



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
669C0001

PAGE
1

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

PROCURE

*811103057 800-559-0204
 WV TIRE DISPOSAL INC
 PO BOX 786
 SUMMERSVILLE WV 26651

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/27/2008				

BID OPENING DATE: **08/13/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		863-25		
<p>WASTE TIRE DISPOSAL CONTRACT</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE WASTE TIRE DISPOSAL INCLUDING ENCLOSED BOX TRAILERS AT LOCATIONS SPECIFIED HEREIN TO PROPERLY MANAGE WASTE TIRES IN COMPLIANCE WITH 33CSR5. THE WEST VIRGINIA " WASTE TIRE MANAGEMENT RULE". 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)</p>						

RECEIVED
 2008 AUG 12 A 9:17
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Ray H Kincaid</i>	TELEPHONE (304) 872-1793	DATE 8/08/08	
TITLE Manager	FEIN 55-0750501	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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
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*811103057 800-559-0204
 WV TIRE DISPOSAL INC
 PO BOX 786
 SUMMERSVILLE WV 26651

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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<p>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, 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ray S Kincaid</i>	TELEPHONE (304) 872-1793	DATE 8/08/08
TITLE Manager	FEIN 55-0750501	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ray J Kincaid</i>	TELEPHONE <i>(304) 872-1793</i>	DATE <i>8/8/8</i>
TITLE <i>Manager</i>	FEIN <i>55-0750501</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <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;"> <i>Ray Kincaid</i> SIGNATURE <i>West Virginia Tire Disposal</i> COMPANY 8-8-2008 DATE </p>						
REV. 11/96						
VENDOR PREFERENCE CERTIFICATE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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TITLE <i>Manager</i>	FERN 55-0750501	ADDRESS CHANGES TO BE NOTED ABOVE

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<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><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,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ray S Kincaid</i>	TELEPHONE (304) 872-1793	DATE 8/8/8
TITLE <i>Manager</i>	FEIN 55-0750501	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR 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</p>						

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TITLE Manager	FEIN 55-0750501	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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: <u>West Virginia Tire Disposal, Inc.</u></p> <p>DATE: <u>8/8/08</u></p> <p>SIGNED: <u>Ray A Kincaid</u></p> <p>TITLE: <u>Manager</u></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</p>						

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				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER: 33		
				RFQ. NO.: 669C0001		
				BID OPENING DATE: 08/13/2008		
				BID OPENING TIME: 1:30 PM		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				----- (304) 872-8324 -----		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				----- Ray Kincaid -----		

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***** THIS IS THE END OF RFQ 669C0001 ***** TOTAL:						_____

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SPECIFICATIONS

The following sections of the West Virginia Department of Highways Standard Specifications Roads and Bridges, as modified by any current Supplemental Specifications shall apply to the administration of this contract: 101, 102.4, 102.5, 105.1, 105.4, 105.10, 105.11, 105.12, 105.13, 105.17, 107.1, 107.2, 107.3, 107.5, 107.6, 107.7, 107.12, 107.14, 107.19, 107.20, 108.8, 109.2, 110.1, 110.2, and 110.3

West Virginia Department of Highways, Standard Specification Roads and Bridges, may be obtained from:

Engineering Division, Technical Section
Room A-650
West Virginia Division of Highways
State Capitol Complex, Building 5
Charleston, West Virginia 25305
Phone: 304-558-2885

PURPOSE OF CONTRACT

The State of West Virginia, Division of Environmental Protection's REAP Section and the West Virginia Division of Highways, needs a contract for managing waste tires generated during open dump cleanup projects and adopt-a-highway projects and those generated by DOH in their fleet management operations. As a result of the June 1, 1996 legislative mandate to ban tires from disposal in landfills, a safe, cost effective option for managing waste tires is needed. The DEP/DOH recognizes the need to properly manage the disposition of waste tires generated during state sponsored cleanups and by the DOH fleet in their day to day operations. Any option proposed by a qualified vendor must be in compliance with West Virginia's Waste Tire Management Rule, 33CSR5, which became effective June 2, 1996. A copy of this rule can be obtained by contacting the Secretary of State's Office at 558-6000.

SCOPE OF WORK

The DOH will identify location sites on their property where the successful vendor will place enclosed box trailers for the purpose of temporarily storing waste tires from cleanups. The minimum size box trailer must be capable of holding at least 80 cubic yards (40' x 7 1/2' x 7 1/2') of stacked tires (approximately 1100 passenger car tires equivalents). The unit price of this contract will be per cubic yard. The vendor will furnish heavy-duty locks for each trailer, all keyed alike and will furnish the DEP & DOH 3 keys each per lock. It is the intent of this contract to fill each trailer over time and to call the successful vendor when a trailer is full. After receiving the call the successful vendor must have the full trailer removed and an empty trailer in its place within 5 days.

Tires from cleanups can be muddy and may be wet. DEP/DOH is not responsible for cleaning trailers or for any water damage to trailers. DEP/DOH intends to hand-load trailers in order to maximize capacity and assure that waste tires are placed in an orderly manner. Trailers must be in good working order. DEP/DOH is not responsible in any way for the trailer including vandalism. Every effort will be made to place trailers in a secure area.

RECORDKEEPING REQUIRMENTS

The DEP and DOH shall be responsible to record the number of waste tires placed in the box trailer by each agency. This information shall be recorded on a log sheet posted on the inside of each box trailer and the data shall be entered by the agency representative each time waste tires are placed in the box trailer. The completed log sheet shall be removed from the box trailer and kept in a permanent file at the DOH location prior to the removal of a loaded box trailer by the vendor. A copy of the log sheet shall be provided to the DEP and the vendor each time prior to the removal of a loaded box trailer. The vendor shall be responsible to submit a quarterly report to the WVDEP, Solid Waste Management 7 Environmental Restoration Section at 601 57th Street, SE, Charleston, WV 25304. This report shall include, at a minimum, the following information: Name, address, telephone number and certification motor carrier identification number of the vendor (waste tire hauler), number of waste tires hauled from each DOH location and the name, address and telephone number of the waste tire monofill, storage cell, waste tire processing facility or other approved facility to where the waste tires were hauled by the vendor (inside or outside the State of West Virginia).

TERMS

1. DEP – Division of Environmental Protection-Office of Waste Management or its authorized representative.
2. DOH – Division of Highways or its authorized representative.
3. Waste tires – For the purpose of this contract, means automobile and truck tires or parts thereof which have been illegally or improperly stored or disposed and are subject to be cleaned up by DEP/DOH and tires generated by DOH during its day to day operations.
4. Vendor – Any potential company which would bid on this RFQ. Also includes the terms "apparent low bidder" and "successful bidder" which will be further identified as a waste tire hauler.
5. Tire disposal – Any legal method disposing of waste tires or parts thereof.
6. Tire recycling – Includes any approved method for reusing the components of a tire. Can be either a mechanical or chemical process.

7. **Trailer Rental Rate** - Trailers will only be spotted at each location or site at the District's request. A monthly rental rate may be charged for each trailer at each location after one month and for each month and/or prorated part of a month thereafter until the trailer is removed by the vendor. The rental rate per month can only be charged after a trailer has been located at a site or location for one month or longer and has not been moved.

SECURITY

All trailers will remain locked except during loading/unloading. Only DOH, DEP and their authorized contractors will have keys to the trailers. The general public will not have access to the trailers nor will the trailers be available to any party other than DEP and DOH. The loading of tires into trailers by DOH, DEP and their authorized contractors will be limited to 8:00 am – 4:00 pm, Monday through Friday unless other arrangements are made with the DOH. Trailers will not be parked closer than 50 feet from any structure.

INVOICING AND PAYMENT

Posted on the inside of each trailer will be a log sheet which will identify the source of the waste tires. It is the DOH's responsibility to use this log sheet to properly account for the tires for billing purposes.

The vendor will submit each invoice, not more frequently than monthly, to the DOH at the following address:

Division of Highways
Building 5, Room A-221
1900 Kanawha Blvd., East
Charleston, WV 25305-0430

The DOH will bill the DEP for its share of each invoice and the DEP will reimburse, by IGT, the DOH for its share of the cost.

BIDDING AND AWARD

Each perspective bidder may bid on any or all locations. Each location will be awarded to the lowest compliant bidder for that location. The bidding schedule 1 for specific location containing the 12 locations per cy will be for a trailer to be left at that specific location until the contractor is requested to remove it and replace it with another trailer. The lowest compliant bidder for each of the 12 locations will be determined by adding the monthly rental rate divided by 10 to the per cy bid.

The bidding schedule 2 containing the 12 locations with mobilization per each, mobilization per mile, per cy and, if applicable, monthly rental rate or prorated part thereof will be for trailers to be spotted at sites specified by the Division of Highways or The Department of Environmental Protection for tire pile remediations.

The lowest compliant bidder for each location will be determined by multiplying the per cy price by 100, the per mile price by 50, adding the mobilization charge per each and the monthly rental rate. The bid for that location will be awarded to the bidder with the lowest sum under this formula.

The mobilization charge per each, the per mile charge for the miles from the location to the specified site, and the per cy price for the cubic yard capacity of the trailer and, if applicable, the monthly rental rate or prorated part of a month thereof will be paid for each trailer mobilized to a specified site.

BIDDING SCHEDULE 1 FOR SPECIFIC LOCATION

Location 1	D-1 Headquarters (Charleston) Trailer Rental	bid: \$ <u>9.38</u> per cy. bid: \$ <u>0</u> per month
Location 2	Cabell County Headquarters (Huntington) Trailer Rental	bid: \$ <u>10.22</u> per cy. bid: \$ <u>0</u> per month
Location 3	Wood County Headquarters (Parkersburg) Trailer Rental	bid: \$ <u>11.00</u> per cy. bid: \$ <u>0</u> per month
Location 4	D-4 County Headquarters (Clarksburg) Trailer Rental	bid: \$ <u>8.20</u> per cy. bid: \$ <u>0</u> per month
Location 5	D-5 Headquarters (Burlington) Trailer Rental	bid: \$ <u>10.00</u> per cy. bid: \$ <u>0</u> per month
Location 6	D-6 Equipment Shop (Triadelphia) Trailer Rental	bid: \$ <u>10.86</u> per cy. bid: \$ <u>0</u> per month
Location 7	Lewis County Headquarters (Weston) Trailer Rental	bid: \$ <u>7.08</u> per cy. bid: \$ <u>0</u> per month
Location 8	D-8 Headquarters (Elkins) Trailer Rental	bid: \$ <u>8.09</u> per cy. bid: \$ <u>0</u> per month
Location 9	D-9 Equipment Shop/Greenbrier County Headquarters Trailer Rental	bid: \$ <u>8.75</u> per cy. bid: \$ <u>0</u> per month
Location 10	D-10 Headquarters (Princeton) Trailer Rental	bid: \$ <u>9.17</u> per cy. bid: \$ <u>0</u> per month
Location 11	Berkeley County Headquarters (Martinsburg) Trailer Rental	bid: \$ <u>14.71</u> per cy. bid: \$ <u>0</u> per month
Location 12	Corridor G Subheadquarters, Miller Creek, Mingo County Trailer Rental	bid: \$ <u>11.56</u> per cy. bid: \$ <u>0</u> per month

BIDDING SCHEDULE 2 FOR ADDITIONAL TRAILER OR TRAILERS SOMEWHERE WITHIN LOCATION 1 THROUGH 12

To Location 1	D-1 Headquarters (Charleston)		
	Mobilization per trailer to Location 1	bid: \$ _____	per each
	Mobilization per mile from Location 1 Site	bid: \$ _____	per mile
		bid: \$ <u>9.66</u>	per cy
	Trailer Rental	bid: \$ _____	per month
To Location 2	Cabell County Headquarters (Huntington)		
	Mobilization per trailer to Location 2	bid: \$ _____	per each
	Mobilization per mile from Location 2 Site	bid: \$ _____	per mile
		bid: \$ <u>10.66</u>	per cy
	Trailer Rental	bid: \$ _____	per month
To Location 3	Wood County Headquarters (Parkersburg)		
	Mobilization per trailer to Location 3	bid: \$ _____	per each
	Mobilization per mile from Location 3 Site	bid: \$ _____	per mile
		bid: \$ <u>11.44</u>	per cy
	Trailer Rental	bid: \$ _____	per month
To Location 4	D-4 County Headquarters (Clarksburg)		
	Mobilization per trailer to Location 4	bid: \$ _____	per each
	Mobilization per mile from Location 4 Site	bid: \$ _____	per mile
		bid: \$ <u>8.70</u>	per cy
	Trailer Rental	bid: \$ _____	per month
To Location 5	D-5 Headquarters (Burlington)		
	Mobilization per trailer to Location 5	bid: \$ _____	per each
	Mobilization per mile from Location 5 Site	bid: \$ _____	per mile
		bid: \$ <u>10.50</u>	per cy
	Trailer Rental	bid: \$ _____	per month
To Location 6	D-6 Equipment Shop (Triadelphia)		
	Mobilization per trailer to Location 6	bid: \$ _____	per each
	Mobilization per mile from Location 6 Site	bid: \$ _____	per mile
		bid: \$ <u>11.14</u>	per cy
	Trailer Rental	bid: \$ _____	per month
To Location 7	Lewis County Headquarters (Weston)		
	Mobilization per trailer to Location 7	bid: \$ _____	per each
	Mobilization per mile from Location 7 Site	bid: \$ _____	per mile
		bid: \$ <u>7.12</u>	per cy
	Trailer Rental	bid: \$ _____	per month

BIDDING SCHEDULE 2 FOR ADDITIONAL TRAILER OR TRAILERS SOMEWHERE WITHIN LOCATION 1 THROUGH 12 (CON'T)

To Location 8	D-8 Headquarters (Elkins)		
	Mobilization per trailer to Location 8	bid: \$ _____	per each
	Mobilization per mile from Location 8 Site	bid: \$ _____	per mile
		bid: \$ <u>8.13</u>	per cy
	Trailer Rental	bid: \$ _____	per month
To Location 9	D-9 Equipment Shop/Greenbrier County Headquarters		
	Mobilization per trailer to Location 9	bid: \$ _____	per each
	Mobilization per mile from Location 9 Site	bid: \$ _____	per mile
		bid: \$ <u>9.53</u>	per cy
	Trailer Rental	bid: \$ _____	per month
To Location 10	D-10 Headquarters (Princeton)		
	Mobilization per trailer to Location 10	bid: \$ _____	per each
	Mobilization per mile from Location 10 Site	bid: \$ _____	per mile
		bid: \$ <u>9.95</u>	per cy
	Trailer Rental	bid: \$ _____	per month
To Location 11	Berkeley County Headquarters (Martinsburg)		
	Mobilization per trailer to Location 11	bid: \$ _____	per each
	Mobilization per mile from Location 11 Site	bid: \$ _____	per mile
		bid: \$ <u>15.71</u>	per cy
	Trailer Rental	bid: \$ _____	per month
To Location 12	Corridor G Subheadquarters, Miller Creek, Mingo County		
	Mobilization per trailer to Location 12	bid: \$ _____	per each
	Mobilization per mile from Location 12 Site	bid: \$ _____	per mile
		bid: \$ <u>11.84</u>	per cy
	Trailer Rental	bid: \$ _____	per month

This price is for the West Virginia Division of Highways to haul whole waste tires and/or waste tire parts to a site for proper disposal.

All sites will be awarded.

Per Ton \$ 125.00

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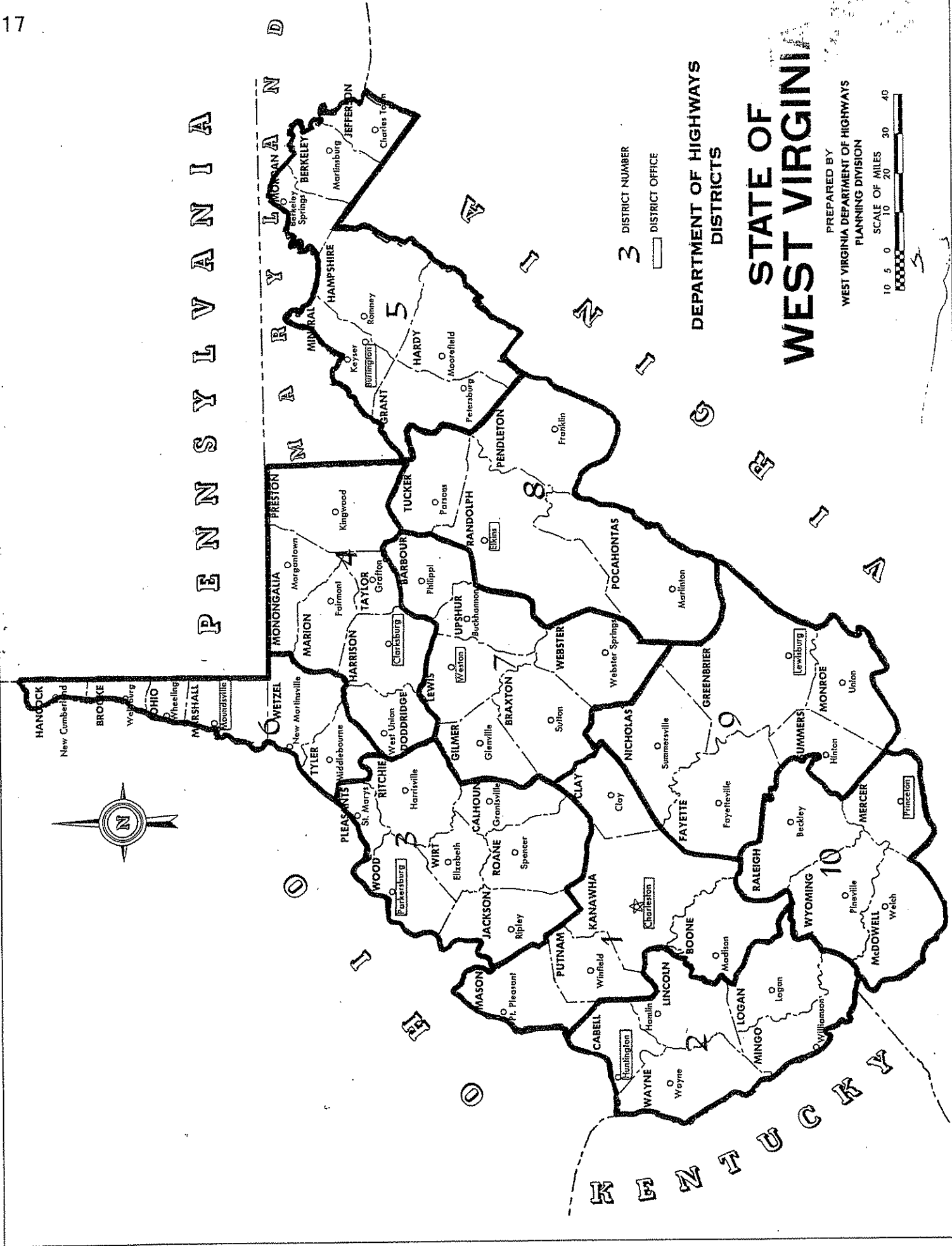
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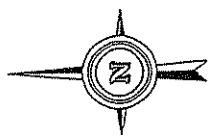
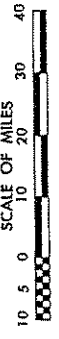
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DEPARTMENT OF HIGHWAYS
DISTRICTS

STATE OF WEST VIRGINIA

PREPARED BY
WEST VIRGINIA DEPARTMENT OF HIGHWAYS
PLANNING DIVISION



STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

Vendor's Name: West Virginia Tire Disposal, Inc.

Authorized Signature: Ray A. Kincaid

Date: 8/8/08