



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
DEP15364

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Bail Contracting Inc.
 2733 Canvas Nettie Road
 Canvas, WV 26662
 # C26082503

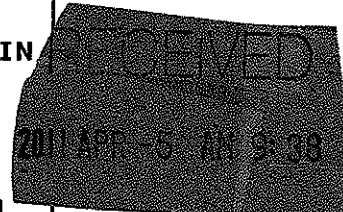
SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 DIVISION OF LAND RESTORATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/10/2011				

BID OPENING DATE: **04/07/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		675,285.00
<p>REPAIR/MAINTENANCE SERVICES FOR LANDFILLS.</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION, SEEKS BIDS TO REPAIR AND MAINTAIN CLOSED LANDFILLS AT VARIOUS LOCATIONS THROUGHOUT SOUTHERN WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS AND TERMS & CONDITIONS.</p> <p>EXHIBIT 1</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 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,</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Abigail Bail</i>	TELEPHONE 304 872-6963	DATE 4-4-11
TITLE <i>Secretary</i>	FEIN 550765531	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).



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 DEPARTMENT OF
 DIVISION OF LAND RESTORATION
 601 57TH STREET SE
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 25304 304-926-0499

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03/10/2011				
BID OPENING DATE: 04/07/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</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 WITH 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>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE AND COMPREHENSIVE VEHICLE LIABILITY INSURANCE IN AN AMOUNT OF NOT LESS THAN \$1,000,000.00 FOR BODILY INJURY AND PROPERTY DAMAGE FOR EACH OCCURENCE AND NOT LESS THAN \$1,000,000.00 AGGREGATE. THE REQUIRED INSURANCE MUST BE WRITTEN BY A COMPANY OR COMPANIES LICENSED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA AT THE TIME OF THE BID, THE CERTIFICATE MUST BE SIGNED BY A LICENSED RESIDENT AGENT, AND NAME THE STATE OF WV AS THE CERTIFICATE HOLDER.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Abigail Bail* TELEPHONE *304 872-6963* DATE *4-4-11*
 TITLE *Secretary* FEIN *550765531* ADDRESS CHANGES TO BE NOTED ABOVE

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<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>REV. 9/98</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Bail Contracting, Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV010069</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Abigail Bail</i>	TELEPHONE <i>304 872-6963</i>	DATE <i>4-4-11</i>
TITLE <i>Secretary</i>	FBN <i>550765531</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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03/10/2011						
BID OPENING DATE: 04/07/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP15364</p> <p>BID OPENING DATE: 04/07/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304 872-0107</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Abigail Bail</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Abigail Bail</i>		TELEPHONE 304 872-6963		DATE 4-4-11		
TITLE <i>Secretary</i>		FEIN 550765531		ADDRESS CHANGES TO BE NOTED ABOVE		

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INFORMATION FOR BIDDERS

The State of West Virginia, Department of Environmental Protection, Landfill Closure Assistance Program (LCAP) is requesting quotes for the repair and maintenance of Landfills for Southern West Virginia. There will be no engineering services for this contract.

DEP will enter into an open-end contract for these services and will award this contract to one vendor. Work Directives will be issued for individual or multiple sites or projects in accordance with the criteria set forth in this RFQ.

The contract shall become effective from the date of award and shall continue 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 said reasonable time, the Contractor may terminate this contract for any reason upon giving the State thirty (30) days written notice.

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

BACKGROUND

It is the intent of this contract to provide personnel, facilities; equipment, material, supplies, and services to repair and maintain closed Landfills, which are incorporated in West Virginia's Landfill Closure Acceptance Program.

LOCATION OF WORK

The area of work shall include the Central and Southern Counties of West Virginia. The landfills listed below are the landfills requiring repair and maintenance in this contract

1	ERO Landfill	Mason County	8	City of Montgomery Landfill	Fayette County
2	Jackson County Landfill	Jackson County	9	Fayette County Landfill	Fayette County
3	Central WV Disposal Landfill	Braxton County	10	Pine Creek-Omar Landfill	Logan County
4	Fleming Landfill	Kanawha County	11	Midwest Disposal Landfill	Summers County
5	Don's Disposal Landfill	Kanawha County	12	Wyoming County Landfill	Wyoming County
6	Kanawha Western Landfill	Kanawha County	13	Mingo County Landfill	Mingo County
7	South Charleston Landfill	Kanawha County	14	McDowell County Landfill	McDowell County

SERVICES REQUIRED

The WVDEP/LCAP is requesting quotes to properly repair and maintain closed Landfills at various locations throughout Southern West Virginia.

The WVDEP/LCAP shall be responsible for retaining the right of entries. The WVDEP/LCAP shall be responsible for collection and analyses of any soil and water samples required during repair and maintenance activities.

The Contractor will be responsible for complying with any and all health and safety requirements related to the work, including; but not limited to, employees, traffic control, confined space entry, and utility location verification. The Contractor will be responsible for contacting Miss Utility. The Contractor will also be held responsible for all cost associated for replacing or repairing any utilities damaged by the Contractor. WVDEP will not reimburse Contractor for any repair or replacement of any such damaged utility. WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons. Contractor shall also be responsible for obtaining and complying with any city or county ordinances, such as building or demolition permits.

The Contractor shall be responsible for paying and/or securing all taxes, permits, fees, compensation, and any other items necessary to render and hold the WVDEP and the property owner free and harmless from all claims arising from services performed under this contract.

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 technical compliance.

In accomplishing services to fulfill the requirements of this RFQ, neither the Contractor nor his subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.

WAGE RATES: The contractor/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 county, pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage Act.. A certified payroll shall be required. **PREVAILING WAGE RATES CAN BE OBTAINED BY CONTACTING: WV Division of Labor, Capitol Complex Bldg. 6 Room 749B, Charleston, WV 25305 Ph. 304-558-7890 and Website: www.sos.wv.gov**

Prior to commencement of work, the Contractor's equipment shall be inspected and shall be subject to the approval of WVDEP. If the equipment delivered to the site does not meet the requirements specified in this contract, or if, as a result of frequent breakdowns after the equipment is in use or other causes, the original equipment cannot be operated efficiently, the Contractor shall deliver to the site satisfactorily replacement equipment. No additional payment shall be allowed for replacement of defective or inadequate equipment. WVDEP shall be the final judge as to the adequacy of the equipment.

GENERAL CONDITIONS

• Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract
- B. Work will be ordered by the Director or his representative, for the Landfill Closure Assistance Program, West Virginia Department of Environmental Protection by issuance of a Work Directive, which shall include the name of the Landfill site, location and the cost estimate (quantity of work to be done).
- C. The contractor shall acknowledge receipt and acceptance by signing, dating, and forwarding back to the Director or his representative the Work Directive for the project requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal.
- D. A Work Directive may contain work directives for more than one site if the sites are in close proximity of each other.
- E. WVDEP will issue a Notice to Proceed which will specify cost of project and starting and ending dates. The vendor shall not begin work until a signed NOTICE TO PROCEED has been issued by the WVDEP.
- F. Project costs should not exceed the amount of the Work Directive. Any changes pertaining to the Work Directive shall require written justification and approval from WVDEP. Individual Work Directives will not exceed \$25,000.

• Invoicing & Payments

- A. Payment to the Contractor will be made on the basis of the items and unit prices outlined in the Purchase Order and Work Directive.
- B. The Contractor shall submit an invoice upon completion of work specified in the Work Directive. Invoices must be submitted for each individual Work Directive and identifies the performance period (beginning and ending date work was performed). The Notice to Proceed date shall be the beginning of the performance period. Final payment will only be made after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. No invoices will be paid in excess of amount on Work Directive. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Contractor.
- C. Before any invoice is processed for payment, the work performed during the specified timeframe shall be verified by WVDEP.
- D. The contractor shall invoice on required DEP forms to the department after completion of work specified in the work directive; final inspection has been made; and the work is accepted by the department. All invoices shall show the actual quantities used at the unit prices approved as provided by the Offeror in the proposal.
- E. No single Work Directive will exceed \$25,000.

DEP15364 (cont)

Landfill Information

Landfill	Approx lineal feet of leachate lines needing jetted	Tank size to be cleaned (gallons)	Secondary Containment Type	Graded Roads on Site
ERO Landfill	9700	Wetland	Wetland	6500
Jackson County Landfill	5200	225,000	Tank	3800
Central WV Disposal Landfill	4000	143,000	Tank	5100
Fleming Landfill	8700	233,000	Tank	2500
Don's Disposal Landfill	7300	115,000	Tank	5000
Kanawha Western Landfill	6500	144,000	Tank	6500
South Charleston Landfill	3500	TBD	Tank	3500
City of Montgomery Landfill	2100	145,000	Tank	5200
Fayette County Landfill	1700	133,000	Tank	8000
Pine Creek-Omar Landfill	3000	213,000	Tank	4000
Midwest Disposal Landfill	3000	50,000	Tank	5000
Wyoming County Landfill	3400	213,000	Tank	2000
Mingo County Landfill	4700	285,000	Tank	2200
McDowell County Landfill	5700	227,000 + 30,000	Tank	4500

DEP15364
BID SHEET

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
		All unit prices include all transportation costs to mobilize and demobilize equipment, and or supplies to the project site. There will NOT be any additional payment for mileage or transportation. All operator costs will be included in the equipment hourly unit rates.		
		Leachate System Cleaning shall consist of providing all equipment, transportation, labor, materials, supplies, permits and disposals for the cleaning of all leachate collection lines, manholes, transmission lines, force main lines, cleanouts and any leachate collection system associated structures, including providing the necessary water for the cleaning of the lines; collecting the debris and rinsate from the cleaning of the lines; and the collecting, transporting, and disposal of the debris and rinsate resulting from the cleaning of the designated lines. Contractor must abide and adhere to all OSHA safety and permitting requirements for confined space entry and associated regulations. Payment will be for completing all tasks at each individual landfill.		
1	1 EA	Leachate System Cleaning Central WV Refuse Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
2	1 EA	Leachate System Cleaning Don's Disposal Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
3	1 EA	Leachate System Cleaning ERO Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
4	1 EA	Leachate System Cleaning Fayette County Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
5	1 EA	Leachate System Cleaning Fleming Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
6	1 EA	Leachate System Cleaning Jackson County Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
7	1 EA	Leachate System Cleaning Kanawha Western Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>

DEP15364 (cont)

8	1 EA	Leachate System Cleaning McDowell County Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
9	1 EA	Leachate System Cleaning Midwest Disposal Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
10	1 EA	Leachate System Cleaning Mingo County Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
11	1 EA	Leachate System Cleaning Montgomery Sanitary Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
12	1 EA	Leachate System Cleaning Pine Creek Omar Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
13	1 EA	Leachate System Cleaning South Charleston Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
14	1 EA	Leachate System Cleaning Wyoming County Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
		Leachate Storage Tank Cleaning shall consist of providing all equipment ,transportation, labor, materials, supplies, permits and disposals for the cleaning of all leachate collection tanks, including primary and secondary tanks and ponds, connection lines, discharge lines, truck load out connections and any associated structures; including providing the necessary water for the cleaning of the tanks; collecting the debris and rinsate from the cleaning of the lines; and the collecting, transporting, and disposal of the debris and rinsate resulting from the cleaning of the designated tanks. Contractor must abide and adhere to all OSHA safety and permitting requirements for confined space entry and associated regulations. Payment will be for completing all tasks at each individual landfill.		
15	1 EA	Leachate Storage Tank Cleaning Central WV Refuse Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
16	1 EA	Leachate Storage Tank Cleaning Don's Disposal Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
17	1 EA	Leachate Storage Tank Cleaning Fayette County Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
18	1 EA	Leachate Storage Tank Cleaning Fleming Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
19	1 EA	Leachate Storage Tank Cleaning Jackson County Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>

DEP15364 (cont)

20	1 EA	Leachate Storage Tank Cleaning Kanawha Western Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
21	1 EA	Leachate Storage Tank Cleaning McDowell County Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
22	1 EA	Leachate Storage Tank Cleaning Midwest Disposal Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
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25	1 EA	Leachate Storage Tank Cleaning Pine Creek Omar Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
26	1 EA	Leachate Storage Tank Cleaning South Charleston Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
27	1 EA	Leachate Storage Tank Cleaning Wyoming County Landfill	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
28	1 EA	Leachate Wet Land Maintenance ERO Landfill which includes cleaning all wetland structures and removing and disposing of approx. 50% of all vegetative material from the wetland ponds.	<u>\$5000.00</u> EACH	<u>\$5000.00</u>
29	66,000 LF	Road Grading which includes ditch cleaning and road crowning, utilizing a road grader or dozer.	<u>\$.75</u> LF	<u>49,500.00</u> \$
30	66,000 LF	Road Grading which includes leveling and filling in low spots utilizing a tractor and box blade.	<u>\$1.00</u> LF	<u>66,000.00</u> \$
31	100 HRS	Mobile Jetter high-velocity hydraulic cleaning equipment capable of delivering a minimum pressure of 1,500 psi and delivering a minimum of 60 gpm at the nozzle's head.	<u>\$50.00</u> PER HR	<u>\$5000.00</u>
32	100 HRS	Mobile Vacuum minimum 1500 gallons storage capable of 400 cfm @ 20hg.	<u>\$50.00</u> PER HR	<u>\$5000.00</u>
33	300 HRS	Crawler Dozer-Caterpillar D6H or equiv. with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	<u>\$50.00</u> PER HR	<u>15,000.00</u> \$
34	300 HRS	Crawler Dozer-Caterpillar D3G or equiv. with 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade	<u>\$75.00</u> PER HR	<u>22,500.00</u> \$
35	200 HRS	Hydraulic Excavator-Backhoe, Caterpillar 325 or equiv. with 173 minimum flywheel horsepower, equipped with standard bucket	<u>\$50.00</u> PER HR	<u>10,000.00</u> \$

DEP15364 (cont)

36	250 HRS	John Deere 310 Loader/Backhoe or equiv. with 80 net minimum flywheel horsepower equipped with standard buckets	\$ <u>40.00</u> PER HR	\$ <u>10,000.00</u>
37	250 HRS	Hydraulic mini Excavator - Backhoe - Caterpillar 304 or equiv. with 36 net minimum flywheel horsepower, maximum reach at ground level 12 ft 4 in equipped with standard bucket.	\$ <u>80.00</u> PER HR	\$ <u>20,000.00</u>
38	250 HRS	Skid Steer Loader Bob Cat S15 or equiv. with 47 net minimum flywheel horsepower.	\$ <u>55.00</u> PER HR	\$ <u>13,750.00</u>
39	100 HRS	Articulated Truck - Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity	\$ <u>50.00</u> PER HR	\$ <u>5,000.00</u>
40	100 HRS	Truck, Tandem Axle, Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower	\$ <u>60.00</u> PER HR	\$ <u>6,000.00</u>
41	50 ACRES	Seed mixture to be applied after seed bed preparation: Vegetative Species Birdsfoot Trefoil ² Redtop ⁴ Ky 31 Fescue ⁵ Wheat or Rye ⁴ Orchard Grass Weeping Lovegrass ³ Red Clover Foxtail Millet ³	Rate/Acre @ 15 lbs/acre @ 3lbs/acre @ 15 lbs/acre @ 50lbs/acre @ 15 lbs/acre @ 2 lbs/acre @ 10 lbs/acre @ 12 lbs/acre	\$ <u>100.00</u> PER ACRE \$ <u>5,000.00</u>
42	100 ACRES	Seed mixture for Vegetation Enhancement Vegetative Species¹ Birdsfoot Trefoil ² Ky 31 Fescue ⁵ Red Clover	Rate/Acre @ 5 lbs/acre @ 5 lbs/acre @ 5 lbs/acre	\$ <u>30.00</u> PER ACRE \$ <u>3,000.00</u>
43	50 ACRES	Additional seed mixture for woodland land use projects. Vegetative Species¹ Black Locust ²	Rate/Acre @ 3 lbs/acre	\$ <u>1.00</u> PER ACRE \$ <u>50.00</u>
44	500 TONS	Agriculture Lime - 85% CaCO ₃	\$ <u>50.00</u> PER TON	\$ <u>25,000.00</u>
45	200 TONS	Fertilizer, 10-20-10	\$ <u>250.00</u> PER TON	\$ <u>50,000.00</u>
46	200 TONS	Mulch, Wood Fiber	\$ <u>100.00</u> PER TON	\$ <u>20,000.00</u>
47	200 TONS	Mulch, hay or straw	\$ <u>150.00</u> PER TON	\$ <u>30,000.00</u>
48	20 EA	Gabion Baskets 3"x3" mesh 3'x3'x6' Zinc Coated Steel Wire	\$ <u>10.00</u> EACH	\$ <u>200.00</u>

DEP15364 (cont)

49	200 TONS	Stone, 2" limestone or durable sandstone (DEP's choice) delivered to site	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>
50	200 TONS	Stone, Type 2 - Rip-Rap 24" x 6" limestone or durable sandstone (DEP's choice), delivered to site	\$ <u>25.00</u> PER TON	\$ <u>5,000.00</u>
51	200 TONS	Stone, Gabion 4" x 8" limestone or durable sandstone (DEP's choice), delivered to site	\$ <u>25.00</u> PER TON	\$ <u>5,000.00</u>
52	200 TONS	Stone, No. 57 limestone or durable sandstone (DEP's choice), delivered to site	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>
53	200 TONS	Stone 3" crusher run limestone or durable sandstone (DEP's choice), delivered to site	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>
54	200 TONS	Stone 1 1/2" crusher run limestone or durable sandstone (DEP's choice), delivered to site	\$ <u>40.00</u> PER TON	\$ <u>8,000.00</u>
55	500 LBS	Bentonite - Sealer	\$ <u>1.00</u> PER LB	\$ <u>500.00</u>
56	10 EA	HI-Q Corrugated Culvert 12" - 20' section	\$ <u>150.00</u> EACH	\$ <u>1,500.00</u>
57	10 EA	HI-Q Corrugated Culvert 18" - 20' section	\$ <u>250.00</u> EACH	\$ <u>2,500.00</u>
58	10 EA	HI-Q Corrugated Culvert 24" - 20' section	\$ <u>350.00</u> EACH	\$ <u>3,500.00</u>
59	100 HRS	Trash Water Pump 3" Dia. gas and/or diesel powered	\$ <u>5.00</u> PER HR	\$ <u>500.00</u>
60	100 HRS	Trash Water Pump 2" Dia. gas and/or diesel powered	\$ <u>5.00</u> PER HR	\$ <u>500.00</u>
61	2,000 SQ. YDS	Engineering Fabric for subsurface drainage - in accordance with Section 715.11.4 "Engineering Fabric" of the West Virginia Division of Highways, Standard Specifications Roads and Bridges (Non-Woven)	\$ <u>.50</u> PER SQ. YD	\$ <u>1,000.00</u>
62	2,000 SQ. YDS	Engineering Fabric for separation and stabilization - in accordance with Section 715.11.8 and 715.11.9 "Engineering Fabric" of the West Virginia Division of Highways, standard specification roads and bridges (Woven)	\$ <u>.75</u> PER SQ. YD	\$ <u>1,500.00</u>
63	1000 HRS	Laborer - To include basic hand tools i.e. shovel, chainsaw, drill, pole saw, etc., (unit price includes any per diem, transportation or other expenses)	\$ <u>60.00</u> PER HR	\$ <u>60,000.00</u>
64	250 HRS	Truck with snow blade; minimum 3/4 ton 4 wheel drive pickup with 7-8-foot wide snow blade	\$ <u>60.00</u> PER HR	\$ <u>15,000.00</u>

DEP15364 (cont)

65	1000 LF	Silt fence – Provide and install to manufacturer's specifications, minimum 24" high to conform to requirements of Section 715.11.5 of the WVDOH Standard Specification	\$.16 PER LF	\$ 160.00
66	100 CY	Grout – Provide and install grout to consist of one part Portland cement and three parts sand mixed with water to produce workable consistency. Cement to meet requirements of Section 701.1 or 701.2 and sand to meet requirements of 702.1 or 702.2 of WVDOH Standard Specifications	\$ 130.00 PER CY	\$ 13,000.00
67	100 CY	Concrete – Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications	\$ 150.00 PER CY	\$ 15,000.00
68	100 TON	Landfill disposal fee for trash and debris disposal. Transportation of items will be reimbursed under trucking bid item.	\$ 75.00 PER TON	\$ 7,500.00
69	100 EA	Hay bales, Hay bales will be provided on-site, installed and staked (wooden only) per standard OSR technical specifications.	\$ 5.00 EACH	\$ 500.00
70	60,000 UNITS	Emergency Leachate Hauling Price is for hauling 100 gallons 1 Mile (example 2000 gal truck hauling 10 miles= 200 units) Pay will only be for loaded miles, not return trip empty.	\$.15 /100 gal/mile	\$ 9,000.00
71	25 HRS	Push Type Sewer Line Inspection Camera capable of 100' of line depth with video recording capability to include labor, equipment and recorded media.	\$ 25.00 PER HR	\$ 625.00
TOTAL \$				675,285.00

NOTES:

- All items must be bid and bid in unit measure specified in the quantity column.
- All equipment identified by trade name is interchangeable with an equivalent approved by the Department of Environmental Protection.
- The quantities are applied for bidding purposes only, actual quantities shall be based on work performed and may be more or less depending on the necessity for maintenance work.
- All equipment used must be in good operable condition and be readily available.
- All materials must have approval from a DEP representative.
- Labor for operating equipment and installing all materials shall be incidental to each item.
- Labor - The contractor shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as established for various county, pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage Act.
- All pipe and fitting are delivered price.
- A warranty period of one (1) year shall commence upon completion and payment of the revegetation item per work directive.

RFQ No. DEP15364

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: Bail Contracting Inc.

Authorized Signature: Abigail Bail / Secretary Date: 4-4-11

State of West Virginia

County of Nicholes, to-wit:

Taken, subscribed, and sworn to before me this 4 day of April, 2011.

My Commission expires March 18, 2012



AFFIX SEAL HERE

NOTARY PUBLIC

Carol Rogers