



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 53929
 Doc Description: Southern Landfill Maintenance
 Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2015-03-24 | 2015-04-16 13:30:00 | CRFQ 0313 DEP1500000078 | 1 |

BID RECEIVING LOCATION
 BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR
 Vendor Name, Address and Telephone Number:
 Bail Contracting Inc. *C26082503
 2733 Canvas Nettie Road Vendor
 Canvas, WV 26662
 304 872-6963

04/16/15 11:12:29
 WV Purchasing Division

Total \$ 648,742.25

FOR INFORMATION CONTACT THE BUYER
 Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X *Abigail Bail / Vice President* FEIN # 55-076-5531 DATE 4-14-15

All offers subject to all terms and conditions contained in this solicitation

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 1 | Leachate System Cleaning: Central WV Refuse Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Central WV Refuse Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 2 | Leachate System Cleaning: Don's Disposal Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Don's Disposal Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 3 | Leachate System Cleaning: ERO Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

Bail Contracting Inc,
WV 010069
Obigail Bail / Vice President Total *648,742.25*
Page : 2

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: ERO Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 4 | Leachate System Cleaning: Fayette County Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Fayette County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 5 | Leachate System Cleaning: Fleming Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Fleming Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 6 | Leachate System Cleaning: Jackson County Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Jackson County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 7 | Leachate System Cleaning: Kanawha Western Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Kanawha Western Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 8 | Leachate System Cleaning: McDowell County Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: McDowell County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 9 | Leachate System Cleaning: Midwest Disposal Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: Midwest Disposal Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 10 | Leachate System Cleaning: Mingo County Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: Mingo County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 11 | Leachate System Cleaning: Montgomery Sanitary Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Montgomery Sanitary Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 12 | Leachate System Cleaning: Pine Creek Omar Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Pine Creek Omar Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 13 | Leachate System Cleaning: South Charleston Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: South Charleston Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 14 | Leachate System Cleaning: Webster County Landfill | 1.00000 | EA | 1.00 | 1.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: Webster County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 15 | Leachate System Cleaning: Wyoming County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: Wyoming County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 16 | Leachate Storage Tank Cleaning: Central WV Refuse Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Central WV Refuse Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 17 | Leachate Storage Tank Cleaning: Don's Disposal Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Don's Disposal Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 18 | Leachate Storage Tank Cleaning: Fayette County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Leachate Storage Tank Cleaning: Fayette County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 19 | Leachate Storage Tank Cleaning: Fleming Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Leachate Storage Tank Cleaning: Fleming Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 20 | Leachate Storage Tank Cleaning: Jackson County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Leachate Storage Tank Cleaning: Jackson County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 21 | Leachate Storage Tank Cleaning: Kanawha Western Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Kanawha Western Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 22 | Leachate Storage Tank Cleaning: McDowell County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: McDowell County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 23 | Leachate Storage Tank Cleaning: Midwest Disposal Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Midwest Disposal Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 24 | Leachate Storage Tank Cleaning: Mingo County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Mingo County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 25 | Leachate Storage Tank Cleaning: Montgomery Sanitary Landfil | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Montgomery Sanitary Landfil

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 26 | Leachate Storage Tank Cleaning: Pine Creek Omar Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Pine Creek Omar Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 27 | Leachate Storage Tank Cleaning: South Charleston Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: South Charleston Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 28 | Leachate Storage Tank Cleaning: Wyoming County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Wyoming County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 29 | Leachate Wet Land Maintenance: ERO Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Wet Land Maintenance: ERO Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-------------|------------|------------|-------------|
| 30 | Road Grading which includes ditch cleaning and road crowning | 57260.00000 | LF | .75 | 42,945.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Road Grading which includes ditch cleaning and road crowning, utilizing a road grader or dozer.

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| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-------------|------------|------------|-------------|
| 31 | Road Grading which includes leveling and filling in low spot | 57260.00000 | LF | 1.00 | 57,260.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Road Grading which includes leveling and filling in low spots utilizing a tractor and box blade.

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| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 32 | Mobile Jetter High-velocity hydraulic cleaning equipment | 100.00000 | HOUR | 40.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
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.

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| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------|-----------|------------|------------|-------------|
| 33 | Mobile vacuum | 100.00000 | HOUR | 40.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Mobile Vacuum minimum 1,500 gallons storage, capable of 400 cfm @ 20hg.

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| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------|-----------|------------|------------|-------------|
| 34 | Crawler Dozer | 300.00000 | HOUR | 50.00 | 15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Crawler Dozer-Caterpillar D6H.or equivalent with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade

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| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------|-----------|------------|------------|-------------|
| 35 | Crawler Dozer | 300.00000 | HOUR | 75.00 | 22,500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Crawler Dozer-Caterpillar D3G or equivalent with 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------|-----------|------------|------------|-------------|
| 36 | Hydraulic Excavator/Backhoe | 200.00000 | HOUR | 50.00 | 10,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Hydraulic Excavator/Backhoe, Caterpillar 325 or equivalent, with 80 net minimum flywheel horsepower equipped with standard buckets.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 37 | John Deere 310 Loader/Backhoe or equal | 250.00000 | HOUR | 40.00 | 10,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
John Deere 310 Loader/Backhoe or equivalent, with 80 net minimum flywheel horsepower equipped with standard buckets

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------------------|-----------|------------|------------|-------------|
| 38 | Hydraulic Mini Excavator/Backhoe | 250.00000 | HOUR | 80.00 | 20,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Hydraulic Mini Excavator/Backhoe, Caterpillar 304 or equivalent, with 36 net minimum flywheel hp. Max reach at groundlevel 12'4" equipped with standard bucket.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 39 | Skid Steer Loader, Bob Cat S15 or equivalent | 250.00000 | HOUR | 55.00 | 13,750.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Skid Steer Loader, Bob Cat S15 or equivalent with 47 net minimum flywheel horsepower.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------|-----------|------------|------------|-------------|
| 40 | Articulated Truck | 100.00000 | HOUR | 30.00 | 3,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Articulated Truck, Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------|-----------|------------|------------|-------------|
| 41 | Tandem Axle Rear Dump Truck | 100.00000 | HOUR | 60.00 | 6,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Truck, Tandem Axle Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 42 | Seed Mixture to be applied after seed bed preparation. | 50.00000 | ACRE | 100.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Seed Mixture:
Vegetative Species Rate/Acre
Birdsfoot Trefoil @ 15lb/acre
Redtop @ 31lb/acre
Cory 31 Fescue @ 15lb/acre
Wheat or Rye @ 50lb/acre
Orchard Grass @ 15lb/acre
Weeping Lovegrass @ 2lb/acre
Red Clover @ 10lb/acre
Cocktail Millet @ 12lb/acre

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 43 | Seed Mixture for Vegetation Enhancement | 100.00000 | ACRE | 30.00 | 3,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Seed Mixture:
 Vegetative Species Rate/Acre
 Birdsfoot Trefoil @ 5lb/acre
 Ky 31 Fescue @ 5lb/acre
 Red Clover @ 10lb/acre

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 44 | Additional Seed Mixture for Woodland Land Use Projects | 50.00000 | ACRE | 1.00 | 50.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Seed Mixture:
 Vegetative Species Rate/Acre
 Black Locust @ 3lb/acre

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------------|-----------|------------|------------|-------------|
| 45 | Agriculture Lime 85% CACO | 500.00000 | TON | 50.00 | 25,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Agriculture Lime 85% CACO

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------|-----------|------------|------------|-------------|
| 46 | Fertilizer, 10-20-10 | 100.00000 | TON | 250.00 | 25,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Fertilizer, 10-20-10

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------|-----------|------------|------------|-------------|
| 47 | Mulch, Wood Fiber | 200.00000 | TON | 25.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 6122000 | | | |

Extended Description :
Mulch, Wood Fiber

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------|-----------|------------|------------|-------------|
| 48 | Mulch, Hay of Straw | 200.00000 | TON | 150.00 | 30,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Mulch, Hay of Straw

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 49 | Gabion Baskets 3"X3" mesh, 3'X3'X6' Zinc Coated Steel Wire | 20.00000 | EA | 10.00 | 200.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Gabion Baskets 3"X3" mesh, 3'X3'X6' Zinc Coated Steel Wire

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 50 | Stone, 2" Limestone or Durable Sandstone | 200.00000 | TON | 40.00 | 8,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Stone, 2" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------------------|-----------|------------|------------|-------------|
| 51 | Stone, Type 2 Rip-Rap 24" X 6" | 200.00000 | TON | 40.00 | 8,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Stone, Type 2 Rip-Rap 24" X 6" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 52 | Stone, Gabion 4" X 8" Limestone or Durable Sandstone | 200.00000 | TON | 25.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Stone, Gabion 4" X 8" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 53 | Stone, No. 57 Limestone or Durable Sandstone | 200.00000 | TON | 40.00 | 8,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Stone, No. 57 Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 54 | Stone, Crusher Run Limestone or Durable Sandstone | 200.00000 | TON | 40.00 | 8,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Stone, 3" Crusher Run Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 55 | Stone, 1.5" Crusher Run Limestone or Durable Sandstone | 200.00000 | TON | 40.00 | 8,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Stone, 1 1/2" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-----------|------------|------------|-------------|
| 56 | Bentonite Sealer | 500.00000 | LB | 50 | 250.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Bentonite Sealer

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 57 | HI-Q Corrugated Culvert 12" 20' Section | 10.00000 | EA | 150.00 | 1500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 HI-Q Corrugated Culvert 12" 20' Section

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 58 | HI-Q Corrugated Culvert 18" 20' Section | 10.00000 | EA | 250.00 | 2,500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
HI-Q Corrugated Culvert 18" 20' Section

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 59 | HI-Q Corrugated Culvert 24" 20' Section | 10.00000 | EA | 350.00 | 3,500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
HI-Q Corrugated Culvert 24" 20' Section

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 60 | Trash Water Pump, 3" Diameter gas or diesel powered. | 100.00000 | HOUR | 5.00 | 500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Trash Water Pump, 3" Diameter gas or diesel powered.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 61 | Trash Water Pump, 2" Diameter gas or diesel powered. | 100.00000 | HOUR | 5.00 | 500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Trash Water Pump, 2" Diameter gas or diesel powered.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|------------|------------|------------|-------------|
| 62 | Engineering Fabric | 2000.00000 | SY | 50 | 1,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 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)

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|------------|------------|------------|-------------|
| 63 | Engineering Fabric | 2000.00000 | SY | .15 | 1500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
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 Specifications Roads and Bridges (woven)

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|------------|------------|------------|-------------|
| 64 | Laborer | 1000.00000 | HOUR | 60.00 | 60,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Laborer: To include basic hand tools, i.e. shovel, chainsaw, drill, pole saw, etc. (unit price includes any per diem, transportation of other expenses)

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------|-----------|------------|------------|-------------|
| 35 | Truck with Snow Blade | 250.00000 | HOUR | 60.00 | 15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Truck with Snow Blade, minimum 3/4 ton 4-wheel drive pickup with 7-8 foot wide snow blade.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|------------|------------|------------|-------------|
| 66 | Silt Fence | 1000.00000 | LF | .16 | 160.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

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 Specifications.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|-----------|------------|------------|-------------|
| 67 | Grout | 100.00000 | CY | 130.00 | 13,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 6122000 | | | |

Extended Description :

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

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|-----------|------------|------------|-------------|
| 68 | Concrete | 100.00000 | CY | 150.00 | 15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Concrete: Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------|-----------|------------|------------|-------------|
| 69 | Landfill Disposal Fee | 100.00000 | TON | 75.00 | 7,500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Landfill Disposal Fee for trash and debris disposal. Transportation of items will be reimbursed under the Turcking bid item.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|-----------|------------|------------|-------------|
| 70 | Hay Bales | 100.00000 | EA | 5.00 | 500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Hay Bales will be provided on-site, installed and staked (wooden only) per standard OSR technical specifications.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------------|-------------|------------|------------|-------------|
| 71 | Emergency Leachate Hauling | 60000.00000 | UNIT | .25 | 15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Emergency Leachate Hauling: Price is for hauling 100 gallons 1 mile (example: 2000 gal truckhauling 10 miles = 200 Units) Pay will only be for loaded miles, not return trip empty.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 72 | Push Type Sewer Line Inspection Camera | 25.00000 | HOUR | 25.00 | 625.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Push Type Sewer Line Inspection Camera capable of 100' of line depth with video recording capability, to include labor, equipment and recorded media.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 73 | Miscellaneous Material Cost not specifically listed. | 1.00000 | EA | 1.25 | 1.25 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Actual miscellaneous material cost not specifically listed in this contract, such as small diameter piping, hardware, electrical components and other items necessary for repairs approved by DEP prior to purchase.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 74 | Asphalt by the ton, DEP choice base coat or top coat. | 100.00000 | TON | 150.00 | 15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Asphalt by the ton, DEP choice base coat or top coat.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 75 | BOMAG BW124PDH-40 Single Padfoot Drum Vibratory Compactor | 100.00000 | HOUR | 50.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 BOMAG BW124PDH-40 Single Padfoot Drum Vibratory Compactor Centrifugal force range (Lbs): 9,675-19,125

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 76 | Farm Tractor: 40 to 50 flywheel horsepower | 100.00000 | HOUR | 50.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Farm Tractor, 40 to 50 flywheel horsepower including attachments, ie. discs, cultivators, manure spreader, post driver/auger, seed planter, tiller brush hog, etc.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|------------|------------|------------|-------------|
| 77 | Dust Control using Liquid Calcium Chloride | 6000.00000 | GL | 2.00 | 12,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Dust Control using Liquid Calcium Chloride. Apply 32% Liquid 2lbs/square yard at application rate of .28gallons/square yard.

Total 648,742.25
 Bail Contracting Inc.
 Abigail Bail, Vice President
 WV 010269

| | | | |
|--------------|--------------------------------|--|----------------------------|
| DEP150000078 | Document Phase Final | Document Description Southern Landfill Maintenance | Page 33 of 33 |
|--------------|--------------------------------|--|----------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Total 648,742.25

Bail Contracting Inc.
Abigail Bail / Vice President
NVA0069

Attachment A

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 | Central WV Disposal 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 | South Charleston Landfill | Kanawha County |
| 7 | Kanawha Western Landfill | Kanawha County | 14 | Webster County Landfill | Webster County |
| | | | 15 | Wyoming County Landfill | Wyoming County |

Location maps as well as pictures and directions to the sites may be found on the WV-DEP LCAP website at: <http://www.dep.wv.gov/dlr/ocrlcap/Pages/default.aspx>

Attachment B

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 | 73,500 | 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 |
| Webster County Landfill | 3800 | N/A | N/A | 4000 |

REQUEST FOR QUOTATION
Southern Landfill Maintenance

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection to establish an open-end contract for repair and maintenance of landfills in Southern West Virginia. There will be no engineering services for this contract.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 **“WVDEP”** means the West Virginia Department of Environmental Protection.

 - 2.5 **“LCAP”** means the Landfill Closure Assistance Program.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **General:**
 - 3.1.1.1 The Awarded Vendor shall furnish all personnel, facilities, equipment, materials supplies, and services for all the scope of work required in this contract.

 - 3.1.1.2 The location of the landfills under this contract are listed in “Attachment A”

REQUEST FOR QUOTATION
Southern Landfill Maintenance

- 3.1.1.3** The WVDEP/LCAP shall be responsible for retaining the right of entries.
- 3.1.1.4** The vendor 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.
- 3.1.1.5** The vendor will be responsible for contacting Miss Utility.
- 3.1.1.6** The vendor will be held responsible for all cost associated for replacing or repairing any utilities damaged by the vendor. WVDEP will not reimburse vendor for any repair or replacement of any such damaged utility.
- 3.1.1.7** WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons.
- 3.1.1.8** The vendor will be responsible for obtaining and complying with any city or county ordinances, such as building or demolition permits.
- 3.1.1.9** The vendor 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.
- 3.1.1.10** In accomplishing services to fulfill the requirements of this RFQ, neither the vendor nor their 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.
- 3.1.1.11** Prior to commencement of work, the vendor'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 of other causes, the original equipment cannot be operated efficiently, the vendor shall deliver to the site satisfactory replacement equipment. No additional

REQUEST FOR QUOTATION
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payment shall be allowed for replacement of defective or inadequate equipment. WVDEP shall be the final judge as to the adequacy of the equipment.

- 3.1.1.12** 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.
- 3.1.1.13** Work will be ordered by the Director of LCAP or his representative 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).
- 3.1.1.14** The vendor shall acknowledge receipt and acceptance by signing, dating and forwarding back to the Director of his representative, the Work Directive for the project requested. The cost estimate shall be in accordance with the unit prices provided in the Bid Schedule.
- 3.1.1.15** A Work Directive may contain work directives for more than one site if the sites are in close proximity of each other.
- 3.1.1.16** WV DEP 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.
- 3.1.1.17** Project costs should not exceed the amount to the Work Directive. Any changes pertaining to the Work Directive shall require written justification and approval from WVDEP.
- 3.1.1.18** Individual Work Directives will not exceed \$25,000.00.
- 3.1.1.19** Payment to the vendor will be made on the basis of the items and unit prices outlined in the Purchase Order and Work Directive.
- 3.1.1.20** The vendor shall submit an invoice upon completion of work specified in the Work Directive. Invoices must be submitted for each individual Work Directive and

REQUEST FOR QUOTATION
Southern Landfill Maintenance

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 WVDEP. No invoices will be paid in excess of the amount on the Work Directive. No payment(s) will be authorized for any work incurred as a result of any error on the part of the vendor.

3.1.1.21 Before any invoice is processed for payment, the work performed during the specified timeframe shall be verified by WVDEP.

3.1.1.22 The vendor 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 vendor on the Bid Schedule.

3.1.2 Leachate System Cleaning

3.1.2.1 Provide all equipment, transportation, labor, materials, supplies permits and disposal 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.

3.1.3 Leachate Storage Tank Cleaning

3.1.3.1 Provide all equipment, transportation, labor, materials, supplies and 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,

REQUEST FOR QUOTATION
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transporting and disposal of the debris and rinsate resulting from the cleaning of the designated tanks.

3.1.3.2 The vendor must abide and adhere to all OSHA safety and permitting requirements for confined space entry and associated regulations.

3.1.3.3 Payment will be for completing all tasks at each individual landfill.

3.1.4 Leachate Wet Land Maintenance

3.1.4.1 Provide all equipment, transportation, labor, supplies, permits and disposals for the cleaning of all wetland structures. Remove and dispose of approximately 50% of all vegetative material from the wetland ponds.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by indicating their unit price for each item noted. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

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5 Ordering Procedure:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 10 working day after orders are received. Vendor shall deliver emergency orders within 5 working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the

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Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

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Southern Landfill Maintenance

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Abigail Bail
Telephone Number: 304 872-6963
Fax Number: 304 872-0107
Email Address: bailcon86@hotmail.com

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email:

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

- BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

- ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of 1 (one) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed ³⁶ _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00 _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Bail Contracting Inc.

Contractor's License No. WV 010069

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts
Only)**

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Bail Contracting Inc.
(Company)

Abigail Bail / Vice President
(Authorized Signature) (Representative Name, Title)

304872-6963 304872-0107 4-14-15
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: NONE
(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Bail Contracting Inc.
Company

Abigail Bail / Vice President
Authorized Signature

4-14-15
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 53929

Doc Description: Addendum 01: To modify the solicitation per the attached.

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2015-04-16 | 2015-04-30 13:30:00 | CRFQ 0313 DEP1500000078 | 2 |

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Bail Contracting Inc.
2733 Canvas Nette Road
Canvas, WV 26662
304 872-6963

** 260 82503*
Vendor

04/30/15 11:20:00
 WV Purchasing Division

Total \$648,742.25

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X *Abigail Bail / Nicole R... FEIN # 55-076-5531*

DATE *4-29-15*

All offers subject to all terms and conditions contained in this solicitation

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 1 | Leachate System Cleaning: Central WV Refuse Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Central WV Refuse Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 2 | Leachate System Cleaning: Don's Disposal Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Don's Disposal Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 3 | Leachate System Cleaning: ERO Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

Bail Contracting Inc.
WV 010069
Abigail Bail / Vice President
Page : 2

Total \$ 648,742.25

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: ERO Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 4 | Leachate System Cleaning: Fayette County Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Fayette County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 5 | Leachate System Cleaning: Fleming Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Fleming Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 6 | Leachate System Cleaning: Jackson County Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Jackson County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 7 | Leachate System Cleaning: Kanawha Western Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Kanawha Western Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 8 | Leachate System Cleaning: McDowell County Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: McDowell County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 9 | Leachate System Cleaning: Midwest Disposal Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: Midwest Disposal Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 10 | Leachate System Cleaning: Mingo County Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: Mingo County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 11 | Leachate System Cleaning: Montgomery Sanitary Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Montgomery Sanitary Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 12 | Leachate System Cleaning: Pine Creek Omar Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate System Cleaning: Pine Creek Omar Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 13 | Leachate System Cleaning: South Charleston Landfill | 1.00000 | EA | 4,000.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: South Charleston Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 14 | Leachate System Cleaning: Webster County Landfill | 1.00000 | EA | 1.00 | 1.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: Webster County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 15 | Leachate System Cleaning: Wyoming County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate System Cleaning: Wyoming County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 16 | Leachate Storage Tank Cleaning: Central WV Refuse Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Central WV Refuse Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 17 | Leachate Storage Tank Cleaning: Don's Disposal Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Don's Disposal Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 18 | Leachate Storage Tank Cleaning: Fayette County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate Storage Tank Cleaning: Fayette County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 19 | Leachate Storage Tank Cleaning: Fleming Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate Storage Tank Cleaning: Fleming Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 20 | Leachate Storage Tank Cleaning: Jackson County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Leachate Storage Tank Cleaning: Jackson County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 21 | Leachate Storage Tank Cleaning: Kanawha Western Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Kanawha Western Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 22 | Leachate Storage Tank Cleaning: McDowell County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: McDowell County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 23 | Leachate Storage Tank Cleaning: Midwest Disposal Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Leachate Storage Tank Cleaning: Midwest Disposal Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 24 | Leachate Storage Tank Cleaning: Mingo County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Leachate Storage Tank Cleaning: Mingo County Landfill

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 25 | Leachate Storage Tank Cleaning: Montgomery Sanitary Landfil | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Leachate Storage Tank Cleaning: Montgomery Sanitary Landfil

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|---------|------------|------------|-------------|
| 26 | Leachate Storage Tank Cleaning: Pine Creek Omar Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: Pine Creek Omar Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 27 | Leachate Storage Tank Cleaning: South Charleston Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Leachate Storage Tank Cleaning: South Charleston Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 28 | Leachate Storage Tank Cleaning: Wyoming County Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Leachate Storage Tank Cleaning: Wyoming County Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 29 | Leachate Wet Land Maintenance: ERO Landfill | 1.00000 | EA | 5,000.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Leachate Wet Land Maintenance: ERO Landfill

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-------------|------------|------------|-------------|
| 30 | Road Grading which includes ditch cleaning and road crowning | 57260.00000 | LF | .75 | 42,945.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Road Grading which includes ditch cleaning and road crowning, utilizing a road grader or dozer.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-------------|------------|------------|-------------|
| 31 | Road Grading which includes leveling and filling in low spot | 57260.00000 | LF | 1.00 | 57,260.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Road Grading which includes leveling and filling in low spots utilizing a tractor and box blade.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 32 | Mobile Jetter High-velocity hydraulic cleaning equipment | 100.00000 | HOUR | 40.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
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.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------|-----------|------------|------------|-------------|
| 33 | Mobile vacuum | 100.00000 | HOUR | 40.00 | 4,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Mobile Vacuum minimum 1,500 gallons storage, capable of 400 cfm @ 20hg.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------|-----------|------------|------------|-------------|
| 34 | Crawler Dozer | 300.00000 | HOUR | 50.00 | 15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Crawler Dozer-Caterpillar D6H or equivalent with 165 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------|-----------|------------|------------|-------------|
| 35 | Crawler Dozer | 300.00000 | HOUR | 75.00 | 22,500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Crawler Dozer-Caterpillar D3G or equivalent with 52 minimum flywheel horsepower, equipped with a straight or angle-type dozer blade

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------|-----------|------------|------------|-------------|
| 36 | Hydraulic Excavator/Backhoe | 200.00000 | HOUR | 50.00 | 10,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Hydraulic Excavator/Backhoe, Caterpillar 325 or equivalent, with 80 net minimum flywheel horsepower equipped with standard buckets.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 37 | John Deere 310 Loader/Backhoe or equal | 250.00000 | HOUR | 40.00 | 10,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
John Deere 310 Loader/Backhoe or equivalent, with 80 net minimum flywheel horsepower equipped with standard buckets

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------------------|-----------|------------|------------|-------------|
| 38 | Hydraulic Mini Excavator/Backhoe | 250.00000 | HOUR | 80.00 | 20,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Hydraulic Mini Excavator/Backhoe, Caterpillar 304 or equivalent, with 36 net minimum flywheel hp. Max reach at groundlevel 12'4" equipped with standard bucket.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 39 | Skid Steer Loader, Bob Cat S15 or equivalent | 250.00000 | HOUR | 55.00 | 13,750.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Skid Steer Loader, Bob Cat S15 or equivalent with 47 net minimum flywheel horsepower.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------|-----------|------------|------------|-------------|
| 40 | Articulated Truck | 100.00000 | HOUR | 30.00 | 3,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
 Articulated Truck, Caterpillar D250E or equivalent with 260 minimum flywheel horsepower with minimum 25 ton capacity.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------------|-----------|------------|------------|-------------|
| 41 | Tandem Axle Rear Dump Truck | 100.00000 | HOUR | 60.00 | 6,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Truck, Tandem Axle Rear Dump, 8 to 10 cubic yard capacity, 35,000 GVW minimum, 210 flywheel horsepower.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 42 | Seed Mixture to be applied after seed bed preparation. | 50.00000 | ACRE | 100.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Seed Mixture:
Vegetative Species Rate/Acre
Birdsfoot Trefoil @ 15lb/acre
Redtop @ 31lb/acre
Ky 31 Fescue @ 15lb/acre
Wheat or Rye @ 50lb/acre
Orchard Grass @ 15lb/acre
Weeping Lovegrass @ 2lb/acre
Red Clover @ 10lb/acre
Foxtail Millet @ 12lb/acre

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 43 | Seed Mixture for Vegetation Enhancement | 100.00000 | ACRE | 30.00 | 3,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Seed Mixture:
Vegetative Species Rate/Acre
Birdsfoot Trefoil @ 5lb/acre
Ky 31 Fescue @ 5lb/acre
Red Clover @ 10lb/acre

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 44 | Additional Seed Mixture for Woodland Land Use Projects | 50.00000 | ACRE | 1.00 | 50.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Seed Mixture:
Vegetative Species Rate/Acre
Black Locust @ 3lb/acre

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------------|-----------|------------|------------|-------------|
| 45 | Agriculture Lime 85% CACO | 500.00000 | TON | 50.00 | 25,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Agriculture Lime 85% CACO

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------|-----------|------------|------------|-------------|
| 46 | Fertilizer, 10-20-10 | 100.00000 | TON | 250.00 | 25,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Fertilizer, 10-20-10

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------|-----------|------------|------------|-------------|
| 47 | Mulch, Wood Fiber | 200.00000 | TON | 25.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Mulch, Wood Fiber

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------|-----------|------------|------------|-------------|
| 48 | Mulch, Hay of Straw | 200.00000 | TON | 150.00 | 30,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Mulch, Hay of Straw

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 49 | Gabion Baskets 3"X3" mesh, 3'X3'X6' Zinc Coated Steel Wire | 20.00000 | EA | 10.00 | 200.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Gabion Baskets 3"X3" mesh, 3'X3'X6' Zinc Coated Steel Wire

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 50 | Stone, 2" Limestone or Durable Sandstone | 200.00000 | TON | 40.00 | 8,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Stone, 2" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------------------|-----------|------------|------------|-------------|
| 51 | Stone, Type 2 Rip-Rap 24" X 6" | 200.00000 | TON | 40.00 | 8,060.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Stone, Type 2 Rip-Rap 24" X 6" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 52 | Stone, Gabion 4" X 8" Limestone or Durable Sandstone | 200.00000 | TON | 25.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Stone, Gabion 4" X 8" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 53 | Stone, No. 57 Limestone or Durable Sandstone | 200.00000 | TON | 40.00 | 8,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Stone, No. 57 Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 54 | Stone, Crusher Run Limestone or Durable Sandstone | 200.00000 | TON | 40.00 | 8,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Stone, 3" Crusher Run Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 55 | Stone, 1.5" Crusher Run Limestone or Durable Sandstone | 200.00000 | TON | 40.00 | 8,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Stone, 1 1/2" Limestone or Durable Sandstone (DEP's choice) Delivered to site.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-----------|------------|------------|-------------|
| 56 | Bentonite Sealer | 500.00000 | LB | 50 | 250.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Bentonite Sealer

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 57 | HI-Q Corrugated Culvert 12" 20' Section | 10.00000 | EA | 150.00 | 1,500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
HI-Q Corrugated Culvert 12" 20' Section

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 58 | HI-Q Corrugated Culvert 18" 20' Section | 10.00000 | EA | 250.00 | 2500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
HI-Q Corrugated Culvert 18" 20' Section

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|----------|------------|------------|-------------|
| 59 | HI-Q Corrugated Culvert 24" 20' Section | 10.00000 | EA | 350.00 | 3500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
HI-Q Corrugated Culvert 24" 20' Section

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 60 | Trash Water Pump, 3" Diameter gas or diesel powered. | 100.00000 | HOUR | 5.00 | 500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Trash Water Pump, 3" Diameter gas or diesel powered.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 61 | Trash Water Pump, 2" Diameter gas or diesel powered. | 100.00000 | HOUR | 5.00 | 500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Trash Water Pump, 2" Diameter gas or diesel powered.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|------------|------------|------------|-------------|
| 62 | Engineering Fabric | 2000.00000 | SY | .50 | 1,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

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)

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|------------|------------|------------|-------------|
| 63 | Engineering Fabric | 2000.00000 | SY | .75 | 1,500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

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 Specifications Roads and Bridges (woven)

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|------------|------------|------------|-------------|
| 64 | Laborer | 1000.00000 | HOUR | 60.00 | 60,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Laborer: To include basic hand tools, i.e. shovel, chainsaw, drill, pole saw, etc. (unit price includes any per diem, transportation of other expenses)

| INVOICE TO | | SHIP TO | |
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| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------|-----------|------------|------------|-------------|
| 65 | Truck with Snow Blade | 250.00000 | HOUR | 60.00 | 15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
Truck with Snow Blade, minimum 3/4 ton 4-wheel drive pickup with 7-8 foot wide snow blade.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|------------|------------|------------|-------------|
| 66 | Silt Fence | 1000.00000 | LF | .16 | 160.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
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 Specifications.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|-----------|------------|------------|-------------|
| 67 | Grout | 100.00000 | CY | 130.00 | 13,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :
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

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|-----------|------------|------------|-------------|
| 68 | Concrete | 100.00000 | CY | 150.00 | 15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Concrete: Provide and install Class B concrete to meet applicable provisions of Section 601 of the WVDOH Standard Specifications.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-----------------------|-----------|------------|------------|-------------|
| 69 | Landfill Disposal Fee | 100.00000 | TON | 75.00 | 7,500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Landfill Disposal Fee for trash and debris disposal. Transportation of items will be reimbursed under the Turcking bid item.

| INVOICE TO | | SHIP TO | |
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| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|-----------|------------|------------|-------------|
| 70 | Hay Bales | 100.00000 | EA | 5.00 | 500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Hay Bales will be provided on-site, installed and staked (wooden only) per standard OSR technical specifications.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------------|-------------|------------|------------|-------------|
| 71 | Emergency Leachate Hauling | 60000.00000 | UNIT | 25 | 15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Emergency Leachate Hauling: Price is for hauling 100 gallons 1 mile (example: 2000 gal truckhauling 10 miles = 200 Units) Pay will only be for loaded miles, not return trip empty.

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 72 | Push Type Sewer Line Inspection Camera | 25.00000 | HOUR | 25.00 | 625.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Push Type Sewer Line Inspection Camera capable of 100' of line depth with video recording capability, to include labor, equipment and recorded media.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 73 | Miscellaneous Material Cost not specifically listed. | 1.00000 | EA | 1.25 | 1.25 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Actual miscellaneous material cost not specifically listed in this contract, such as small diameter piping, hardware, electrical components and other items necessary for repairs approved by DEP prior to purchase.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 74 | Asphalt by the ton, DEP choice base coat or top coat. | 100.00000 | TON | 150.00 | 15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Asphalt by the ton, DEP choice base coat or top coat.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|-----------|------------|------------|-------------|
| 75 | BOMAG BW124PDH-40 Single Padfoot Drum Vibratory Compactor | 100.00000 | HOUR | 50.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

BOMAG BW124PDH-40 Single Padfoot Drum Vibratory Compactor Centrifugal force range (Lbs): 9,675-19,125

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----------|------------|------------|-------------|
| 76 | Farm Tractor: 40 to 50 flywheel horsepower | 100.00000 | HOUR | 50.00 | 5,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Farm Tractor, 40 to 50 flywheel horsepower including attachments, ie. discs, cultivators, manure spreader, post driver/auger, seed planter, tiller brush hog, etc.

| INVOICE TO | | SHIP TO | |
|---|--|--|--|
| ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US | | STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|------------|------------|------------|-------------|
| 77 | Dust Control using Liquid Calcium Chloride | 6000.00000 | GL | 2.00 | 12,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 76122000 | | | |

Extended Description :

Dust Control using Liquid Calcium Chloride. Apply 32% Liquid 2lbs/square yard at application rate of .28gallons/square yard.

Total \$ 648,742.25

Bail Contracting Inc.
Abigail Bail / Vice President
WV 010069

| | Document Phase | Document Description | Page |
|--------------|----------------|---|----------|
| DEP150000078 | Final | Addendum 01: To modify the solicitation per the attached. | 33 of 33 |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Total \$ 648,742.25

Bail Contracting Inc.
Abigail Bail / Vice President
WR010069

SOLICITATION NUMBER: CRFQ DEP1500000078

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

This addendum is being issued to modify the solicitation per the following:

1. Multiple copies of the terms and conditions were uploaded, those have been deleted and the corrected version of the terms and conditions are now being issued with this addendum.
2. The deadline for question submittal has been extended to April 24, 2015 at 5:00 PM, EST.
3. The bid opening date and time has been extended to April 30, 2015 at 1:30 PM, EST.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: April 24, 2015 at 5:00 PM, EST

Submit Questions to: **Beth A. Collins, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: beth.a.collins@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

April 30, 2015 at 1:30 PM, EST.

Bid Opening Date and Time:
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of 1 (one) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 3 (three) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 (thirty-six) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

_____ for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. .

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

32. ANTI-TRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Bail Contracting Inc.
(Company)

Abigail Bail / Vice President
(Authorized Signature) (Representative Name, Title)

304 872-6963 304 872-0107 4-29-15
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP150000078

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Bail Contracting Inc.
Company
Abigail Bail / Vice President
Authorized Signature
4-29-15
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number:

WV010069

Classification:

GENERAL BUILDING
RESIDENTIAL
EXCAVATION
SPECIALTY

BAIL CONTRACTING INC
DBA BAIL CONTRACTING INC
2733 CANVAS NETTIE ROAD
CANVAS, WV 26662-4085

Date Issued

Expiration Date

| | |
|------------------|------------------|
| OCTOBER 28, 2014 | OCTOBER 28, 2015 |
|------------------|------------------|

Abigail Bail / Secretary
Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2015

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 Jim Lively Ins.(Summersville) 669 West Webster Rd Summersville, WV 26661 Kenny Baker, AAI | CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): | |
| | B-MAIL ADDRESS: | |
| INSURED Bail Contracting Inc. 2733 Canvas-Nettie Rd Canvas, WV 26662 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: State Auto Group | NAIC # 25127 |
| | INSURER B: BrickStreet Mutual Ins. | NAIC # 12372 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR (NEE) (WVD) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------------------|---------------|-------------------------|-------------------------|---|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | BOP2645360 | 06/08/2014 | 06/08/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | BAP2093065 12 | 06/08/2014 | 06/08/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | WCB1009699 | 12/13/2014 | 12/13/2015 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 300,000 E.L. DISEASE - EA EMPLOYEE \$ 300,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Kenny Baker, AAI *Kenny Baker*

THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD TO LIGHT TO VIEW



OFFICIAL CHECK

M16779 40236534

2722701-SUMMERSVILLE

ISSUING BRANCH

DATE APRIL 16, 2015

68-236/514

PAY TO THE ORDER OF WV PURCHASING DIVISION

\$ ** 32,437.11 **

BB&T

BB&T 32,437 DOLLARS

AUTHORIZED SIGNATURE

Reek R. Hayes **K.P.**

BAIL CON. INC DEP 1500000078

MEMO/PURCHASER Bid Bond

Security Features Included. Details on Back.



Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

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.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

RFQ No. 0313
DEP 1500000078
Proc. Folder 53929

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Bail Contracting Inc.

Authorized Signature: Abigail Bail / Vice President Date: 4-14-15

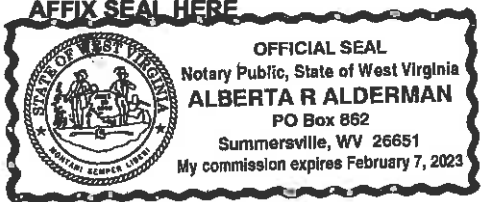
State of WV

County of Nicholas, to-wit:

Taken, subscribed, and sworn to before me this 14 day of April, 2015.

My Commission expires Feb 7, 2023.

AFFIX SEAL HERE



NOTARY PUBLIC Alberta R Alderman