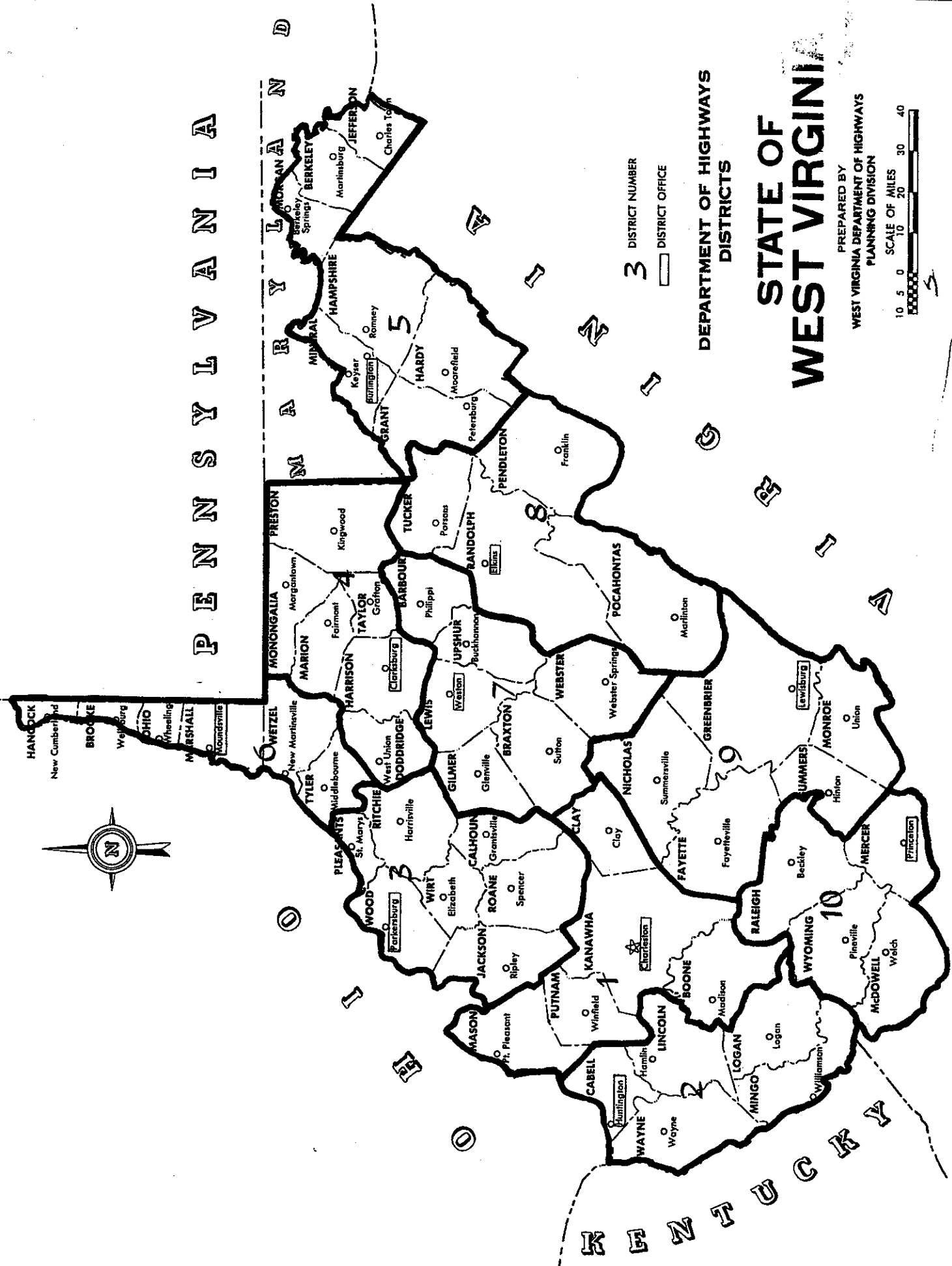
District Five
US Route 50
Post Office Box 99
Burlington, West Virginia 26710-0099

District Ten
270 Hardwood Lane
Princeton, West Virginia 24740-2737

P E N N S Y L V A N I A

M A R Y L A N D

K E N T U C K Y



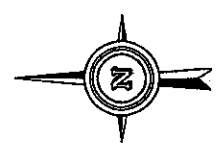
3 DISTRICT NUMBER
 — DISTRICT OFFICE

DEPARTMENT OF HIGHWAYS
 DISTRICTS

STATE OF
 WEST VIRGINIA

PREPARED BY
 WEST VIRGINIA DEPARTMENT OF HIGHWAYS
 PLANNING DIVISION

SCALE OF MILES
 0 10 20 30 40



RFQ No. 668C0011

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit 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: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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: _____

Authorized Signature: _____ Date: _____

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No Trav 06168

KNOW ALL MEN BY THESE PRESENTS,

That we, Asplundh Tree Expert Co.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

State of West Virigina
Division of Highways
2019 Washington Street East
Charleston, WV 25305

as Principal, hereinafter called the Principal, and

as Obligee, hereinafter called the Obligee, in the sum of Five thousand 00/100 ----- Dollars (\$ 5,000), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Hourly Equipment Bid

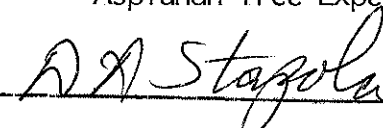
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of November, 2007

Asplundh Tree Expert Co.



(Witness)

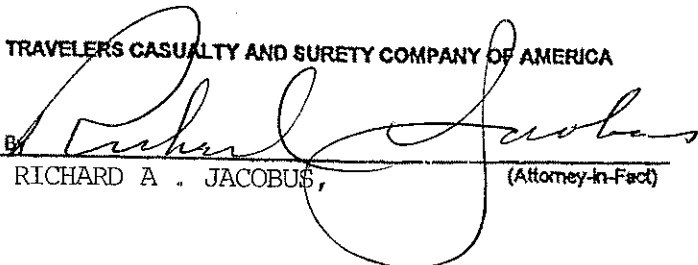


Dennis A. Stapola Asst. Secretary
(Principal) (Seal)

(Title)



SANDRA E. BRONSON
(Witness)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA


BY RICHARD A. JACOBUS,
(Attorney-in-Fact)

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.



POWER OF ATTORNEY

TRAV 06168

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218520

Certificate No 001730680

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company and St Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota. that Farmington Casualty Company Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland. that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa and that Fidelity and Guaranty Insurance Underwriters Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the 'Companies'), and that the Companies do hereby make constitute and appoint

Darella White, Richard G. Dicciani, Richard A. Jacobus, Mary C. O'Leary, Douglas R. Wheeler, Maureen McNeill, and Wayne G. McVaugh

of the City of Philadelphia State of Pennsylvania their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above to sign, execute seal and acknowledge any and all bonds recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed this 9th day of July 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By: George W. Thompson Senior Vice President

On this the 9th day of July 2007, before me personally appeared George W. Thompson who acknowledged himself to be the Senior Vice President of Farmington Casualty Company Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc Seaboard Surety Company, St Paul Fire and Marine Insurance Company. St. Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company, and that he as such being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011



Marie C. Tetreault
Marie C Tetreault Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc Seaboard Surety Company St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman the President, any Vice Chairman any Executive Vice President, any Senior Vice President any Vice President any Second Vice President, the Treasurer any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURIHER RESOLVED, that the Chairman, the President, any Vice Chairman any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURIHER RESOLVED, that any bond recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman any Executive Vice President any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURIHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President any Senior Vice President any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of November 2007


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31 2006

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 114,080,791	UNEARNED PREMIUMS	\$ 724,600,436
BONDS	2,912,711,671	LOSSES	872,911,753
STOCK	14,865,186	LOSS ADJUSTMENT EXPENSES	128,785,154
INVESTMENT INCOME DUE AND ACCRUED	34,978,331	COMMISSIONS	28,073,026
PREMIUM BALANCES	166,167,208	TAXES, LICENSES AND FEES	21,233,762
REINSURANCE RECOVERABLE	3,954,977	OTHER EXPENSES	30,823,925
NET DEFERRED TAX ASSET	42,796,290	DIVIDENDS	7,080,280
CEDED DEPOSIT ASSET	6,134,622	CURRENT FEDERAL AND FOREIGN INCOME TAXES	36,726,832
STATE SURCHARGES RECEIVABLE	149,430	CEDED REINSURANCE NET PREMIUMS PAYABLE	(4,981,682)
OTHER ASSETS	(4,414,060)	FUNDS HELD UNDER REINSURANCE TREATIES	99,054,332
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	39,095,839
		REMITTANCES AND ITEMS NOT ALLOCATED	60,285,233
		PROVISION FOR REINSURANCE	5,627,014
		PAYABLE TO PARENT, SUBSIDIARIES & AFFILIATES	86,256,776
		PAYABLE FOR SECURITIES	4,975,100
		RETROACTIVE REINSURANCE RESERVE ASSUMED	20,845,771
		OTHER ACCRUED EXPENSES AND LIABILITIES	119,334
		TOTAL LIABILITIES	\$ 2,163,513,785
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	818,603,349
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,127,900,751
TOTAL ASSETS	\$ 3,291,414,536	TOTAL LIABILITIES & SURPLUS	\$ 3,291,414,536

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD)ss.
 CITY OF HARTFORD)

LAWRENCE A. SIUTA BEING DULY SWORN SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS OF TRAVELERS CASUALTY SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2006

L A Siuta

CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS

Anna P Nowik

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 29TH DAY OF MARCH, 2007



Anna P. Nowik Notary Public
 My Commission Expires June 30 2011

OVERHANGING BRUSH A PROBLEM?

ASPLUNDH HI-RAIL HIGH REACH TRIMMER OFFERS:

- CUTTING HEIGHTS TO 75-FEET!
- HIGH PRODUCTION & COST EFFECTIVE.
- SOLVES: OVERHANG, SIGNAL CLEARANCE, & ENCROACHMENT PROBLEMS.

Capable of Working On-Track



Capable of Working Off-Track



**CALL THE ASPLUNDH RAILROAD DIVISION TOLL-FREE
AT 1-800-248-8733, EXT. 4233 FOR MORE DETAILS.**