



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

Request for Quotation

RFO NUMBER
DEP13950

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/01/2007				
BID OPENING DATE: 08/23/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		988-36		
<p>GROUND MAINTENANCE</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, IS SOLICITING BIDS TO PROVIDE FOR LANDFILL MOWING AND ROAD SPRAYING AT 29 FACILITIES MANAGED WITHIN THE LANDFILL CLOSURE ASSISTANCE PROGRAM (LCAP) IN WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, AND TERMS & CONDITIONS.</p> <p>A MANDATORY PRE-BID CONFERENCE IS SCHEDULED AT DEP'S MAIN HEADQUARTERS LOCATED AT 601 - 57TH STREET, SE, CHARLESTON, WV 25304, ON 08/14/2007 @ 10:00 AM.</p> <p>FAILURE TO ATTEND THIS MANDATORY MEETING WILL RESULT IN THE DISQUALIFICATION OF A SUBMITTED BID.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

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<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-</p>						

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<p>TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD- QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDO WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST</p>						

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<p>75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p>						

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<p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP13950</p> <p>BID OPENING DATE: 08/23/2007</p>						

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BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DEP13950 ***** TOTAL:						_____

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REQUEST FOR QUOTES

DEP13950

WEST VIRGINIA DEPARTMENT
of
ENVIRONMENTAL PROTECTION

OFFICE OF ENVIRONMENTAL REMEDIATION

Landfill Closure Assistance Program

Landfill Mowing

Purchase Requisition
Type of Purchase
Landfill Mowing

To provide landfill mowing, weed-eating and road spraying at 29 facilities managed within the Landfill Closure Assistance Program (LCAP) in West Virginia. Please see attached specifications.

Definitions:

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

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

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

General Conditions:

Work shall consist of mowing all vegetation from the landfill "Cap Area", any brush along and within the diversion ditches around the cap area, inside tank area, 5 foot along all access roads and roadways or paths leading to monitoring wells and a 15 foot radius around all wells. The grass shall be mowed to the lowest height possible so as not to cause damage to the mowing equipment or the ground surface. Work shall be performed on an as needed basis as determined by WV DEP project managers. All access roads and roadways leading to monitoring wells and areas inside the tank enclosures (fences) shall be sprayed with Ortho Round Up or equivalent herbicide to kill all vegetation. Spraying shall be used at the manufacturers suggested rates. Any garbage on or around the area shall be picked up and disposed of properly. All fencing, gates and gas vents at the landfill will be inspected and the project manager notified of any damages so that repairs can be made in a timely manner.

The contractor shall provide equipment suitable to the WV DEP for performing the work. Any modifications shall be requested in writing and shall be approved or disapproved in writing by the WV DEP LCAP Program Manager.

The contractor shall be responsible for locking the facilities while no one is present. The contractor shall be provided a key to the commonly keyed locks installed by WV DEP.

Maintaining access: the WV DEP will be responsible for maintaining reasonable access to all areas necessary for completion of the contract. The contractor will report excessive deterioration to landfill caps and access roads and other damages if encountered, to allow for repair to be scheduled and completed in a timely manner.

Work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure compliance.

The Contractor shall maintain insurance as follows:

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$250,000.00 for bodily injury and property damage for each occurrence and not less than \$250,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

The vendor / subcontractors shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as Established for various counties pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage Act. For prevailing wage rates please refer to <http://www.wvsos.org/adlaw/wagerates/building05.htm>

Method of measurement: mowing shall be measured plan view as a "per acre" unit cost as per attachment "A" including all labor, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP. The unit cost per acre measurement shall be per event. The unit price shall include all labor equipment, materials, transportation and incidentals to complete the contract.

Method of payment: invoices may be submitted upon completion of each site or a combination of two or more sites. Invoices must be submitted to the regional office listed below.

Region One

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
2031 Pleasant Valley Road
Fairmont, WV 26554
Attn: Paul Benedum
Phone: (304) 368-3950

Region Two

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
717 Main Street, Suite 200
Summersville, WV 26651
Attn: Mark Church
Phone: (304) 872-3800

Region Three

West Virginia Department of Environmental Protection

Division of Land Restoration, LCAP

717 Main Street, Suite 200

Summersville, WV 26651

Attn: Clyde Bennett

Phone: (304) 872-3800

Bid Sheet
#DEP13950
Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Landfill Mowing Region One

<u>Item No.</u>	<u>Description</u>		<u>Unit Price</u>	<u>Amount</u>
0001	Mowing & weed-eating (\$/Ac)	167 AC	\$ _____ / acre	\$ _____
0002	Road spraying (\$/LF)	35,300 LF	\$ _____ / LF	\$ _____

Total Region One Cost = \$ _____

Company Name _____

Name (printed) _____ Title _____

Address: _____

Signature _____ Date _____

Bid Sheet
#DEP13950
Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Landfill Mowing Region Two

<u>Item No.</u>	<u>Description</u>		<u>Unit Price</u>	<u>Amount</u>
0001	Mowing & weed-eating (\$/Ac)	168 AC	\$ _____ / acre	\$ _____
0002	Road spraying (\$/LF)	28,560 LF	\$ _____ / LF	\$ _____

Total Region Two Cost = \$ _____

Company Name _____

Address: _____

Name (printed) _____ Title _____

Signature _____ Date _____

Bid Sheet
#DEP13850
 Department of Environmental Protection
 Office of Environmental Remediation
 Landfill Closure Assistance Program

Landfill Mowing Region Three

<u>Item No.</u>	<u>Description</u>		<u>Unit Price</u>	<u>Amount</u>
0001	Mowing & weed-eating (\$/Ac)	160 AC	\$ _____ / acre	\$ _____
0002	Road spraying (\$/LF)	29,600 LF	\$ _____ / LF	\$ _____

Total Region Three Cost = \$ _____

Company Name _____

Address: _____

Name (printed) _____ Title _____

Signature _____ Date _____

Attachment A

Listed below are the LCAP facilities and approximate areas to be mowed and sprayed

<u>Region One Includes:</u>	<u>Mowing</u>	<u>Road Spraying</u>
1. Big Bear Lake Landfill	3 acres	1500 LF
2. City of Buckhannon Landfill	8 acres	2600 LF
3. City of Clarksburg Landfill	10 acres	2000 LF
4. City of Kingwood Landfill	15 acres	6800 LF
5. Marion County Landfill	40 acres	5900 LF
6. Monongalia County Landfill	18 acres	3000 LF
7. City of Morgantown Landfill	8 acres	1900 LF
8. City of Moundsville Landfill	15 acres	3200 LF
9. Preston County / Rehe Landfill	20 acres	3000 LF
10. City of Wheeling Landfill	30 acres	5400 LF
Approximate Totals	167 acres	35,300 LF

<u>Region Two Includes:</u>	<u>Mowing</u>	<u>Road Spraying</u>
1) Berkeley County Landfill	30 acres	5800 LF
2) Capon Springs Landfill	5 acres	1260 LF
3) Fayette County Landfill	15 acres	1500 LF
4) Grant County / Petersburg Landfill	15 acres	2500 LF
5) Hampshire County Landfill	10 acres	2500 LF
6) Jefferson County Landfill	30 acres	3500 LF
7) McDowell County Landfill	15 acres	4800 LF
8) City of Montgomery Landfill	13 acres	2500 LF
9) Morgan County Landfill	20 acres	3600 LF
10) Wyoming County Landfill	15 acres	600 LF
Approximate Totals	168 acres	28,560 LF

Attachment A Continued

<u>Region Three Includes:</u>	<u>Mowing</u>	<u>Road Spraying</u>
1) Central WV Refuse Landfill	12 acres	5100 LF
2) Don's Disposal Landfill	24 acres	4100 LF
3) ERO Landfill	30 acres	6500 LF
4) Fleming Landfill	22 acres	1400 LF
5) Jackson County Landfill	23 acres	3000 LF
6) Kanawha Western Landfill	21 acres	2400 LF
7) Mingo County Landfill	10 acres	3100 LF
8) Pine Creek / Omar Landfill	12 acres	2000 LF
9) City of South Charleston Landfill	7 acres	2000 LF
Approximate Totals	160 acres	29,600 LF

STATE OF WEST VIRGINIA
Purchasing Division

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PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____