



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
 DEP14289

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 116 INDUSTRIAL DRIVE
 OAK HILL, WV
 25901 304-465-1911

DATE PRINTED 05/23/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 06/19/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION: SHRUB AND TREE PLANTING SERVICES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION SEEKS TO AWARD A CONTRACT TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, SHRUBS, TREES AND OTHER NECESSARY SERVICES SO AS TO PLANT SHRUBS AND TREES ON RECLAIMED MINE PERMITS AT LOCATIONS AS DETERMINED BY A REPRESENTATIVE OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE BID SCHEDULE OF ESTIMATED QUANTITIES. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 07/01/08 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. 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.						

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



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 Department of Administration
 Purchasing Division
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A 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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 3/88					
<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR SOUTHERN COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5-1, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$500,000.</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</p>						

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6

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BIDDER: ----- DATE: ----- SIGNED: ----- TITLE: ----- * 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) NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						

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PAGE
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05/23/2008				

BID OPENING DATE: 06/19/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BUYER:	CB-23	
				RFQ. NO.:	DEP14289	
				BID OPENING DATE:	06/19/2008	
				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 DEP14289 ***** TOTAL:						

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CONTRACTUAL INFORMATION & REQUIREMENTS

Article I - Statement of Work

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

Article 2 - Location of Work

The area of work shall include all Coal Counties of West Virginia. The counties listed below are the coal producing counties and those in parenthesis represent where most of the work required in this contract is located.

- | | |
|----------------|----------------|
| 1. Putnam | 24. (Kanawha) |
| 2. (Clay) | 25. (Nicholas) |
| 3. Greenbrier | 26. (Fayette) |
| 4. Summers | 27. (Mercer) |
| 5. (Raleigh) | 28. (Wyoming) |
| 6. (McDowell) | 29. (Mingo) |
| 7. (Logan) | 30. (Boone) |
| 8. Lincoln | 31. (Wayne) |
| 9. Cabell | 32. (Mason) |
| 10. Barbour | 33. Pendleton |
| 11. Braxton | 34. Pleasants |
| 12. Brooke | 35. Pocahontas |
| 13. Doddridge | 36. Preston |
| 14. Gilmer | 37. Randolph |
| 15. Grant | 38. Ritchie |
| 16. Hancock | 39. Taylor |
| 17. Harrison | 40. Tucker |
| 18. Lewis | 41. Tyler |
| 19. Marion | 42. Upshur |
| 20. Marshall | 43. Webster |
| 21. Mineral | 44. Wetzel |
| 22. Monongalia | 45. Wood |
| 23. Ohio | |

Article 3 - Definitions

- A. The words "Owner", "The State", "DEP" or "Division of Land Restoration" are used herein to refer to the West Virginia 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 proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.

BUYER CB-23	PAGE 009	REQ. OR PO NO. DEP14289
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

- D. The word "Contractor" refers to the person or company contracting with State to furnish the "services" called for by the contract.
- E. The words "services" or "work" is used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies, and facilities called for in the work directives issued within the contract.
- F. The word "Director" is used to mean the Director of Division Land Restoration Office, Department of Environmental Protection and shall be considered to be the State's authorized representative.

Article 4 - Ordering Procedure

- A. This is an open end quantity contract for the services specified in the statement of work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for Division of Land Restoration, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the number of the permit site, and the cost estimate (quantity of work to be done). The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director or his representative the cost estimate for the work requested. The cost estimate shall be in accordance with the unit prices provided in the response to this proposal. No work shall be performed until a notice to proceed has been issued by the State.

Article 5 - Delivery

- A. The contractor shall complete the specified work in accordance to each work directive. The tree species, spacing, and placement shall be determined by the Director or his authorized representative and will be outlined in the work directive. The contractor shall submit an invoice to the Director or his authorized representative after final completion of work performed for each work directive.
- B. Inspections of each project will be made by the Director or his authorized representative as work is completed. A final inspection will be made when all work is completed.
- C. Acceptance criteria will be based on all work being completed as requested in the work directive. Planted species shall be in an upright/vertical position, at a proper planting depth and properly compacted. Planting of the species shall be performed with a tree planting mattock or a tree planting dibble only. All planting shall be performed between the dates of February 1st and May 31st. Planting stock shall be a minimum of 2-0 stock and shall be a minimum height of 15 inches. Root pruning of species is unacceptable without prior approval of DEP. All planting stock used must be in good viable condition and be readily available. All materials must have approval from a DEP representative and verification from the nursery or supplier. Labor for installing materials shall be incidental to each item. Use of mechanical tree planters need prior approval of the West Virginia Department of Environmental Protection.
- D. Labor - The contractor shall pay the West Virginia State Department of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ.

Article 6 - General Conditions

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

BUYER. CB-23	PAGE 010	REQ. OR PO NO. DEP14289
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The Director shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.

Article 7 - Costs and Payments

- A. Payment to the contractor will be made on the following basis:
 - 1. Unit Pricing
 - Item - As directed by the State in specific work directive.
 - Quantity - As directed by the State in specific work directive
 - Unit Price - As provided by the Offeror in the contract.
- B. The contractor shall invoice on specified forms to the Director for work completed in the work directive; after final inspection has been made; and the work is accepted by the Director, or his representative. All invoices shall show the quantities and unit prices approved in the cost estimate for the work directive. A certified payroll is required to be submitted with each invoice.

DEP14289
Bid Schedule

BUYER CB-23	PAGE 011	REQ. OR PO NO. DEP14289
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36 STATE OF WEST VIRGINIA
Rev. 02/02 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	10,000 Trees	AUTUMN OLIVE	\$ _____ Per Tree	\$ _____
2.0	10,000 Trees	WASHINGTON HAWTHORNE	\$ _____ Per Tree	\$ _____
3.0	10,000 Trees	BLACK ALDER	\$ _____ Per Tree	\$ _____
4.0	10,000 Trees	CRAB APPLE	\$ _____ Per Tree	\$ _____
5.0	10,000 Trees	BI-COLOR LESPEDEZA	\$ _____ Per Tree	\$ _____
6.0	10,000 Trees	GREEN BARBERRY	\$ _____ Per Tree	\$ _____
7.0	10,000 Trees	JAPANESE BARBERRY	\$ _____ Per Tree	\$ _____
8.0	10,000 Trees	SIBERIAN CRABAPPLE	\$ _____ Per Tree	\$ _____
9.0	10,000 Trees	AMERICAN HAZELNUT	\$ _____ Per Tree	\$ _____
10.0	10,000 Trees	RED-OSIER DOGWOOD	\$ _____ Per Tree	\$ _____
11.0	10,000 Trees	CHINESE CHESTNUT	\$ _____ Per Tree	\$ _____
12.0	10,000 Trees	STAGHORN SUMAC	\$ _____ Per Tree	\$ _____
13.0	10,000 Trees	AMERICAN CRANBERRY BUSH	\$ _____ Per Tree	\$ _____
14.0	10,000 Trees	SAWTOOTH OAK	\$ _____ Per Tree	\$ _____
15.0	10,000 Trees	SCOTCH PINE	\$ _____ Per Tree	\$ _____
16.0	10,000 Trees	WHITE PINE	\$ _____ Per Tree	\$ _____
17.0	10,000 Trees	VIRGINIA PINE	\$ _____ Per Tree	\$ _____

DEP14289 Bid Schedule

BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP14289
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WV-36 STATE OF WEST VIRGINIA
 Rev. 02/02 PURCHASING CONTINUATION SHEET
 VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
18.0	10,000 Trees	CHINQUAPIN	\$ _____ Per Tree	\$ _____
19.0	10,000 Trees	SILKY DOGWOOD	\$ _____ Per Tree	\$ _____
20.0	10,000 Trees	GREY DOGWOOD	\$ _____ Per Tree	\$ _____
21.0	10,000 Trees	NORTHERN RED OAK	\$ _____ Per Tree	\$ _____
22.0	10,000 Trees	WHITE OAK	\$ _____ Per Tree	\$ _____
23.0	10,000 Trees	YELLOW POPLAR	\$ _____ Per Tree	\$ _____
24.0	10,000 Trees	HYBRID POPLAR	\$ _____ Per Tree	\$ _____
25.0	10,000 Trees	BLACK LOCUST	\$ _____ Per Tree	\$ _____
26.0	10,000 Trees	SYCAMORE	\$ _____ Per Tree	\$ _____
27.0	10,000 Trees	RED MAPLE	\$ _____ Per Tree	\$ _____
28.0	10,000 Trees	SUGAR MAPLE	\$ _____ Per Trees	\$ _____
29.0	10,000 Trees	BLACK CHERRY	\$ _____ Per Tree	\$ _____
30.0	10,000 Trees	RED PINE	\$ _____ Per Tree	\$ _____
31.0	10,000 Trees	NORWAY SPRUCE	\$ _____ Per Tree	\$ _____
32.0	10,000 Trees	BLACK CHOKEBERRY	\$ _____ Per Tree	\$ _____
33.0	10,000 Trees	PERSIMMON	\$ _____ Per Tree	\$ _____

DEP14289 Bid Schedule

BUYER CB-23	PAGE 013	REQ. OR PO NO. DEP14289
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WV-36 STATE OF WEST VIRGINIA
Rev. 02/02 PURCHASING CONTINUATION SHEET
VENDOR:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
34.0	<u>10,000</u> Each	MATS-Remove all vegetation to a minimum of an 18" diameter circle around planted species. Place an 18" diameter circle tree mat around species to be planted. Fasten the mat with a minimum of 4 fasteners to assure good ground contact and minimal light penetration. Mats shall be put in place at time of planting.	\$ Per Each	\$
35.0	<u>10,000</u> Each	HERBICIDE – A minimum area of an 18" diameter circle shall be sprayed to a sufficient saturation based on manufacturers suggestions. The herbicide used shall not be detrimental to planting stock and shall be appropriate for the vegetation it is being used on. Herbicide application shall take place at least 14 days prior to planting.	\$ Per Each	\$
36.0	<u>10,000</u> Each	SCALPING-Remove all vegetation to a minimum of an 18" diameter circle around planted species. Scalping shall take place at the time of planting.	\$ Per Each	\$
NOTE:				
<ol style="list-style-type: none"> 1. All items must be bid and bid in unit measure specified in the quantity column. 2. The quantities are applied for bidding purposes only, actual quantities shall be based on work performed. 3. All species are identified by common name. 4. All species must be in good viable condition and be readily available. 5. Labor for installing materials shall be incidental to each item. 6. Labor – The contractor and all subcontractors shall pay the West Virginia State Division of Labor Wage Rates as established in the county in which the work is being performed. Code 21-5A-1 ET SEQ. 7. All materials must have approval from the Director or his representative. 				
GRAND TOTAL				\$ <hr/>

STATE OF WEST VIRGINIA
Purchasing Division

014

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: _____