



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1241956
Solicitation Description: ADDENDUM 1- MOWING OPERATIONS BY- VENDOR/CO 6623C040
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-06-29 14:30	SR 0803 ESR06292300000006747	1

VENDOR
 VS0000031768
 MASON DIXON ENERGY SERVICES LLC

Solicitation Number: ARFQ 0803 DOT2300000126
Total Bid: 0
Response Date: 2023-06-29
Response Time: 14:04:31
Comments:

FOR INFORMATION CONTACT THE BUYER
 Jerry D Rush
 304-414-6683
 jerry.d.rush@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	MOWING OPERATIONS BY VENDOR BY COUNTY	0.00000	ACRE	240.000000	0.00

Comm Code	Manufacturer	Specification	Model #
70111710			

Commodity Line Comments: SEE ATTACHED PRICING PAGE - ATTACHMENT A FOR ACTUAL COST

Extended Description:

SEE ATTACHED PRICING PAGE - ATTACHMENT A FOR ACTUAL COST



**State of West Virginia
Agency Request for Quote
Highways**

Proc Folder: 1241956	Reason for Modification:
Doc Description: MOWING OPERATIONS BY VENDOR BY COUNTY 6623C040	
Proc Type: Agency Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-15	2023-06-29 14:30	ARFQ 0803 DOT2300000126	1

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
 DIVISION OF HIGHWAYS
 BLDG 5, RM A-317
 1900 KANAWHA BLVD E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:

Vendor Name : Mason Dixon Energy Services, LLC

Address :

Street : 4115 Dragon Highway, Suite 1

City : Cameron

State : WV **Country :** USA **Zip :** 26033

Principal Contact : Christopher L. Hartley

Vendor Contact Phone: (304)-686-2010 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jerry D Rush
 304-414-6683
 jerry.d.rush@wv.gov

Vendor Signature X **FEIN#** 82-3941130 **DATE** 6/28/2023

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

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- BUDGET AND PROCUREMENT DIVISION - THIS IS AN AGENCY OPEN ENDED CONTRACT FOR MOWING OPERATIONS BY VENDOR BY COUNTY PER THE ATTACHED DOCUMENTS. QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO dotprocurementtechques@wv.gov PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS
MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION

THE- COMPLETE SOLICITATION-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED
PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MOWING OPERATIONS BY VENDOR BY COUNTY	0.00000	ACRE		

Comm Code	Manufacturer	Specification	Model #
70111710			

Extended Description:
SEE ATTACHED PRICING PAGE - ATTACHMENT A FOR ACTUAL COST

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Question Deadline 10:00 A.M.	2023-06-23

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)**

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

3A. BID SUBMISSION

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

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

5. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

6. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[] This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

7. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

8. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

10. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

10A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

13. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

14. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

15. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: See attached.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

Construction: This Contract is for construction activity more fully defined in the specifications.

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

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
_____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
_____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of:
_____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. “State Contract Project” means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. “Steel Products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

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

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

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

42. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

43. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

(Company)

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Mowing Operations by Vendor, by County

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Mowing Operations by Vendor, by County, to include all materials, equipment, and labor provided by the Vendor for mowing along WVDOH roadways throughout the state of West Virginia.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.

 - 2.2 **“Contract Item”** - The list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.

 - 2.3 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

 - 2.4 **“Expressway”** – Means a highway designed for fast traffic, with controlled entrance and exit, a dividing strip between the traffic in opposite directions, and typically two (2) or more lanes in each direction, such as Interstates and Appalachian Development Highway System corridors. See Contract Items 1 to 8.

 - 2.5 **“Facility”** – Any building and/or property owned, operated and/or maintained by the WVDOH. See Contract Items 17 to 24.

 - 2.6 **“FOB” or “Free on Board”** - Indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.

 - 2.7 **Non-Expressway”** - Means primary roads, paved secondary roads, and unpaved routes, and includes all roads not defined as an Expressway. See Contract Items 9 to 16.

REQUEST FOR QUOTATION
Mowing Operations by Vendor, by County

- 2.8 “Pricing Pages,” “Attachment A,” and “ATT A”** - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.9 “Solicitation”** - The official notice of an opportunity to supply the State with goods or services.
- 2.10 “Standard Specs”** - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.11 “WVDOH” or “Agency”** - Interchangeable terms for the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1 Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Maintaining traffic shall be performed in accordance with Standard Specs Section 636 and traffic control devices, and flaggers shall be stationed in accordance with the Manual on Temporary Traffic Control for Streets and Highways, 2006 edition, available at

<https://transportation.wv.gov/highways/traffic/Documents/TemporaryTrafficControlManual2006.pdf>

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>.

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below. Vendor shall furnish all labor, equipment, materials, supplies, fuels, and services for the scope of work required for this contract.

The District Engineer or their designee shall identify any special planting areas or construction areas, as well as any areas that have been treated with herbicides that fall within the requested mowing area on the ADO. The District Engineer or their designee shall provide Vendor with mowing and trimming instructions in advance for mowing medians, mowing intersections, mowing entrances to residences and

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businesses, mowing adjacent to Improved Properties, and mowing at scenic overlooks, if applicable.

3.2.1 Traffic Control and Safety, Contract Items 5-8, 13-16, & 21-24: While undergoing improvement, the project site shall be kept open to traffic in such a condition that both local and through traffic will be adequately and safely accommodated. Traffic control shall be the responsibility of the Vendor performing work, unless otherwise specified on the ADO. All improvement operations shall be scheduled to keep traffic delays to a minimum.

3.2.1.1 Traffic Control services, including Pilot Truck and Driver, Traffic Control Devices, Signs, Flaggers, and/or Arrow Boards, are the responsibility of the Vendor performing work and shall be provided by the Vendor in accordance with Standard Specs Section **636**, and the Manual on Temporary Traffic Control for Streets and Highways or as directed by the Engineer.

3.2.1.2 Vendor shall place proper traffic control devices and station flaggers in accordance with Manual on Temporary Traffic Control for Streets and Highways for all mowing, trimming, and right-of-way cleanup services. Vendors shall take special care to observe the situations and traffic control set-ups in the following Typical Applications found at the end of the referenced manual: **CASE A4, CASE A7, CASE A8, and CASE 15A.**

3.2.1.3 Vendors must place temporary signs for all operations on WVDOH property.

3.2.1.4 Vendors must remove all traffic devices when work has been completed for the day.

3.2.1.5 Vendor's personnel must wear high visibility safety vests that always conform to OSHA regulations while on the WVDOH job site.

3.2.1.6 Vendor shall ensure that personnel are adequately trained for traffic control responsibilities and are appropriately licensed to operate machinery under this contract.

3.2.1.7 Vendor shall only perform work under this contract during daylight hours, beginning no earlier than one-half hour after dawn and ending work no later than one-half hour before dusk.

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Mowing Operations by Vendor, by County

3.2.1.8 Vendor may temporarily park or store equipment that is idle or not in use, such as during break times, lunch time, or overnight, away from the outside shoulder of the roadway in an inconspicuous location behind the guardrail or outside the clear zone, or as directed by the District Engineer, or their designee. Vendor shall not park equipment in median areas, gore areas, or on the shoulder of the roadway. WVDOH is not responsible for any theft or damage caused to Vendor's property stored on WVDOH property.

3.2.2 Construction Areas: In the event that a construction area exists within the designated mowing route, the Vendor shall forgo mowing within the construction area unless specifically requested by the WVDOH District Engineer or their designee on the ADO. The District Engineer or their designee shall remain on site during all Mowing Operations by Vendor within a construction area. Vendors shall not park or store equipment within the Construction Area. Traffic control within the Construction Area shall be the responsibility of the WVDOH.

3.2.3 Special Planting Areas: Care must be taken when mowing or trimming near special planting areas, so as not to damage trees, shrubs, and wildflowers. Do not mow areas that have been delineated by mowing stakes to allow for the natural regeneration of native vegetation or for the establishment of specialized plantings, such as wildflowers and/or ornamental grasses. See reference **Statewide Pollinator Mitigation Program Flyer, Exhibit 1 (EXH 1)**.

If a vendor's negligence causes damage to an identified Pollinator Mitigation Program site, the vendor shall be financially responsible for all necessary repairs. Vendor shall not attempt to repair any Pollinator Mitigation Program site without the written consent of the WVDOH NEPA Compliance and Permitting section, as these sites are established and maintained utilizing a separate mitigation contract. A list of Pollinator Mitigation Program sites with coordinates can be obtained after award from the District Engineer or their designee.

3.2.4 Mowing & Trimming:

3.2.4.1 All mowing shall be preceded by the mower operators familiarizing themselves with the route which they will mow. Hazardous obstacles should be identified and marked with delineators readily identifiable by the operator while mowing. Delineators should be removed after mowing.

REQUEST FOR QUOTATION
Mowing Operations by Vendor, by County

3.2.4.2 The width of one (1) mower pass shall be at least five (5) feet wide (60”).

3.2.4.3 Unless otherwise specified, the Vendor shall mow vegetation to a height of 4-6 inches and mow all woody vegetation up to a maximum diameter of one (1) inch thickness.

3.2.4.4 Vendor shall mow in the direction of traffic.

3.2.4.5 Vendors must immediately remove vegetative material or other debris that was thrown onto the roadway pavement or shoulder pavement because of mowing operations.

3.2.4.6 Trimming shall be performed in conjunction with each cycle of shoulder mowing. Vendor shall trim the vegetation around roadside obstacles, such as signposts, utility poles, guardrail posts, guardrail end treatments, headwalls, catch basins, bridge end abutments, mailboxes, newspaper boxes, landscape plantings, natural woody vegetation and around paved and rock-lined ditches along the designated route, located within the designated mowing path. Trimming shall be incidental to mowing.

3.2.4.7 Hand mowing may be required for the trimming of roadside vegetation along roadway areas not safely accessible to larger mower units and in and around the various roadway appurtenances to maintain a neat and attractive appearance and provide safe sight distance.

3.2.4.8 For all categories of mowing, Vendor shall mow five (5) feet beyond guardrail, where possible, except where herbicides use was identified by the WVDOH on the ADO.

3.2.5 Equipment: Vendor shall have an adequate supply of mowing equipment in operable and well-maintained condition, and capable of performing work under this contract within a reasonable time frame, as specified by the District Engineer or their designee on the ADO. Vendor’s equipment must be capable of mowing a variety of landscapes, including steep slopes and behind guardrails.

3.2.5.1 Each piece of drivable mowing equipment shall have at least one (1) flashing, rotating, or oscillating amber light that is visible in all directions and shall be always functioning when vehicle is in use on WVDOH Property.

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3.2.5.2 The Vendors company name and phone number shall be prominently displayed on all drivable mowing equipment and work zone support vehicles, visible to the public, with lettering that is a minimum of 3-inches in height.

3.2.5.3 Vendors shall stock commonly wearable parts for speedy repairs to avoid unnecessary delays. Vendor shall keep the following on hand on the job site to avoid unnecessary delays: Spare blades and mower parts, tools, as necessary to change blades and make repairs, and sufficient fuel, oil, and grease for a full day's operation.

3.2.6 Right-of-Way Cleanup, Contract Items 1, 9 & 17: Right-of-Way Cleanup shall be performed in conjunction with mowing and shall include the collection and disposal of litter from along the designated route from within the anticipated pathway of the mower. Vendor shall dispose of litter in a lawful manner at the vendor's expense. If litter is shredded during mowing, the Vendor shall remove shredded litter debris from the WVDOH right-of-way within 24 hours of mowing.

3.2.6.1 Right-of-Way Cleanup for Expressway Applications shall be per acre. Right-of-Way Cleanup for Non-Expressway Applications shall be per road mile in a single direction. Right-of-Way Cleanup for Facility Applications shall be per acre.

3.2.7 Expressway Mowing & Trimming, Contract Item 2: Expressway Mowing and Trimming shall be bid per acre. The following mowing & trimming limits shall be observed by Vendor for the maintenance of an attractive roadway and to provide a safe sight distance, where possible, for Expressways except when otherwise specified by the District Engineer or their designee:

3.2.7.1 Interstate and Corridor Right-of-Ways: Mow and trim from 0 to 20 feet from the pavement edge, where possible.

3.2.7.2 Roadsides and Interchanges in Rural Areas: Mow and trim 30 feet from the edge of the pavement or to ditch line, whichever comes first. If a slope of 3:1 or greater is encountered prior to this limit, mow five (5) feet up the slope. If a 3:1 or greater fill slope is encountered, mow to the crest of the slope.

3.2.7.3 Interchanges in Urban Areas: Mow and trim entire area. If slope of 3:1 or greater is encountered, mow five (5) feet up the slope.

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3.2.7.4 Exit Ramps Intersecting Roadways: Where exit ramps intersect with roadways, mowing will be performed in such a manner that a maximum practical sight distance in all directions, not to exceed 500 feet, is maintained. The sight distance should be maintained as determined from the point where the driver can see approaching traffic on the roadway, allowing sufficient reaction time to stop or reduce speed as necessary before entering the roadway.

3.2.7.5 Medians Curbed or Non-Curbed, 60 Feet Wide or Less, with No Mounds: Mow the entire area.

3.2.7.6 Medians Curbed or Non-Curbed, 60 Feet Wide or Less with Mounds that Slope 3:1 or Greater: Mow and trim all flat areas and mow a maximum of five (5) feet up the slope behind the ditch line.

3.2.7.7 Medians 60 Feet Wide or Greater: Mow and trim 30 feet from the edge of pavement. If a slope of 3:1 or greater is encountered within this limit, mow a maximum of five (5) feet beyond guardrail except where herbicides are used by WVDOH as instructed by the District Engineer or their designee.

3.2.8 Non-Expressway Mowing & Trimming, Contract Item 10: Primary and paved secondary road shoulder mowing and trimming typically require mowing 10 feet from the edge of the pavement, on each side of the roadway where possible, including five (5) feet behind the ditch. Unpaved route shoulder mowing shall require mowing five (5) feet on each side of the roadway behind the ditch. Non-Expressway Mowing shall be bid per road mile in a single direction.

3.2.9 Facility Lawn Mowing & Trimming, Contract Item 18: The mowing and trimming of WVDOH facility lawns may utilize traditional yard or lawn mowing types of equipment, such as a riding mower or self-propelled lawn mower. Facility lawns should be mowed to a height of no less than two (2) inches, or to the height specified by the District Engineer or their designee listed on the ADO. Facility Lawn Mowing and Trimming shall be bid per acre.

3.2.10 Mobilization, Contract Items 3-4, 11-12, 19-20: Mobilization shall consist of all operations necessary to load and unload equipment, move personnel, supplies, and incidentals to the initial project site on an ADO to accomplish all operations that must be performed, including the cost that must be incurred to mobilize and begin work on a project.

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NOTE: A vendor may specify different mobilization rates for different counties by completing and submitting a separate ATT A per county. See Section 5.2 for additional information.

3.2.10.1 Initial Mobilization for Mowing Operations can only be charged once within a seven (7) day period, per ADO.

3.2.10.1.1 If one ADO is issued for the vendor to maintain the same project site(s) multiple times within a season, each deployment to the initial project site would qualify as an Initial Mobilization.

3.2.10.1.2 If the vendor performs a combination of services for different mowing categories under the same ADO, on the same day, they may only charge one (1) Initial Mobilization rate, using the higher mobilization rate bid for either service.

3.2.10.2 Additional Mobilization may be charged for moves of over five (5) miles between individual project locations, within the same ADO.

3.2.10.2.1 When a Vendor is required to move from one roadway to the adjacent roadway of a divided highway, Additional Mobilization for Mowing Operations will only be paid if the nearest interchange or crossing point that will accommodate the Vendor's equipment is over five (5) miles from the project locations.

NOTE: For Expressway Mowing operations, this provision may require roundtrip moves of up to 10 miles with no Additional Mobilization per project payment.

3.2.10.2.2 When work is anticipated to span multiple-days, Additional Mobilization may be charged at the start of each workday. Additional Mobilization should be anticipated and identified on the ADO for such mowing projects. If a project takes longer to complete than originally scheduled for, Additional

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Mobilization may only be charged for additional days with the prior approval of the District Engineer or their designee.

3.2.10.2.3 Inclement Weather-related project delays that cause work to span multiple days may qualify for Additional Mobilization at the discretion of the District Engineer or their designee.

3.2.10.2.4 Project delays that cause work to span multiple days at the responsibility of the vendor do not qualify for Additional Mobilization to the project site.

4. DAMAGED PROPERTY

4.1 Vendor shall not damage WVDOH property or the property of others while in the performance of this contract. The Vendor is responsible for repairing and/or replacing all property which has sustained damaged by the Vendor while executing work under this contract, including any damage caused by rocks thrown from the mower. This includes, but is not limited to, WVDOH property, utilities, and publicly or privately owned property.

4.2 Vendors shall not damage turf areas, slopes, trees, shrubs, delineator posts or other roadside features during mowing operations. The Vendor shall replace or repair damage to turf, slopes, trees, shrubs, signs, delineator posts, or other roadside features in like kind at the direction of WVDOH at no cost to the agency.

NOTE: See Section 3.2.3 regarding vendor damage to Pollinator Mitigation Program sites.

4.3 Vendor shall replace any mailbox that has been knocked down or damaged as a result of the mowing operation with a temporary mailbox that meets the minimum specifications of the United States Postal Service by the end of the workday. Replace the temporary mailbox within seven (7) calendar days with a permanent mailbox in like kind to the original mailbox to the approval of the WVDOH and the mailbox owner.

4.4 Vendor is responsible for all damage to their equipment sustained in performance of work under this contract.

5. CONTRACT AWARD:

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Mowing Operations by Vendor, by County

5.1 Contract Award: This Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract. Vendors must bid on all contract items within the category of mowing bid Expressway, Non-Expressway, and/or Facility. Vendor may bid on any or all categories of mowing but must bid a category in its entirety. Failure to bid on all items within any category bid will result in the disqualification of all contract items bid within the affected category of mowing.

5.1.1 Determining Low Bid Per Project: To determine the low bid vendor for individual projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for an individual project. A written ADO will be issued to the Vendor with the lowest overall total cost.

WVDOH reserves the right to request any one or combination of Contract Items for which bids are awarded at the lowest overall total as set forth in this section.

5.2 Pricing Pages, Attachment A (“ATT A”): Vendor shall complete the Pricing Pages by first identifying the county/counties for which they are bidding, and then by providing a bid price for each Contract Item listed within the mowing category/categories they intend to bid (Expressway, Non-Expressway, and/or Facility). Vendors may bid on any or all Counties. Vendors shall factor into their bid prices all equipment, materials, delivery, and labor required to provide Contract Items. Vendors shall complete the Pricing Pages for each mowing category bid in their entirety as failure to do so will result in Vendor’s bids being disqualified for that mowing category. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

5.2.1 The Pricing Page contains a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated mowing quantities per county are available on Exhibit 2 (EXH 2), Estimated Quantities for Mowing Operations by Vendor, by County. EXH 2 represent the approximate volume of anticipated vendor mowing projects only. No future use of the Contract or any individual item is guaranteed or implied.

5.2.2 Vendors should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Page spreadsheet for bid purposes by sending an email request to the following address: DOTOperations@wv.gov.

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5.2.3 Changing a column or row description, Contract Item description or unit of measure on the **Pricing Pages, Attachment A (ATT A)**, shall result in the disqualification of Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 5.2 shall result in the disqualification of the Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

5.3 Contract Award Transition: Upon the award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any ADO issued prior to the award of the contract shall remain in effect and should not be cancelled until that ADO is filled; however, after 10 working days of the Districts and Vendors notice, any ADO that has not been completely filled by the Vendors shall NOT be completed, and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that ADO only. No orders from prior contracts should be held open by the Districts or the Vendors longer than 10 working days after the effective date of use is announced for the new contract.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

6.2 ADO or Agency Delivery Order: District personnel must issue an Agency Delivery Order (ADO) from OASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work

REQUEST FOR QUOTATION
Mowing Operations by Vendor, by County

to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in OASIS and approved to "Final", prior to placing the order with the vendor. The District is responsible for creating the ADO in OASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email or fax. Verbal communication with the vendor is not considered an official order. In the event the vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from OASIS.

Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

6.2.1 Lead Time: The WVDOH should plan accordingly to allow the Contractor a minimum of 14 calendar days prior to the date of the agreed upon work start date on the ADO to allow Vendor to mobilize and begin work.

6.3 Payment: Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

7.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADO's and any Revisions or Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADO's/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

7.2 Negotiation of Dates: The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. **Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or their designee.**

REQUEST FOR QUOTATION
Mowing Operations by Vendor, by County

- 7.3 Delivery Time:** In accordance with Section 7 and the terms of this contract, the work shall be scheduled by the WVDOH. The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written ADO, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or their designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. Vendor shall ship/provide all orders in accordance with the dates assigned to each project per the ADO and shall not hold orders until a minimum delivery quantity is met. **No Vendor is authorized to begin work/services prior to the issuance of an ADO.**
- 7.4 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. The District Engineer or their designee will attempt to provide the Vendor with 1.5 hours' notice prior to scheduled start time in the event of adverse weather conditions. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such ADO changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 8.3 of this Contract Solicitation.
- 7.5 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Any failure to notify, acknowledge receipt of WVDOH's written ADO's/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the WVDOH Finance & Administration Division, Budget & Procurement Division.
- 7.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.

REQUEST FOR QUOTATION
Mowing Operations by Vendor, by County

Deliveries made by the Vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the Pricing Pages, contract specifications or order. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

- 7.7 Project Acceptance Criteria:** The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract specifications or the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed 20 calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee.

8. VENDOR DEFAULT:

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 8.1.2** Failure to comply with other specifications and requirements contained herein.
 - 8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4** Failure to remedy deficient performance upon request.
- 8.2** The following remedies shall be available to Agency upon default.
- 8.2.1** Immediate cancellation of the Contract.
 - 8.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 8.2.3** Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Mowing Operations by Vendor, by County

9. MISCELLANEOUS:

- 9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: TBD
Telephone Number: 304-686-2010
Fax Number: N/A
Email Address: info@masondixones.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

Vendor Name: Mason Dixon Energy Services, LLC

Vendor Instructions: Vendor shall mark with an "X" the counties that correspond with the pricing on this page. If Vendor has varied pricing per county, Vendor shall complete a separate, additional ATT A Pricing Page for each county pricing set and include it with the bid submission. Vendors may bid any or all mowing categories: Expressway, Non-Expressway, and/or Facility, however vendor must bid the intended categories in their entirety. Failure to bid all contract items within a mowing category shall result in the disqualification of the category bid. Failure to include ATT A with bid submission will result in the disqualification of the entire bid.

This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 5 of the contract specifications. See Exhibit 2 (EXH 2) for acreage and road mile mowing estimates, per county.

<i>District 1</i>	<i>District 2</i>	<i>District 3</i>	<i>District 4</i>	<i>District 5</i>	<i>District 6</i>	<i>District 7</i>	<i>District 8</i>	<i>District 9</i>	<i>District 10</i>
<input type="checkbox"/> Boone	<input type="checkbox"/> Cabell	<input type="checkbox"/> Calhoun	<input type="checkbox"/> Doddridge	<input type="checkbox"/> Berkeley	<input type="checkbox"/> Brooke	<input type="checkbox"/> Barbour	<input type="checkbox"/> Pendleton	<input type="checkbox"/> Fayette	<input type="checkbox"/> McDowell
<input type="checkbox"/> Clay	<input type="checkbox"/> Lincoln	<input type="checkbox"/> Jackson	<input type="checkbox"/> Harrison	<input type="checkbox"/> Grant	<input type="checkbox"/> Hancock	<input type="checkbox"/> Braxton	<input type="checkbox"/> Pocahontas	<input type="checkbox"/> Greenbrier	<input type="checkbox"/> Mercer
<input type="checkbox"/> Kanawha	<input type="checkbox"/> Logan	<input type="checkbox"/> Pleasants	<input type="checkbox"/> Marion	<input type="checkbox"/> Hampshire	<input type="checkbox"/> Marshall	<input type="checkbox"/> Gilmer	<input type="checkbox"/> Randolph	<input type="checkbox"/> Monroe	<input type="checkbox"/> Raleigh
<input type="checkbox"/> Mason	<input type="checkbox"/> Mingo	<input type="checkbox"/> Ritchie	<input type="checkbox"/> Monongalia	<input type="checkbox"/> Hardy	<input type="checkbox"/> Ohio	<input type="checkbox"/> Lewis	<input type="checkbox"/> Tucker	<input type="checkbox"/> Nicholas	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Putnam	<input type="checkbox"/> Wayne	<input type="checkbox"/> Roane	<input type="checkbox"/> Preston	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Tyler	<input type="checkbox"/> Upshur	<input type="checkbox"/>	<input type="checkbox"/> Summers	
		<input type="checkbox"/> Wirt	<input type="checkbox"/> Taylor	<input type="checkbox"/> Mineral	<input type="checkbox"/> Wetzel	<input type="checkbox"/> Webber			
		<input type="checkbox"/> Wood		<input type="checkbox"/> Morgan					

Contract Item #	Contract Item Description	Unit of Measure	List Price
EXPRESSWAY			
1	Right-Of-Way Cleanup	Acre	
2	Mowing & Trimming	Acre	
3	Initial Mobilization	Lump Sum	
4	Additional Mobilization	Lump Sum	
5	Pilot Truck & Driver	Day	
6	Traffic Control Devices	Unit	
7	Flagger	Hour	
8	Arrow Board	Day	
NON EXPRESSWAY			
9	Right-Of-Way Cleanup	Road Mile	
10	Mowing & Trimming	Road Mile	
11	Initial Mobilization	Lump Sum	
12	Additional Mobilization	Lump Sum	
13	Pilot Truck & Driver	Day	
14	Traffic Control Devices	Unit	
15	Flagger	Hour	
16	Arrow Board	Day	
FACILITY			
17	Right-Of-Way Cleanup	Acre	
18	Mowing & Trimming	Acre	
19	Initial Mobilization	Lump Sum	
20	Additional Mobilization	Lump Sum	
21	Pilot Truck & Driver	Day	
22	Traffic Control Devices	Unit	
23	Flagger	Hour	
24	Arrow Board	Day	

SEE ELECTRONIC VERSION OF ATTACHMENT A

Exhibit 2 (EXH 2)
ESTIMATED QUANTITIES FOR MOWING OPERATIONS BY VENDOR, BY COUNTY

The estimated purchase volume for each item represents the approximate volume of anticipated Vendor mowing projects only. No future use of the Contract or any individual item is guaranteed or implied.

County	Expressway Mowing (Acres)	Non-Expressway Mowing (Road Miles)	Facility Mowing (Acres)
Barbour	0	75	0
Berkeley	1000	1180	10
Boone	Unknown	Unknown	Unknown
Braxton	0	75	0
Brooke	51	333	0.5
Cabell	25	275	4
Calhoun	0	125	1.25
Clay	Unknown	Unknown	Unknown
Doddridge	125	700	0
Fayette	150	325	10
Gilmer	0	75	0
Grant	400	770	10
Greenbrier	200	375	10
Hampshire	0	1260	10
Hancock	52	356	0.5
Hardy	1200	925	10
Harrison	250	1400	0
Jackson	0	225	2
Jefferson	600	811	10
Kanawha	12	Unknown	Unknown
Lewis	0	75	0
Lincoln	0	275	0
Logan	50	200	1
Marion	250	1200	0
Marshall	166.4	422	2
Mason	Unknown	Unknown	Unknown
McDowell	0	111	0
Mercer	37.7	162.27	0
Mineral	0	833	10
Mingo	50	225	0
Monongalia	350	1300	0
Monroe	0	225	10
Morgan	0	756	10
Nicholas	200	245	10
Ohio	24	446	0.5
Pendleton	0	30	5
Pleasants	0	80	0.25
Pocahontas	0	30	5
Preston	350	1650	0

Exhibit 2 (EXH 2)
ESTIMATED QUANTITIES FOR MOWING OPERATIONS BY VENDOR, BY COUNTY

The estimated purchase volume for each item represents the approximate volume of anticipated Vendor mowing projects only. No future use of the Contract or any individual item is guaranteed or implied.

County	Expressway Mowing (Acres)	Non-Expressway Mowing (Road Miles)	Facility Mowing (Acres)
Putnam	10	Unknown	Unknown
Raleigh	59.2	161.44	0
Randolph	40	30	5
Ritchie	0	200	1
Roane	0	150	1
Summers	50	200	5
Taylor	0	670	0
Tucker	40	30	5
Tyler	20	400	0.5
Upshur	0	75	0
Wayne	25	375	0
Webster	0	75	0
Wetzel	10	450	0.5
Wirt	0	40	0.5
Wood	5	250	15
Wyoming	2.5	93.17	0

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT230000126

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Mason Dixon Energy Services, LLC

Company

Authorized Signature

6/28/2023

Date

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

ATTACHMENT A PRICING PAGE (ATT A)

Vendor Name: Mason Dixon Energy Services, LLC

Vendor Instructions: Vendor shall mark with an "X" the counties that correspond with the pricing on this page. If Vendor has varied pricing per county, Vendor shall complete a separate, additional ATT A Pricing Page for each county pricing set and include it with the bid submission. Vendors may bid any or all mowing categories: Expressway, Non-Expressway, and/or Facility, however vendor must bid the intended categories in their entirety. Failure to bid all contract items within a mowing category shall result in the disqualification of the category bid. Failure to include ATT A with bid submission will result in the disqualification of the entire bid.

This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 5 of the contract specifications. See Exhibit 2 (EXH 2) for acreage and road mile mowing estimates, per county.

<i>District 1</i>	<i>District 2</i>	<i>District 3</i>	<i>District 4</i>	<i>District 5</i>	<i>District 6</i>	<i>District 7</i>	<i>District 8</i>	<i>District 9</i>	<i>District 10</i>
<input type="checkbox"/> Boone	<input type="checkbox"/> Cabell	<input type="checkbox"/> Calhoun	<input checked="" type="checkbox"/> Doddridge	<input type="checkbox"/> Berkeley	<input checked="" type="checkbox"/> Brooke	<input type="checkbox"/> Barbour	<input type="checkbox"/> Pendleton	<input type="checkbox"/> Fayette	<input type="checkbox"/> McDowell
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		<input type="checkbox"/> Wood		<input type="checkbox"/> Morgan					

Contract Item #	Contract Item Description	Unit of Measure	List Price
EXPRESSWAY			
1	Right-Of-Way Cleanup	Acre	\$10.00
2	Mowing & Trimming	Acre	\$240.00
3	Initial Mobilization	Lump Sum	\$3,500.00
4	Additional Mobilization	Lump Sum	\$3,500.00
5	Pilot Truck & Driver	Day	\$1,460.00
6	Traffic Control Devices	Unit	\$1,460.00
7	Flagger	Hour	\$75.00
8	Arrow Board	Day	\$175.00
NON-EXPRESSWAY			
9	Right-Of-Way Cleanup	Road Mile	\$75.00
10	Mowing & Trimming	Road Mile	\$1,290.00
11	Initial Mobilization	Lump Sum	\$1,500.00
12	Additional Mobilization	Lump Sum	\$1,500.00
13	Pilot Truck & Driver	Day	\$1,460.00
14	Traffic Control Devices	Unit	\$1,460.00
15	Flagger	Hour	\$75.00
16	Arrow Board	Day	\$175.00
FACILITY			
17	Right-Of-Way Cleanup	Acre	\$25.00
18	Mowing & Trimming	Acre	\$500.00
19	Initial Mobilization	Lump Sum	\$450.00
20	Additional Mobilization	Lump Sum	\$450.00
21	Pilot Truck & Driver	Day	\$1,460.00
22	Traffic Control Devices	Unit	\$1,460.00
23	Flagger	Hour	\$75.00
24	Arrow Board	Day	\$175.00