



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  
**DEP15439**

PAGE  
**1**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

Plan B Contracting Inc.  
 HC 81, Box 261A  
 Lewisburg WV 24901

**ENVIRONMENTAL PROTECTION**  
**DEPARTMENT OF**  
**ENVIRONMENTAL REMEDIATION**  
**601 57TH STREET SE**  
**CHARLESTON, WV**  
**25304**      **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/20/2011				

BID OPENING DATE: **05/19/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p><b>SOUTHERN MAINTENANCE - MOWING AND SPRAYING</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE WV DEPARTMENT OF ENVIRONMENTAL PROTECTION'S LANDFILL CLOSURE ASSISTANCE PROGRAM (LCAP) IS SOLICITING BIDS FOR MOWING AND SPRAYING SERVICES AT VARIOUS CENTRAL AND SOUTHERN WV LANDFILLS AS PER THE FOLLOWING AND ATTACHED SPECIFICATIONS.</p> <p>MAXIMUM PROJECT EXPENDITURES SHALL NOT EXCEED \$25,000.00 PER PROJECT.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS 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>						

RECEIVED  
 2011 MAY 19 AM 9:47  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James W. Shute*      TELEPHONE: **304-645-4495**      DATE: **5/17/11**

TITLE: *Sec*      FEIN: **274714364**      ADDRESS CHANGES TO BE NOTED ABOVE

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



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S H P T O

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**CHARLESTON, WV**  
**25304**                      **304-926-0499**

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<p>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>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED IN THE COUNTY OF THE WORK, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James W. Shuler</i>	TELEPHONE <b>304-645-4495</b>	DATE <b>5/17/11</b>
TITLE <i>Asst</i>	FERN <b>274 714 365</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.)</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *James W. Shuler* TELEPHONE **304-645-4495** DATE **5/17/11**

TITLE *Asst* FEIN **274714364** ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **05/19/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>PROCUREMENT.</b></p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p style="text-align: center;"><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: DEP15439</p> <p>BID OPENING DATE: 05/19/2011</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 style="text-align: center;">-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jan W Shuler</i>	TELEPHONE <b>304-645-4495</b>	DATE <b>5/17/11</b>
TITLE <i>Sec</i>	FAX <b>274 714 365</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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**5**

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VENDOR

BUYER

**ENVIRONMENTAL PROTECTION  
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 25304 304-926-0499**

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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: -----						
***** THIS IS THE END OF RFQ DEP15439 ***** TOTAL:						<i>\$46,265.<sup>00</sup>/<sub>xx</sub></i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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DEP15439  
 BID SCHEDULE

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 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 unit rates.		
		Mowing:		
1	12 Acres	Mowing at Central WV Refuse Landfill	\$ <u>135.00</u> ACRE	\$ <u>1620.00</u>
2	24 Acres	Mowing at Don's Disposal Landfill	\$ <u>135.00</u> ACRE	\$ <u>3240.00</u>
3	30 Acres	Mowing at ERO Landfill	\$ <u>145.00</u> ACRE	\$ <u>4350.00</u>
4	15 Acres	Mowing at Fayette County Landfill	\$ <u>165.00</u> ACRE	\$ <u>2475.00</u>
5	22 Acres	Mowing at Fleming Landfill	\$ <u>135.00</u> ACRE	\$ <u>2970.00</u>
6	23 Acres	Mowing at Jackson County Landfill	\$ <u>150.00</u> ACRE	\$ <u>3450.00</u>
7	21 Acres	Mowing at Kanawha Western Landfill	\$ <u>145.00</u> ACRE	\$ <u>3045.00</u>
8	15 Acres	Mowing at McDowell County Landfill	\$ <u>225.00</u> ACRE	\$ <u>3375.00</u>
9	14 Acres	Mowing at Midwest Disposal Landfill	\$ <u>100.00</u> ACRE	\$ <u>1400.00</u>
10	10 Acres	Mowing at Mingo County Landfill	<del>\$ 225.00</del> 250.00 ACRE	\$ <u>2500.00</u>

11	13 Acres	Mowing at City of Montgomery Landfill	\$ <u>135.00</u> ACRE	\$ <u>1755.00</u>
12	12 Acres	Mowing at Pine Creek / Omar Landfill	\$ <u>250.00</u> ACRE	\$ <u>3000.00</u>
13	8 Acres	Mowing at City of South Charleston Landfill	\$ <u>200.00</u> ACRE	\$ <u>1600.00</u>
14	15 Acres	Mowing at Wyoming County Landfill	\$ <u>200.00</u> ACRE	\$ <u>3000.00</u>
		<b>Road spraying:</b>		
15	5100 LF	Road spraying at Central WV Refuse Landfill	\$ <u>.20</u> LF	\$ <u>1020.00</u>
16	4100 LF	Road spraying at Don's Disposal Landfill	\$ <u>.20</u> LF	\$ <u>820.00</u>
17	6500 LF	Road spraying at ERO Landfill	\$ <u>.10</u> LF	\$ <u>650.00</u>
18	5500 LF	Road spraying at Fayette County Landfill	\$ <u>.10</u> LF	\$ <u>550.00</u>
19	1400 LF	Road spraying at Fleming Landfill	\$ <u>.10</u> LF	\$ <u>140.00</u>
20	3000 LF	Road spraying at Jackson County Landfill	\$ <u>.10</u> LF	\$ <u>300.00</u>
21	2400 LF	Road spraying at Kanawha Western Landfill	\$ <u>.20</u> LF	\$ <u>480.00</u>
22	4800 LF	Road spraying at McDowell County Landfill	\$ <u>.20</u> LF	\$ <u>960.00</u>
23	5000 LF	Road spraying at Midwest Disposal Landfill	\$ <u>.10</u> LF	\$ <u>500.00</u>
24	3100 LF	Road spraying at Mingo County Landfill	\$ <u>.25</u> LF	\$ <u>775.00</u>
25	2500 LF	Road spraying at City of Montgomery Landfill	\$ <u>.10</u> LF	\$ <u>250.00</u>
26	2000 LF	Road spraying at Pine Creek / Omar Landfill	\$ <u>.20</u> LF	\$ <u>400.00</u>

27	5200 LF	Road spraying at City of South Charleston Landfill	\$ .20 LF	\$ 1040.00
28	600 LF	Road spraying at Wyoming County Landfill	\$ 1.00 LF	\$ 600.00
<b>TOTAL</b>				\$ 46,765.00
Authorized Signature: <u>Jama W. Shuler</u> Date: <u>5/17/11</u>				

## NOTES:

1. All items must be bid and bid in unit measure specified in the quantity column.
2. 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.



## Specifications

The State of West Virginia, Department of Environmental Protection, Landfill Closure Assistance Program (LCAP) is requesting quotes for landfill mowing and road spraying for Southern West Virginia.

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

### DEFINITIONS:

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

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

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

### SERVICES:

Mowing shall consist of providing all equipment, transportation, labor, materials, supplies, and permits for the mowing of all vegetation from the landfill "Cap Area", any brush along and within the diversion ditches around the cap area, inside tank area, 5 feet along all access roads, both sides of all fencing, all leachate transmission lines, roadways or paths leading to monitoring wells and a 15 foot radius around all wells. Contractor must abide and adhere to all OSHA safety and permitting requirements. Payment will be for completing all tasks at each individual landfill. The grass shall be mowed to the lowest height possible so as not to cause damage to the mowing equipment or the ground surface.

Road spraying shall consist of providing all equipment, transportation, labor, materials, supplies, and permits for the application of an herbicide to all areas where vehicles regularly travel, and covered with stone a width of at least 10 feet or where stone is present. Contractor must abide and adhere to all OSHA safety and permitting requirements. Payment will be for completing all tasks at each individual landfill. All access roads and roadways leading to monitoring wells and areas inside the tank enclosures (fences) shall be sprayed with an approved herbicide such as "Round Up" to kill all vegetation as directed by the project manager. Spraying shall be used at the manufacturer's suggested rates. Any garbage on or around the area shall be picked up and disposed of properly. All fencing, gates and gas vents at the landfill will be inspected and the project manager notified of any damages so that repairs can be made in a timely manner. Terrain may be rough or steep. Contractor shall be responsible for any damages to property, at their own cost, including but not limited to, clean-outs, lines, fences, buildings, utilities, wells, gas vents, roads, and etc.

Mowing and road spraying shall be not less than once per year per site or as requested by the project manager.

**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 mowing and road spraying in this contract

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

**ACCESS:**

The WVDEP/LCAP shall be responsible for retaining the right of entries.

**GENERAL CONDITIONS:**

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 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](http://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 satisfactory 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.

#### **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 AND 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 established in the contract.
- E. No single Work Directive will exceed \$25,000.

**AGENCY CONTACT:**

Mark Church  
Office: 304-872-3800  
Cell: 304-545-0793

## 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.

**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: Plan B Contracting Inc

Signed: Jan W. Shuck

Date: 5/17/11

Title: Sec.

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



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF GREENBRIER, TO-WIT:

I, Janet L. Shisler, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Plan B Contracting Inc.; and,
2. I do hereby attest that Plan B Contracting Inc.

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Plan B Contracting Inc
(Company Name)

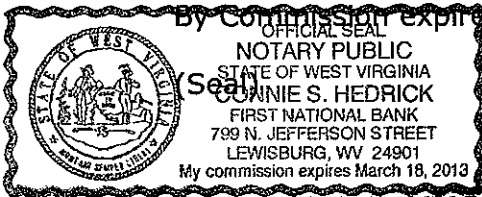
By: Janet L Shisler

Title: President

Date: May 17 2011

Taken, subscribed and sworn to before me this 17 day of May, 2011.

By Commission expires 3-18-2013



Connie S Hedrick
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. 15439

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

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

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

Authorized Signature: Janet L Shuster Pres Date: May 17 2011

State of West Virginia

County of Greenbrier, to-wit:

Taken, subscribed, and sworn to before me this 17 day of May, 2011.

My Commission expires 3-18, 2013.

NOTARY PUBLIC Connie S Hedrick

