



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
6610C028

PAGE
1

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

VENDOR

*416083546 410-590-4181
MERCIERS INC
7442 SHIPLEY AVENUE

HARMANS MD 21077

SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 05/26/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		915-28-07-001	See Attached Bid Schedule	
<p>TREE AND BRUSH SHEARING</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED FOR TREE AND BRUSH SHEARING WITH THE RIGHT-OF-WAY TRIMMER AND HIGH REACH TRIMMER TO BE USED IN ALL TEN (10) DISTRICTS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS. PER THE ATTACHED SPECIFICATIONS</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR VARIOUS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</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>						

RECEIVED
 2010 JUN 16 A 9:37
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kathy Tenson, Merciers, Inc* TELEPHONE **410-590-4181** DATE **6-14-10**

TITLE *Vice President* FEIN **52-2291989** 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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
6610C028

PAGE
2

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

*416083546 410-590-4181
**MERCIERS INC
 7442 SHIPLEY AVENUE
 HARMANS MD 21077**

**DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED 05/26/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Kathy Tonson, Merciers, Inc* TELEPHONE **410-590-4181** DATE **6-14-10**
 TITLE *Vice President* FEIN **52-2291989** ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
6610C028

PAGE
3

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

***416083546 410-590-4181**
MERCIERS, INC
7442 SHIPLEY AVENUE
HARMANS MD 21077

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/26/2010				

BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kathy Touson, Merciers, Inc</i>	TELEPHONE <i>410-590-4181</i>	DATE <i>6-14-10</i>
TITLE <i>Vice President</i>	FERN <i>52-2291989</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFO NUMBER
6610C028

PAGE
4

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

***416083546 410-590-4181**
MERCIERS INC
7442 SHIPLEY AVENUE
HARMANS MD 21077

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 05/26/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	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>Kathy Tounson</i> SIGNATURE <i>Mercier's, Inc.</i> COMPANY <i>6-14-10</i> DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Kathy Tounson, Mercier's, Inc.</i>	TELEPHONE <i>410-590-4181</i>	DATE <i>6-14-10</i>	
TITLE <i>Vice President</i>	FEIN <i>52-2291989</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

**Request for
Quotation**

RFQ NUMBER
6610C028

PAGE
5

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

*416083546 410-590-4181
MERCIER'S INC
7442 SHIPLEY AVENUE
HARMANS MD 21077

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2010				

BID OPENING DATE: **06/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 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.:				6610C028		
BID OPENING DATE:				06/16/2010		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				<u>410-590-4184</u>		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				<u>Kathy Tonson</u>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Kathy Tonson TELEPHONE: 410-590-4181 DATE: 6-14-10
TITLE: Vice President FEIN: 52-2291989 ADDRESS CHANGES TO BE NOTED ABOVE

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

BID SCHEDULE

District One – Boone, Clay, Kanawha, Mason, and Putnam Counties

Item 1 Shearing and Trimming including debris cleanup \$ 2,580.00 per shoulder mile

Mobilization \$ 1,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 1,635.00 per shoulder mile

Mobilization \$ 500.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 Production delay for power shearing \$ 64.50 per quarter hour

**Item 4 High Reach Trimmer
Including debris cleanup \$ 5,250.00 per shoulder mile**

Mobilization \$ 1500.00 per each

Site Mobilization \$ 100.00 per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 2,925.00 per shoulder mile**

Mobilization \$ 1,500.00 per each

Site Mobilization \$ 100.00 per mile

Item 6 Production delay for high reach trimmer \$ 75.00 per quarter hour

BID SCHEDULE (Con't)

District Two – Cabell, Lincoln, Logan, Mingo and Wayne Counties

Item 1 Shearing and Trimming including debris cleanup \$ 2,580.00 per shoulder mile

Mobilization \$ 1,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 1,635.00 per shoulder mile

Mobilization \$ 500.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 Production delay for power shearing \$ 64.50 per quarter hour

**Item 4 High Reach Trimmer
Including debris cleanup \$ 5,250.00 per shoulder mile**

Mobilization \$ 1500.00 per each

Site Mobilization \$ 100.00 per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 2,925.00 per shoulder mile**

Mobilization \$ 1,500.00 per each

Site Mobilization \$ 100.00 per mile

Item 6 Production delay for high reach trimmer \$ 75.00 per quarter hour

BID SCHEDULE (Con't)

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

Item 1 Shearing and Trimming including debris cleanup \$ 2,580.00 per shoulder mile

Mobilization \$ 1,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 1,635.00 per shoulder mile

Mobilization \$ 500.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 Production delay for power shearing \$ 64.50 per quarter hour

**Item 4 High Reach Trimmer
Including debris cleanup \$ 5,250.00 per shoulder mile**

Mobilization \$ 1500.00 per each

Site Mobilization \$ 100.00 per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 2,925.00 per shoulder mile**

Mobilization \$ 1,500.00 per each

Site Mobilization \$ 100.00 per mile

Item 6 Production delay for high reach trimmer \$ 75.00 per quarter hour

BID SCHEDULE (Con't)

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

Item 1 Shearing and Trimming including debris cleanup \$ 2,580.00 per shoulder mile

Mobilization \$ 1,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 1,635.00 per shoulder mile

Item 3 Production delay for power shearing \$ 64.50 per quarter hour

Mobilization \$ 500.00 per each

Site Mobilization \$ 50.00 per mile

**Item 4 High Reach Trimmer
Including debris cleanup \$ 5,250.00 per shoulder mile**

Mobilization \$ 1500.00 per each

Site Mobilization \$ 100.00 per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 2,925.00 per shoulder mile**

Mobilization \$ 1,500.00 per each

Site Mobilization \$ 100.00 per mile

Item 6 Production delay for high reach trimmer \$ 75.00 per quarter hour

BID SCHEDULE (Con't)

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

Item 1 Shearing and Trimming including debris cleanup \$ 2,580.00 per shoulder mile

Mobilization \$ 1,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 1,635.00 per shoulder mile

Mobilization \$ 500.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 Production delay for power shearing \$ 64.50 per quarter hour

**Item 4 High Reach Trimmer
Including debris cleanup \$ 5,250.00 per shoulder mile**

Mobilization \$ 1500.00 per each

Site Mobilization \$ 100.00 per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 2,925.00 per shoulder mile**

Mobilization \$ 1,500.00 per each

Site Mobilization \$ 100.00 per mile

Item 6 Production delay for high reach trimmer \$ 75.00 per quarter hour

BID SCHEDULE (Con't)

District Six – Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel Counties

Item 1 Shearing and Trimming including debris cleanup \$ 2,580.00 per shoulder mile

Mobilization \$ 1,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 1,635.00 per shoulder mile

Mobilization \$ 500.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 Production delay for power shearing \$ 64.50 per quarter hour

**Item 4 High Reach Trimmer
Including debris cleanup \$ 5,250.00 per shoulder mile**

Mobilization \$ 1500.00 per each

Site Mobilization \$ 100.00 per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 2,925.00 per shoulder mile**

Mobilization \$ 1,500.00 per each

Site Mobilization \$ 100.00 per mile

Item 6 Production delay for high reach trimmer \$ 75.00 per quarter hour

BID SCHEDULE (Con't)

District Seven – Barbour, Braxton, Gilmer, Lewis, Upshur and Webster Counties

Item 1 Shearing and Trimming including debris cleanup \$ 2,580.00 per shoulder mile

Mobilization \$ 1,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 1,635.00 per shoulder mile

Mobilization \$ 500.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 Production delay for power shearing \$ 64.50 per quarter hour

**Item 4 High Reach Trimmer
Including debris cleanup \$ 5,250.00 per shoulder mile**

Mobilization \$ 1500.00 per each

Site Mobilization \$ 100.00 per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 2,925.00 per shoulder mile**

Mobilization \$ 1,500.00 per each

Site Mobilization \$ 100.00 per mile

Item 6 Production delay for high reach trimmer \$ 75.00 per quarter hour

BID SCHEDULE (Con't)

District Eight – Pendleton, Pocahontas, Randolph and Tucker Counties

Item 1 Shearing and Trimming including debris cleanup \$ 2,580.00 per shoulder mile

Mobilization \$ 1,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 1,635.00 per shoulder mile

Mobilization \$ 500.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 Production delay for power shearing \$ 64.50 per quarter hour

**Item 4 High Reach Trimmer
Including debris cleanup \$ 5,250.00 per shoulder mile**

Mobilization \$ 1500.00 per each

Site Mobilization \$ 100.00 per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 2,925.00 per shoulder mile**

Mobilization \$ 1,500.00 per each

Site Mobilization \$ 100.00 per mile

Item 6 Production delay for high reach trimmer \$ 75.00 per quarter hour

BID SCHEDULE (Con't)

District Nine – Fayette, Greenbrier, Monroe, Nicholas and Summers Counties

Item 1 Shearing and Trimming including debris cleanup \$ 2,580.00 per shoulder mile

Mobilization \$ 1,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 1,635.00 per shoulder mile

Mobilization \$ 500.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 Production delay for power shearing \$ 64.50 per quarter hour

**Item 4 High Reach Trimmer
Including debris cleanup \$ 5,250.00 per shoulder mile**

Mobilization \$ 1500.00 per each

Site Mobilization \$ 100.00 per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 2,925.00 per shoulder mile**

Mobilization \$ 1,500.00 per each

Site Mobilization \$ 100.00 per mile

Item 6 Production delay for high reach trimmer \$ 75.00 per quarter hour

BID SCHEDULE (Con't)

District Ten – McDowell, Mercer, Raleigh and Wyoming Counties

Item 1 Shearing and Trimming including debris cleanup \$ 2,580.00 per shoulder mile

Mobilization \$ 1,000.00 per each

Site Mobilization \$ 50.00 per mile

Item 2 Shearing and Trimming not including debris cleanup \$ 1,635.00 per shoulder mile

Mobilization \$ 500.00 per each

Site Mobilization \$ 50.00 per mile

Item 3 Production delay for power shearing \$ 64.50 per quarter hour

**Item 4 High Reach Trimmer
Including debris cleanup \$ 5,250.00 per shoulder mile**

Mobilization \$ 1500.00 per each

Site Mobilization \$ 100.00 per mile

**Item 5 High Reach Trimmer
Not including debris cleanup \$ 2,925.00 per shoulder mile**

Mobilization \$ 1,500.00 per each

Site Mobilization \$ 100.00 per mile

Item 6 Production delay for high reach trimmer \$ 75.00 per quarter hour

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mercier's, Inc.
of 7442 Shipley AVE, Harmans MD 21077, as Principal, and Merchants Bonding Company
(Mutual) of 2100 Fleur DR, Des Moines IA *, a corporation organized and existing under the laws of the State of IA
with its principal office in the City of Des Moines, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Thousand ** (\$ 5,000.00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.
*50321 ** and 00/100 Dollars

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Item No. 915-28-07-001 - Tree and Brush Shearing

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
16th day of June, 2010.

Principal Corporate Seal

Mercier's, Inc.
(Name of Principal)
By Kathy Pouson
(Must be President or Vice President)
Vice President
(Title)

Surety Corporate Seal

Merchants Bonding Company (Mutual)
(Name of Surety)
Anthony John Pung
Attorney-in-Fact
Anthony John Pung

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Anthony John Pung, Michael E. Schendel, Debra Lee Stewart

of Millersville and State of Maryland its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

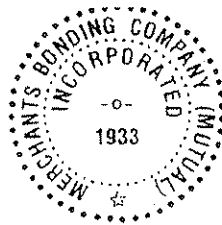
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 20th day of March, 2009.



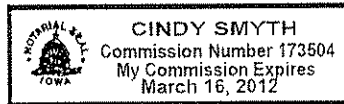
MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 20th day of March, 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

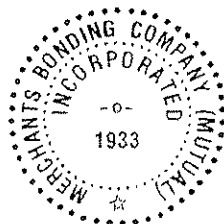


Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 16th day of June, 2010



William Warner Jr.
Secretary

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. N/A

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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 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 Purchasing Division in writing immediately.

Bidder: Mercier's Inc Signed: Kathy Towner
Date: 6-14-10 Title: Vice President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. 6610C028

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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Mercier's, Inc.

Authorized Signature: Kathy Tinson Date: 6-14-10

State of Maryland

County of Anne Arundel to-wit:

Taken, subscribed, and sworn to before me this 14 day of June, 2010. KT

My Commission expires 7/8/2013, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC Terry A. Mays

