

TITLE

Prisident

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

Request for

RFQ NUMBER DEP15590

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

*215152639 304-757-1508 TLC PROPERTY MAINTENANCE INC PO BOX 641

TEAYS WV 25569 **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 10/17/2011 BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 EΑ 962-73 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S REAP (REHABILITATION ENVIRONMENTAL ACTION PLAN) & PPOD (POLLUTION PREVENTION OPEN DUMP) PROGRAMS, ARE SOLICITING BIDS TO ESTABLISH A CONTRACT TO PROVIDE FOR THE REMEDIATION OF ILLEGAL DUMPS AND/OR TIRE PILES AND TO TRANSPORT SOLID WASTE AND/OR TIRES TO APPROVED DISPOSAL FACILITIES IN THE ATTACHED IDENTIFIED COUNTIES PER THE FOLLOWING SCOPE OF WORK, BID REQUIRE-MENTS, SPECIFICATIONS, TERMS & CONDITIONS, THE VENDOR QUALIFICATION SHEET, AND THE AGENCY APPROVED PROCEDURE FOR THE SECONDARY BID PROCESS & AWARD. THE SCOPE OF WORK, BID REQUIREMENTS, SPECIFICATIONS, TERMS & CONDITIONS, THE VENDOR QUALIFICATION SHEET, AND THE PROCEDURES FOR THE SECONDARY BID PROCESS AND AWARD ARE INCLUDED IN THE ATTACHED. PLEASE PAY CLOSE ATTENTION TO THE REQUIREMENTS FOR SUBIMSSION IN THIS BID PROCESS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE AND EXTENDS FOR A PERIOD OF ONE (1) UPON AWARD 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 "REASONABL SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE

134302924

304-757-1508

10-26-11

ADDRESS CHANGES TO BE NOTED ABOVE

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

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

ADDRESS CORRESPONDENCE TO ATTENTION OF:

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Department of Administration
Purchasing Division
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Charleston, WV 25305-0130

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

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*215152639 304-757-1508 TLC PROPERTY MAINTENANCE INC PO BOX 641 TEAYS WV 25569

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ENVIRONMENTAL PROTECTION
DEPARTMENT OF
DIVISION OF LAND RESTORATION
601 57TH STREET SE
CHARLESTON, WV

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SIGNATURE		•	<u> </u>	SEE RE	VERSE SIDE FOR 1	TELEPHONE		DATE	
	-					304-	757-1508		0-26-11
TITLE Prisid	nt	FE	13	430	2924		ADDRESS (CHANGES	TO BE NOTED ABOVE

DEP15590Vendor Bid Sheet

Vendors must mark <u>all</u> counties in which they wish to perform work <u>and</u> their maximum mobilization cost for each county. <u>Contractors may not add counties during the term of this contract.</u>

County	Requesting Qualification	Maximum Mobilization Cost *	County	Requesting Qualification	Maximum Mobilization Cost*
Barbour	V	0	Mercer	/	0
Berkeley		0	Mineral	V .	. 0
Boone	1	0	Mingo	V	0
Braxton	V	0	Monongalia	✓	0
Brooke	V	0	Monroe	/	0
Cabell	V	0	Morgan	✓	0
Calhoun	V	0	Nicholas	/	0
Clay	/	0	Ohio .	/	0
Doddridge	/	0	Pendleton	/	0
Fayette	V	0	Pleasants	V	0
Gilmer	/	0	Pocahontas	V	0
Grant	/	0	Preston	V	0
Greenbrier	/	0	Putnam	V	0
Hampshire		0	Raleigh	/	0
Hancock		0	Randolph	V	0
Hardy		0	Ritchie	√ ·	0
Harrison		0	Roane		0
Jackson	/	0	Summers	/	. 0
Jefferson	/	Ö	Taylor	_	0
Kanawha		0	Tucker	/	0
Lewis		0	Tyler	/	0
Lincoln	V	0	Upshur	/	0
Logan	V	0	Wayne	/	0
Marion	/	0	Webster	V	0
Marshall	/	0	Wetzel	/	0
Mason		0	Wirt	/	0
McDowell		0	Wood		0
			Wyoming	- /	0

^{*} Used only for awarding the small jobs less than \$ 2,500.00.



STATE OF WEST VIRGINIA

Offices of the Insurance Commissioner

EARL RAY TOMBLIN
Governor

MICHAEL D. RILEY
Acting Insurance Commissioner

September 30, 2011

TLC Property Maintenance, Inc. P. O. Box 641 Teays, WV 25569

RE: Exempt ID #WCEX17071

Dear Employer.

Your request for exemption from coverage for West Virginia Workers' Compensation insurance has been received and processed.

According to your application; you own the equipment used in your job duties, control your own work schedule, are not supervised by anyone, have no employees at the present time, do not expect to have any employees in the near future and you have elected out of coverage as either a sole proprietor, partner in a partnership, or officer of a corporation or an association. Therefore, based on the information provided, you are in compliance with West Virginia Workers' Compensation laws and rules and are exempted from the requirement to maintain West Virginia workers' compensation coverage. If any of the above underlined information is incorrect, this exemption is not valid.

This exemption for Shannon P. Simmons is valid until November 9, 2012 or until circumstances change which require you to maintain workers' compensation coverage, such as acquiring employees or a business reorganization. Hiring even one (1) employee not falling within this exemption would require you to obtain coverage. If such changes occur, you must either submit another request for exemption or obtain workers' compensation coverage. Failure to obtain the mandatory coverage can result in severe penalties such as an administrative fine up to \$10,000, financial responsibility for benefits incurred for any accidents and losses during periods when you are not insured, and placement on the Employer Violator System that can result in revocation of your business license and any other licenses, permits or certificates required to do business in West Virginia. Further, be reminded that in accordance with W.Va. Code §61-3-24e(5), it is a felony to knowingly and willingly make false statements respecting any information required to be provided under the WV Workers' Compensation Act. Upon conviction, the individual shall be confined in a penitentiary for up to three years, fined up to \$10,000, or both.

Please be advised that this exemption is advisory in nature and does not constitute any formal adjudication as to the workers' compensation status of your company. It is based solely on the information you provided to us in your application. If the information provided in the application is incorrect, then this exemption may also be erroneous. It is important for anyone relying on this exemption to be aware of this. This letter does not serve in lieu of a certificate of coverage in order to allow a prime contractor to avoid liability for employees of subcontractors under W. Va. Code § 23-2-1d.

Should you find that you are in need of workers compensation coverage, you may apply for coverage from one of the approved carriers of workers compensation. A list of these carriers can be found on our website at www.wvinsurance.gov underneath the box entitled Workers Compensation found in the center of the page. If you are unable to access the website for a list of these carriers, please feel free to contact our offices at (304) 558-6279.

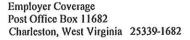
Sincerely,

Gregory L. Hughes

Offices of the Insurance Commissioner

We are an Equal Opportunity Employer

Telephone (304) 5586279 Facsimile (304) 558-5586 www.wvinsurance.gov





ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	endorsemendoji	CONTACT NAME:	Susan Kerns, Agent		
Ramsey Insurance Agency 4301 MacCorkle Ave SE PO Box 4025	Inc.	13/3/115-1	304.925.6789	FAX (A/C, No): 304.5	025.0149
Charleston, WV 25364		COSTOMERIO	INSURER(S) AFFORDING COV	/ERAGE	NAIC #
INSURED	2.70	INSURER A:	Essex	s	
TLC Property Mainte	enance,Inc.	INSURER B:			
P O Box641		INSURER C:			
Teays, WV 25569		INSURER D:			
		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 2011-20	.2	REVISI	ON NUMBER:	

COVERAGES	CERTIFICATE NUMBER: 2011-2012	REVISION NOMESTA
THIS IS TO CERTIFY THAT INDICATED. NOTWITHSTAN	THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED T NDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRAC IED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES	TOR OTHER DOCUMENT WITH RESPECT TO WHICH THIS S DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITI	ONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED	DBY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
LIK	GENERAL LIABILITY	III	TOUR	3DJ2108	10/10/2011	10/10/2012	EACH OCCURRENCE	\$	300,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	EXCLUDED
Α							PERSONAL & ADV INJURY	\$	300,000
							GENERAL AGGREGATE	\$	300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				1		PRODUCTS - COMP/OP AGG	\$	EXCLUDED
	POLICY PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	NON-OWNED AUTOS							\$	
	NON-OWNED AUTOS							\$	
-	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DEDUCTIBLE							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION						WC STATU- OTH- TORY LIMITS ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	× 1
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
	DECOMM HONOR OF ELECTRONIC SCION								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required) ITHIRTY DAY CANCELLATION NOTICE APPLIES

CERTIF	ICATE HOLDER	CANCELLATION	
FAX:	304.558.4115	THE EXPIRATION DA	ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ATE THEREOF, NOTICE WILL BE DELIVERED IN HE POLICY PROVISIONS.
Pur 201	State of West Virginia Purchasing Division 2019 Washington Street, East Charleston, WV 25304	AUTHORIZED REPRESENTA Susan Kerns/SK	Susanterno
-		@ 4000	anna ACADA CADDADATIAN All righte recensed

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: The Property Mai	ntenance Inc.
Authorized Signature:	Date:/
State ofV	
County of Pulnam, to-wit:	
Taken, subscribed, and sworn to before me this 4 day	of October, 2011.
My Commission expires legast 24	, 20]
AFFIX SEAL HERE	NOTORY PUBLIC Angla Je Melto

