



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
DEP14180

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

ENVIROPROBE
 INTEGRATED SOLUTIONS, INC.
 630 Cross Lanes Drive
 Nitro WV 25143

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/05/2007				

BID OPENING DATE: **09/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		988-36		
<p>GROUND MAINTENANCE</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, IS SOLICITING BIDS TO PROVIDE FOR LANDFILL MOWING AND ROAD SPRAYING AT 29 FACILITIES MANAGED WITHIN THE LANDFILL CLOSURE ASSISTANCE PROGRAM (LCAP) IN WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, AND TERMS & CONDITIONS.</p> <p>A QUESTION AND ANSWER PERIOD HAS BEEN EXTENDED UNTIL 12:00 NOON ON MONDAY, SEPT. 17, 2007, INSTRUCTIONS ON HOW TO SUBMIT QUESTIONS ARE CONTAINED IN THE SPECIFICATIONS AS ATTACHED UNDER "VENDOR INQUIRIES".</p> <p>ALL VENDORS ARE RESPONSIBLE FOR REVIEWING THE GENERAL CONDITIONS AND ADHERING TO THE CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES AS DESCRIBED HEREIN.</p> <p>EXHIBIT 3</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Rodrigue Moore* TELEPHONE: **(304) 776-6717** DATE: **09/24/07**

TITLE: *President* FEIN: **75-3209892** 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
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VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 AUTOMATICALLY 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 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</p>						

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ENVIROPROBE
 INTEGRATED SOLUTIONS, INC.
 630 Cross Lanes Drive
 Nitro WV 25143

ENVIRONMENTAL PROTECTION
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION 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 VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() 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 checked="" 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;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Rodney E. Mone* TELEPHONE: *304-776-6717* DATE: *09/24/07*

TITLE: *President* FEIN: *75-3209892* ADDRESS CHANGES TO BE NOTED ABOVE

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ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
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PRODUCT

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/05/2007				

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WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR 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.

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.

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.

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

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION IN WRITING IMMEDIATELY.						
				BIDDER:	<i>EnviroProbe INTEGRATED SOLUTIONS, Inc</i>	
				DATE:	<i>09/24/07</i>	
				SIGNED:	<i>Robert E. Moore</i>	
				TITLE:	<i>PRESIDENT</i>	
* 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)						
AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
SEALED BID						
BUYER:				CB-23		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE	<i>Robert E. Moore</i>			TELEPHONE	<i>204-776-6717</i>	DATE
TITLE	<i>President</i>	FEIN	<i>75-3209892</i>	ADDRESS CHANGES TO BE NOTED ABOVE		

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				DEP14180		
				BID OPENING DATE:		09/27/2007
				BID OPENING TIME:		1:30 PM
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- (304) 776-6769 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ROD MOORE -----						
***** THIS IS THE END OF RFQ DEP14180 ***** TOTAL:						\$586,785.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Rod Moore** TELEPHONE **(304) 776-6717** DATE **09/24/07**
 TITLE **PURCHASING** FEIN **75-3209842** ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTES

DEP14180

**WEST VIRGINIA DEPARTMENT
of
ENVIRONMENTAL PROTECTION**

OFFICE OF ENVIRONMENTAL REMEDIATION

Landfill Closure Assistance Program

Landfill Mowing

Purchase Requisition #DEP14180
Landfill Mowing

To provide landfill mowing, weed-eating and road spraying at 29 facilities managed within the Landfill Closure Assistance Program (LCAP) in West Virginia. Please see attached specifications.

Definitions:

Cap Area - the area of the landfill that contains waste also referred to as the fill area.

Mowing - the cutting of grass, brush and all other vegetative material using a "brush hog", belly mower, side bar cutter, weed-eater or other equipment approved by the project manager.

Road Spraying - the application of an herbicide to all areas where vehicles regularly travel, and covered with stone a width of at least 10 feet or where stone is present.

Vendor Inquiries:

In lieu of a mandatory pre-bid meeting, a question and answer period has been established. Vendor questions submitted in written format via email, fax, or US Postal Service will be accepted by West Virginia Purchasing Division Senior Buyer, Chuck Bowman until 12:00 noon on Monday, September 17, 2007. All submitted questions will be answered in an official addendum issued by the Purchasing Division. All submitted questions must clearly identify the RFQ number, the vendor's company name, the person submitting the question, and contain a phone/fax number should contact with the vendor be required prior to issuance of the addendum.

Please send all questions to Chuck Bowman at cbowman@wvadmin.gov or fax to 304.558.4115. Questions mailed via the US Post Office may be sent to Chuck Bowman's attention at the address located on the front of this RFQ. **Questions received after 12:00 noon on 09/17/07 WILL NOT BE CONSIDERED.**

General Conditions:

Work shall consist of mowing or weed eating all vegetation from the landfill "Cap Area", clearing any brush along and within the diversion ditches around the cap area, inside tank area, 5 foot along all access roads and roadways or paths leading to monitoring wells, 3 foot wide walk path along the outside of fencing, and within a 15 foot radius around all wells. The acreage estimates noted in the attachments include **all** roads, fences, and cap areas as described above. All vegetation on the caps, on diversion berms, in erosion gullies, on sediment pond banks, and in dry pond beds must be mowed either by mower or weed eater, and if need be, by chainsaw. Ponds containing water must be mowed to the waterline. Vegetation **in** the water of settling ponds may be left alone; however, low lying areas that may be wet from rain, etc. must be mowed by weed eating if impassable by a mower or tractor. Of the ditches in Region I, 15% of them contain brush, in Region II it is 50%, and in Region III 25%. This brush is to be disposed of on the property by composting or chipping. The grass shall be mowed to the lowest height possible so as not to cause damage to the mowing equipment or the ground surface.

All access roads and roadways leading to monitoring wells and areas inside the tank enclosures (fences) shall be sprayed with Ortho Round Up or equivalent herbicide to kill all vegetation. All

gravel roads or pathways that are weeded over are required to be sprayed. Spraying shall be used at the manufacturers suggested rates. Any garbage in or around the area to be mowed that is the size of a pop can or larger shall be picked up and disposed of properly. All fencing, gates and gas vents at the landfill will be inspected and the project manager notified of any damages so that repairs can be made in a timely manner.

The contractor shall provide equipment suitable to the WV DEP for performing the work. Any modifications shall be requested in writing and shall be approved or disapproved in writing by the WV DEP LCAP Program Manager.

The contractor shall be responsible for locking the facilities while no one is present. The contractor shall be provided a key to the commonly keyed locks installed by WV DEP.

Work shall be performed on an as needed basis as determined by WV DEP project managers. It is the intent that all work be completed by October 31, 2007, or later if weather prevails. Vendors may mow any day of the week provided the DEP Project Manager is given notice a few days prior to doing so.

Maintaining access: the WV DEP will be responsible for maintaining reasonable access to all areas necessary for completion of the contract. The contractor will report excessive deterioration to landfill caps and access roads and other damages if encountered, to allow for repair to be scheduled and completed in a timely manner.

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

The Contractor shall maintain insurance as follows and be responsible for:

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$250,000.00 for bodily injury and property damage for each occurrence and not less than \$250,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

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

The vendor / subcontractors shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as Established for various counties pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage Act. For prevailing wage rates please refer to:
<http://www.wvsos.org/adlaw/wagerates/building07.htm>

Certified payrolls **are required** and may be obtained under the Freedom of Information Act.

Should a landfill be located within city limits, the vendor is responsible for any and all permits and must pay applicable B&O taxes.

Method of measurement: mowing shall be measured plan view as a "per acre" unit cost as per attachment "A" including all labor, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP. The unit cost per acre measurement shall be per event. The unit price shall include all labor equipment, materials, transportation and incidentals to complete the contract. Landfill maps are included in this RFQ for vendor convenience.

Method of payment: invoices may be submitted upon completion of each site or a combination of two or more sites. Invoices must be submitted to the regional office listed below. Vendors will be paid for the number of acres noted on the bid sheet only.

Region One

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
2031 Pleasant Valley Road
Fairmont, WV 26554
Attn: Paul Benedum
Phone: (304) 368-3950

Region Two

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
717 Main Street, Suite 200
Summersville, WV 26651
Attn: Mark Church
Phone: (304) 872-3800

Region Three

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
717 Main Street, Suite 200
Summersville, WV 26651
Attn: Clyde Bennett
Phone: (304) 872-3800

BID SHEET
#DEP14180

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Landfill Mowing Region One

<u>Item No.</u>	<u>Description</u>		<u>Unit Price</u>	<u>Amount</u>
0001	Mowing & weed-eating (\$/Ac)	174 AC	\$ <u>750.⁰⁰</u> / acre	\$ <u>130,500.⁰⁰</u>
0002	Road spraying (\$/LF)	35,300 LF	\$ <u>2.25</u> / LF	\$ <u>79,425.⁰⁰</u>

Total Project Cost = \$ 209,925.⁰⁰

ENVIROPROBE

Company Name INTEGRATED SOLUTIONS, INC.
630 Cross Lanes Drive
Nitro WV 25143

Name (printed) _____ Title _____

Address: Roderic E. Moore, President

Signature Roderic E. Moore Date 09/24/07

BID SHEET
#DEP14180
Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Landfill Mowing Region Two

<u>Item No.</u>	<u>Description</u>		<u>Unit Price</u>	<u>Amount</u>
0001	Mowing & weed-eating (\$/Ac)	168 AC	\$ <u>750.⁰⁰</u> / acre	\$ <u>126,000.⁰⁰</u>
0002	Road spraying (\$/LF)	28,560 LF	\$ <u>2.25</u> / LF	\$ <u>64,260.⁰⁰</u>

Total Project Cost = \$ 190,260.⁰⁰

Company Name _____ **ENVIROPROBE** _____
INTEGRATED SOLUTIONS, INC.
630 Cross Lanes Drive
Address: _____ Nitro WV 25143 _____

Name (printed) Roderic E. Moore Title PRESIDENT

Signature Roderic Moore Date 09/24/07

**BID SHEET
#DEP14180**

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Landfill Mowing Region Three

<u>Item No.</u>	<u>Description</u>		<u>Unit Price</u>	<u>Amount</u>
0001	Mowing & weed-eating (\$/Ac)	160 AC	\$ <u>750.⁰⁰</u> / acre	\$ <u>120,000.⁰⁰</u>
0002	Road spraying (\$/LF)	29,600 LF	\$ <u>2.25</u> / LF	\$ <u>66,600.⁰⁰</u>

Total Project Cost = \$ 186,600.⁰⁰

Company Name _____ **ENVIROPROBE** _____
INTEGRATED SOLUTIONS, INC.
630 Cross Lanes Drive
Address: _____ **Nitro WV 25143** _____

Name (printed) Roderic E. Moore Title PRESIDENT
Signature Roderic E. Moore Date 9/24/07

Attachment A

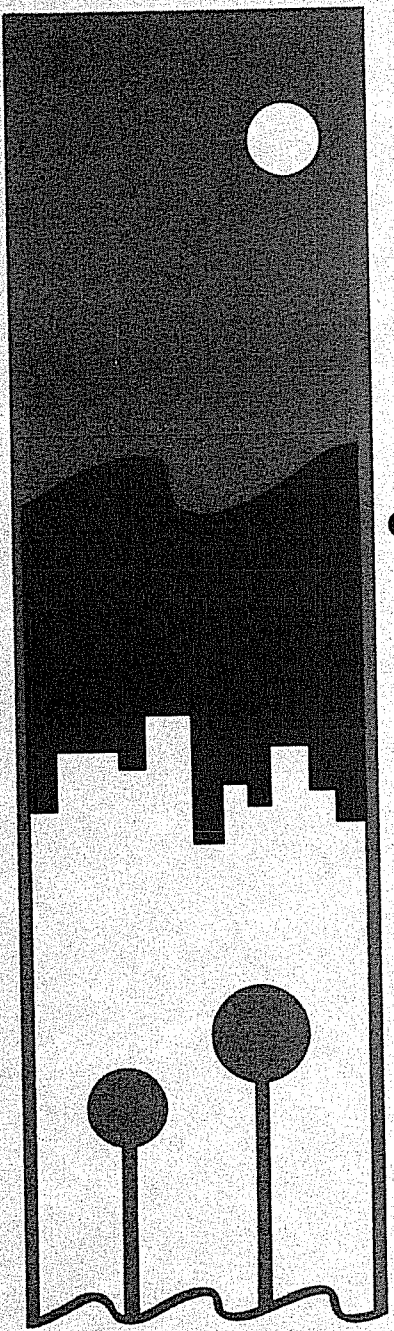
Listed below are the LCAP facilities and approximate areas to be mowed and sprayed

<u>Region One Includes:</u>	<u>Mowing</u>	<u>Road Spraying</u>
1. Big Bear Lake Landfill	3 acres	1500 LF
2. City of Buckhannon Landfill	8 acres	2600 LF
3. City of Clarksburg Landfill	10 acres	2000 LF
4. City of Kingwood Landfill	15 acres	6800 LF
5. Marion County Landfill	40 acres	5900 LF
6. Monongalia County Landfill	18 acres	3000 LF
7. City of Morgantown Landfill	15 acres	1900 LF
8. City of Moundsville Landfill	15 acres	3200 LF
9. Preston County / Rehe Landfill	20 acres	3000 LF
10. <u>City of Wheeling Landfill</u>	30 acres	5400 LF
Approximate Totals	174 acres	35,300 LF

<u>Region Two Includes:</u>	<u>Mowing</u>	<u>Road Spraying</u>
1) Berkeley County Landfill	30 acres	5800 LF
2) Capon Springs Landfill	5 acres	1260 LF
3) Fayette County Landfill	15 acres	1500 LF
4) Grant County / Petersburg Landfill	15 acres	2500 LF
5) Hampshire County Landfill	10 acres	2500 LF
6) Jefferson County Landfill	30 acres	3500 LF
7) McDowell County Landfill	15 acres	4800 LF
8) City of Montgomery Landfill	13 acres	2500 LF
9) Morgan County Landfill	20 acres	3600 LF
10) <u>Wyoming County Landfill</u>	15 acres	600 LF
Approximate Totals	168 acres	28,560 LF

Attachment A Continued

<u>Region Three Includes:</u>	<u>Mowing</u>	<u>Road Spraying</u>
1) Central WV Refuse Landfill	12 acres	5100 LF
2) Don's Disposal Landfill	24 acres	4100 LF
3) ERO Landfill	30 acres	6500 LF
4) Fleming Landfill	22 acres	1400 LF
5) Jackson County Landfill	23 acres	3000 LF
6) Kanawha Western Landfill	21 acres	2400 LF
7) Mingo County Landfill	10 acres	3100 LF
8) Pine Creek / Omar Landfill	12 acres	2000 LF
9) City of South Charleston Landfill	7 acres	2000 LF
Approximate Totals	160 acres	29,600 LF



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**



CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV042199

Classification:
SPECIALTY

ENVIROPROBE INTEGRATED SOLUTIONS IN
630 CROSS LANES DRIVE
NITRO, WV 25143

Date Issued

Expiration Date

MARCH 28, 2007	MARCH 28, 2008
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Robin E. Moore
Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2007

PRODUCER (304)925-6789 FAX (304)925-0149
 Ramsey Insurance Agency Inc.
 4301 MacCorkle Ave SE
 PO Box 4025
 Charleston, WV 25364

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 POLICIES BELOW.

INSURED EnviroProbe Integrated Solutions, Inc.
 109 Bradley Drive
 Cross Lanes, WV 25313

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity	
INSURER B: Progressive Insurance	
INSURER C: Brickstreet Insurance	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	4000005728-071	03/17/2007	03/17/2008	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 2,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	05652706	03/17/2007	03/17/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	EXCESS/UMBRELLA LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC10102342-03	01/01/2007	10/18/2007	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 100,000
A	OTHER	4000005728-071	03/17/2007	03/17/2008	Professional \$2,000,000 Pollution \$2,000,000 Stop Gap \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

Insured Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Beverlee Audorff/AUDORFF

Beverlee Audorff