



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 |
| 09900166 |

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| PAGE |
| 1 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| MICHAEL AUSTIN 304-558-2402 |

| | |
|--------|------------------------|
| VENDOR | RFQ COPY |
| | TYPE NAME/ADDRESS HERE |

| | |
|---------|---|
| SHIP TO | DIVISION OF HIGHWAYS DISTRICT NINE |
| | 103 1/2 CHURCH STREET LEWISBURG, WV 24901 |
| | 304-647-7457 |

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 11/19/2008 | | | | |

BID OPENING DATE: **12/03/2008** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001 | | | | 825-72 | | |
| <p>SHOULDER MILES, SHEARING</p> <p>TO PROVIDE POWER TRIMMING SIDES AND TOPS OF TREES/BRUSH ALONG THE HIGHWAY RIGHT OF WAY-MULTIPLE ROUTES IN FAYETTE, GREENBRIER, MONROE, NICHOLAS, AND SUMMERS COUNTIES. AN ESTIMATED TOTAL OF 50.73 SHOULDER MILES AND APPROXIMATELY 56.21 MILES IS REQUIRED FOR TREE/BRUSH SHEARING ON THE VARIOUS ROUTES FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>CONTACT PERSON: NATHAN THOMAS @ 304-647-7450</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|-----------|-----------|-----------------------------------|
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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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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DIVISION OF HIGHWAYS
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| <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>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</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 \$250,000.</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> | | | | | | |

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|---|----------|-----|--------|-------------|------------|--------|
| NO. 4 | | | | | | |
| NO. 5 | | | | | | |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A 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> | | | | | | |

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| | Description | | |
|--|---|--|--|
| | <p>WORK TO BE DONE CONSISTS OF TRIMMING THE SIDES AND TOPS OF TREES OVER HANGING THE RIGHT-OF-WAY AND BRUSH ENCROACHING ALONG THE ROADSIDE AND/OR SHOULDER.</p> <p>WORK SHALL BE DONE IN ACCORDANCE WITH RECOGNIZED AND APPROVED CURRENT METHODS WITH EMPHASIS ON TREE AND BRUSH HEALTH AND SYMMETRY. ALL WORK SHALL BE DONE WITH MINIMUM DAMAGE TO TREES AND BRUSH THAT ARE INTENDED TO REMAIN.</p> <p>ONLY EQUIPMENT DESIGNED FOR PERFORMANCE OF THE WORK DESCRIBED HEREIN WILL BE ACCEPTABLE FOR OPERATION. THE CONTRACTOR SHALL ENSURE THAT THE EQUIPMENT USED IS IN GOOD REPAIR AND OPERATING CONDITION AT ALL TIMES AND MEETS ALL SAFETY REQUIREMENTS AS ESTABLISHED FOR THIS TYPE OF WORK. THE POWER SHEARING EQUIPMENT SHALL BE CAPABLE OF CUTTING AT DIFFERENT ANGLES, VERTICAL TO HORIZONTAL FROM 0 TO 90 DEGREES WITH AT LEAST TWO ANGLES AT THE SAME TIME BOTH VERTICAL AND HORIZONTAL. THE MAXIMUM HEIGHT OF VERTICAL CUT SHALL BE 30 FEET FOR THE RIGHT-OF-WAY TRIMMER. THE MAXIMUM HORIZONTAL REACH WITH VERTICAL CUT IS 12 FEET. ALL CUTS SHALL BE SMOOTH SAW CUTS. THE SAW BLADES SHALL HAVE AT LEAST TWO SEPARATE RETAINING LOCKING MECHANISMS. THE MAXIMUM DIAMETER CUT WILL NOT BE GREATER THAN 10 INCHES IN DIAMETER PER TREE OR BRUSH LIMB.</p> <p>THE EQUIPMENT AND PERSONNEL USED TO PERFORM THE WORK SHALL CONFORM TO MEET THE STANDARD AS REQUIRED BY OSHA 29 C.F.R. PARTS 1910.269 AND 1910.333 JOB SKILLS REQUIRED BY OSHA 1910.269 ARE LISTED IN ANNEX B OF ANSI-Z133.1-1994.</p> <p>THE BOOM SUPPORTING THE SAW BLADES SHALL HAVE A FIBERGLASS ISOLATOR THAT MEETS OSHA REQUIREMENTS FOR INSULATION; TESTED TO 100,000 VOLTS. A COPY OF THE CERTIFICATION SHALL BE MADE AVAILABLE ON REQUEST.</p> <p>NO EQUIPMENT SHALL BE OPERATED THAT DAMAGES THE PAVEMENT AND MAY ONLY CAUSE NOMINAL RUTTING TO TURF SURFACES.</p> <p>THE WEST VIRGINIA DIVISION OF HIGHWAYS SHALL PERFORM ALL MAINTENANCE OF TRAFFIC AND DEBRIS CLEANUP.</p> | | |

Description

POWER SHEARING OF TREES AND BRUSH SHALL BE ACCOMPLISHED IN A CONTINUOUS FORWARD MOTION. THE HORIZONTAL GROWTH FROM 0' TO TREE LINE AND THE HEIGHT OF THE CUT SHALL NOT EXCEED 30 FEET. THE TOP 7 FEET MAY BE CUT AT ANY ANGLE FROM VERTICAL TO HORIZONTAL AT THE WEST VIRGINIA DIVISION OF HIGHWAYS OPTION. ALL WORK SHALL BE ACCOMPLISHED WITHIN THE WEST VIRGINIA DIVISION OF HIGHWAYS RIGHT-OF-WAY.

PAYMENT SHALL BE PER SHOULDER MILE OR PORTION THERE OF FOR ACTUAL SHEARING FOR INITIAL MOBILIZATION INTO DISTRICT AND/OR FOR SITE MOBILIZATION. A SHOULDER MILE IS DEFINED AS ONE MILE MEASURED ON THE RIGHT HAND SIDE OR TRAVEL DIRECTION OF THE ROADWAY. THE WVDOH WILL MARK THE BEGINNING AND ENDING POINTS OF WORK FOR EACH SITE.

THE INITIAL MOBILIZATION WILL BE PAID PER EACH. THIS IS TO MOBILIZE INTO THE DISTRICT TO BEGIN OPERATIONS. THIS WILL BE PAID EACH TIME THE CONTRACTOR MOBILIZES INTO A DISTRICT. SUBSEQUENT, MOBILIZATIONS MAY BE PAID PER EACH OR PER MILE AT THE DIVISION OF HIGHWAYS DISCRETION.

MOBILIZATION SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIALS NECESSARY TO PERFORM THE WORK IN A SATISFACTORY AND EFFICIENT MANNER. INCLUDING RIGHT-OF-WAY TRIMMER AND SERVICES VEHICLES IF NEEDED.

MOBILIZATION PER SITE WILL BE TO MOVE FROM ONE AREA TO THE NEXT. THIS WILL BE PAID ON A PER MILE BASIS MEASURED FROM THE END OF WORK AT ONE SITE TO THE BEGINNING OF WORK AT THE NEXT SITE.

DAYLIGHT AND TRAFFIC CONDITION PERMITTING HOURS OF WORK WILL BE (5) FIVE DAYS A WEEK, 10 HOURS PER DAY. WORK TO BEGIN WITHIN 15 DAYS OF NOTIFICATION.

THE CONTRACTOR AND THE STATE SHALL AGREE AT THE END OF EACH DAY OF THE AMOUNT OF WORK PERFORMED AND EACH SHALL SIGN A DOCUMENT ATTESTING TO THE AMOUNT. A COPY OF THIS SHALL BE PROVIDED WITH THE INVOICE.

| | Description | | |
|--|--|--|--|
| | <p style="text-align: center;">LOCATIONS</p> <p>FAYETTE COUNTY WV 20 MEADOW BRIDGE-LILLY PARK BEGINNING MP 2.80 ENDING MP 4.00 2 LANES BEGINNING MP 4.80 ENDING MP 9.55 2 LANES</p> <p>GREENBRIER COUNTY WV 63 CALDWELL - ORGAN CAVE BEGINNING MP 16.98 ENDING MP 17.28 2 LANES BEGINNING MP 18.05 ENDING MP 18.55 2 LANES BEGINNING MP 19.53 ENDING MP 20.51 1 LANE</p> <p>GREENBRIER COUNTY WV 12 ROCKSTOOL RD BEGINNING MP 2.96 ENDING MP 3.46 2 LANES BEGINNING MP 3.56 ENDING MP 3.86 1 LANE</p> <p>GREENBRIER COUNTY RENICK - COUNTY LINE BEGINNING MP 25.50 ENDING MP 25.90 2 LANES BEGINNING MP 28.02 ENDING MP 29.14 1 LANE BEGINNING MP 29.29 ENDING MP 29.71 2 LANES BEGINNING MP 29.88 ENDING MP 30.22 2 LANES BEGINNING MP 32.62 ENDING MP 34.22 2 LANES</p> <p>MONROE COUNTY US 219 WEIKLE RD CR 219/16 BEGINNING MP 12.43 ENDING MP 12.97 2 LANES</p> <p>MONROE COUNTY US 219 ROCK CAMP - RAINS CORNER BEGINNING MP 14.86 ENDING 15.17 2 LANES BEGINNING MP 15.48 ENDING 15.58 2 LANES BEGINNING MP 15.80 ENDING MP 16.08 2 LANES</p> <p>MONROE COUNTY US 219 FULLEN RD - SALT SULFUR BEGINNING MP 20.85 ENDING MP 21.06 2 LANES BEGINNING MP 21.48 ENDING MP 21.76 2 LANES</p> <p>MONROE COUNTY WV 122 US 219 - HANS CREEK BEGINNING MP 0.77 ENDING MP 1.20 2 LANES BEGINNING MP 3.32 ENDING MP 3.68 1 LANE BEGINNING MP 9.74 ENDING MP 9.84 2 LANES BEGINNING MP 9.99 ENDING MP 10.29 1 LANE BEGINNING MP 10.94 ENDING MP 11.84 2 LANES</p> <p>MONROE COUNTY WV 311 SWEET SPRINGS - VA LINE BEGINNING MP 0.50 ENDING MP 1.20 2 LANES BEGINNING MP 1.60 ENDING MP 2.50 2 LANES</p> <p>NICHOLAS COUNTY WV 20 GREEN VALLEY -NETTIE BEGINNING MP 0.54 ENDING MP 1.19 2 LANES BEGINNING MP 1.52 ENDING MP 2.29 2 LANES BEGINNING MP 3.23 ENDING MP 6.69 2 LANES BEGINNING MP 7.72 ENDING MP 10.60 2 LANES</p> | | |

| Description | | | |
|--|---|-------------------|------|
| LOCATIONS | | | |
| SUMMERS COUNTY WV 3 RALEIGH CO - BEECH RUN BEGINNING MP 2.15 ENDING MP 2.53 1 LANES BEGINNING MP 4.58 ENDING MP 4.83 1 LANES BEGINNING MP 6.01 ENDING MP 7.51 1 LANE SUMMERS COUNTY WV 20 WV 3/WV 20 - HINTON BEGINNING MP 14.11 ENDING MP 14.61 1 LANE 0967-SM5645M-313-025 | | | |
| QUANTITY | Service | Unit Price | |
| 50.73 Shoulder Miles Locations attached | Shearing, not including debris clean up and cut surface treatment of stumps. | | Mile |
| 7.0 Each | Mobilization | | Each |
| 56.21 Miles | Site Mile Mobilization | | Mile |

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require 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 in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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 is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____