



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

Request for Quotation

RFQ NUMBER
DEP14262

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/20/2008				

BID OPENING DATE: **05/06/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S REAP (REHABILITATION ENVIRONMENTAL ACTION PLAN) & PPOD (POLLUTION PREVENTION OPEN DUMP) PROGRAMS ARE SOLICITING BIDS TO ESTABLISH A CONTRACT TO PROVIDE FOR THE REMEDIATION OF ILLEGAL DUMPS AND/OR TIRE PILES AND FOR THE TRUCKING/TRANSPORTATION OF THE SOLID WASTE AND/OR TIRES TO AN APPROVED DISPOSAL FACILITY.</p> <p>A MANDATORY PREBID CONFERENCE WILL BE HELD AT WVDEP HEADQUARTERS LOCATED AT 601 57TH STREET SE, CHARLESTON, WV, ON 04/14/2008 @ 10:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>THE SCOPE OF WORK, BID REQUIREMENTS, SPECIFICATIONS, TERMS & CONDITIONS, THE VENDOR QUALIFICATION SHEET, AND THE PROCEDURES FOR THE SECONDARY BID PROCESS AND AWARD ARE INCLUDED IN THE ATTACHED.</p> <p>PLEASE PAY CLOSE ATTENTION TO THE REQUIREMENTS FOR SUBMISSION IN THIS BID PROCESS.</p> <p>EXHIBIT 3</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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 may be deemed null and void, and 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



State of West Virginia
 Department of Administration
 Purchasing Division
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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SUBJECT

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 DEPARTMENT OF
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, 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</p>						

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<p>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>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 style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14262</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BID OPENING DATE: 05/06/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ DEP14262 ***** TOTAL: _____</p>						

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DEP14262**SPECIFICATIONS & GENERAL CONDITIONS:**

Insurance: Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of the contract unless otherwise specified in the bid documents. The minimum amount of insurance coverage required is \$250,000.

Workers Compensation: Vendor is required to provide a certificate from Workers Compensation if successful.

Applicable law: The West Virginia State Code, Purchasing Division rules and regulations, Purchasing Division policy statements and the information provided in the "request for quotation" issued by the Purchasing Division are the sole authorities governing this procurement. Any information provided in specification manuals or any other source, verbal or written, which contradicts or alters the information provided from the source as described in the above paragraph is void and of no effect.

Terms and Conditions: Terms and conditions contained in this contract shall supercede 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 medium such as cd-rom.

Taxes, permits, fees, insurance liability, compensations and any other items necessary: The vendor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations and any other items necessary to render the State free and harmless from all claims arising from services performed under this contract.

Damages: Damages beyond what is directed and approved by the Project Manager to accomplish the objective hereunder will be the total responsibility of the vendor and the vendor shall indemnify the DEP from any such damages.

Rights of Entry: The State shall be responsible for obtaining all needed rights of entry for each project.

Inspection: The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representatives. Such inspection will ensure compliance.

Environmental, local, state, federal Laws: In accomplishment of services to fulfill the requirements of the scope of work defined in the pre-bid conference and project cost as submitted, neither the vendor nor his sub vendor(s) shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, federal environmental and occupational health and safety regulations

ALTERNATIVE LABOR SOURCES

When available, REAP reserves to right to utilize County, State and Local government entities as well as volunteers and inmate labor to complete projects.

SCOPE OF WORK

Work will consist of cleaning up illegal open solid waste dumps. Cleaning up illegal garbage dumps may include a number of specific duties. The vendor may be required to perform a large range of duties. These duties shall consist of, but not be limited to, the following:

- Labor for REAP projects
- Removing waste with manual labor from extremely steep terrain
- Removing tire piles from extremely steep terrain
- Trucking waste to nearest permitted landfill
- Working equipment on steep terrain
- Working close to paved highways
- Performing work in rivers and streams
- Winching large items such as cars and appliances up steep terrain
- Creating temporary roads to better access dump sites
- Drainage work will be required from time to time
- Revegetation of disturbed areas

All solid waste will be removed from the site and hauled directly to either an approved landfill/tire disposal facility or a licensed salvage yard. Once any solid waste has been placed on trucks at the site, it will not be dumped or stored at any location other than its final destination at the landfill or salvage yard. The vendor will recycle all metals and appliances removed from the site unless otherwise directed. The vendor will be responsible only for removing solid waste not previously buried. No earth will be removed prior to approval of the project manager. Only vegetation which directly affects the project will be removed.

Article 1- Statement of Work

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

Article 2- Location of Work

Work will be located in all counties in West Virginia.

Article 3- Definitions

- A. The words Owner, The State and DEP are used herein to refer to the WV Department of Environmental Protection, Division of Land Restoration.
- B. The word Offeror refers to the person or company offering to furnish the services called for in this request for quotations.
- C. The word Contract is used to refer to the agreement or purchase order requested by the State and accepted by the vendor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The words Vendor and Contractor refer to the person or company contracting with the State to furnish the services called for by the contract.
- E. The words Service or Work are used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies and facilities called for in this contract.
- F. The words Program Manager or Project Manager are used to mean the Program Manager or Project Manager of the DEP's Division of Land Restoration's Rehabilitation Environmental Action Plan Program and shall be considered to be the State's authorized representative.

Article 4-Ordering Procedure

Unless alternative labor sources are utilized, qualified vendors will be required to submit lump sum bid to complete the project in accordance with the following:

- A. Small projects with a project cost up to \$2,500 will be awarded as follows; the vendor with the lowest maximum mobilization rate for the project county will be asked to submit a bid for the cost. If the bid is acceptable to the DEP Project Manager the vendor will be issued a notice to proceed. If the bid is not acceptable to the DEP Project Manager or if the vendor cannot complete the work in the required time frame, the next vendor will be asked to submit a bid. If there is a tie for maximum mobilization rate in a county, projects will be rotated among the tied vendors.
- B. Projects with a project cost from \$2,501 to \$25,000 will be awarded as follows; all vendors for the project county will be required to attend a mandatory onsite pre-bid conference, where the scope of the work will be defined, and a bid submittal date and location will be set. Vendors must submit their lump sum sealed bid to complete the project on or before the time and date set at the pre-bid conference. Sealed bids will be opened by the assigned project manager at the location, date and time set forth during the onsite pre-bid conference. The project will be awarded to the vendor that submits the lowest lump sum bid to complete the project and a purchase order will be issued. If for any reason the vendor cannot perform the work in the time frame set forth at the pre-bid conference the project will be awarded the next lowest bidder. Mobilization costs will be included in the lump sum bid.

Article 5- Delivery

- A. The vendor shall complete the specified restoration work in accordance with scope of work defined in the pre-bid conference. The vendor shall submit an invoice to the Project Manager upon completion of each project.
- B. Final inspection of each project by the Project Manager or other authorized representative will be conducted as soon as possible after notification by the vendor of an anticipated time of completion, not less than twelve (12) hours in advance of the project being completed.
- C. Acceptance criteria will be based on all work being completed as required by the scope of work and project cost submitted. In addition, where revegetation is specified, a hearty stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.
- D. Demobilization- The vendor will, at the completion of the project, remove all equipment from the project site as directed by the Project Manager. Demobilization will be considered complete once the site is vacated, cleared of debris and equipment and inspected and released by the Project Manager.

Article 6- Ability to Perform

All equipment is to be in good mechanical condition with capacities designed to safely meet the conditions and the nature of the contract. Contractors need to be able to safely perform the tasks listed in the scope of work and transport the material collected for proper disposal.

Article 7- Cost and Payments

- A. Payment to the vendor will be made for the lump sum amount upon completion of the entire project. In no circumstance will cost overruns be the responsibility of the DEP unless arrangements are made in advance due to a specific order by the DEP.
- B. The vendor shall invoice the State upon completion of the work specified in the purchase order after final inspection has been performed by the Project Manager. All invoices must be originals and bear an invoice date, purchase order number, project name, county in which the project is located and total cost. All invoices must be signed as approved by the vendor and the Project Manager. The tonnage of solid waste removed and the tonnage recycled from each project shall be properly documented and forwarded to the Project Manager.

Article 8- Contract Requirements

- A. Vendor must submit a completed vendor bid sheet with the counties marked in which they wish to work and with the maximum mobilization cost for each county clearly provided.
- B. Vendor must provide proof of commercial liability insurance.
- C. Vendor must provide certificate from Workers Compensation.

DEP14262

Vendor Bid Sheet

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

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

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

STATE OF WEST VIRGINIA
Purchasing Division

010

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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