



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
DEP13951

PAGE
1

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

VENDOR

\*709044251      304-464-4340  
 IVS HYDRO INC  
 PO BOX 457  
 INSTITUTE WV 25112

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

RECEIVED

OCT 03 2007

BY: .....

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				

BID OPENING DATE: 11/14/2007      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
<p>LEACHATE COLLECTION SYSTEM MAINTENANCE</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, IS SEEKING BIDS TO PROVIDE CLEANING OF LEACHATE COLLECTION AND TRANSPORTATION LINES AT TWENTY-TWO (22) LANDFILL FACILITIES MANAGED WITHIN THE LANDFILL CLOSURE ASSISTANCE PROGRAM (LCAP) IN WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS &amp; CONDITIONS, AND THE BID SCHEDULES AS ATTACHED.</p> <p>A MANDATORY PRE-BID IS SCHEDULED FOR TUESDAY, 10/23/07 AT 10:00 AM AT THE WVDEP HEADQUARTERS AT 601 57TH ST. CHARLESTON, WV 25304. (304.926.0499) FAILURE TO ATTEND THIS MANDATORY MEETING WILL RESULT IN BID DISQUALIFICATION.</p> <p>INCLUDED ATTACHMENTS INDICATE ESTIMATED LINE FOOTAGES NEEDING CLEANED AT EACH OF THE LANDFILLS. MAPS OF THE LANDFILLS WILL BE PROVIDED AT THE PRE-BID MEETING AND INCLUDED BY OFFICIAL ADDENDUM ALONG WITH ANY QUESTIONS OR CLARIFICATIONS RESULTING FROM THE PRE-BID MEETING.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Paul Taylor</i>	TELEPHONE 768-4307	DATE 11-14-07
TITLE Ops Manager	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**2**

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**CHUCK BOWMAN**  
**304-558-2157**

VENDOR FOR

\*709044251      304-464-4340  
 IVS HYDRO INC  
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10/01/2007				

BID OPENING DATE: **11/14/2007**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chuck Bowman</i>	TELEPHONE 768-1307	DATE 11-14-07
TITLE OPS Manager	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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# Request for Quotation

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

**\*709044251 304-464-4340**  
**IVS HYDRO INC**  
**PO BOX 457**  
**INSTITUTE WV 25112**

**ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/01/2007				

BID OPENING DATE: **11/14/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP13951</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 NO.'S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: *762-4320* DATE: *11-14-07*

TITLE: *OPS MANAGER* FEIN: ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/28/2007				

BID OPENING DATE: **11/14/2007**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>***** ADDENDUM NO. 1 *****</b></p> <p>ADDENDUM ISSUED FOR THE LEACHATE COLLECTION AND TRANSPORT FOR 22 LANDFILLS IN WV AS A RESULT OF THE MANDATORY PRE-BID MEETING OF 10/23/2007.</p> <p>ATTACHED ARE THE PRE-BID SIGN-IN SHEETS AND THE Q/A FROM THE MEETING.</p> <p>BID DATE AND OPENING TIME REMAIN 11/14/07 AT 1:30 PM.</p> <p><b>***** NO OTHER CHANGES *****</b></p>						

OCT 30 2007  
*AM*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Chuck Bowman</i>	TELEPHONE 768-4307	DATE 11-17-07
TITLE ops manager	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**RFQ# DEP13951  
Bid Sheet**

Department of Environmental Protection  
Office of Environmental Remediation  
Landfill Closure Assistance Program

**LCAP Leachate Collection System Maintenance Region One**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
1.	City of Buckhannon Landfill	LS	\$ <u>9,100.<sup>00</sup></u>
2.	Clarksburg Landfill	LS	\$ <u>9,000.<sup>00</sup></u>
3.	Marion County Landfill	LS	\$ <u>9,000.<sup>00</sup></u>
4.	Monongalia County Landfill	LS	\$ <u>8500</u>
5.	City of Morgantown Landfill	LS	\$ <u>9200<sup>00</sup></u>
6.	Preston County / Rehe Landfill	LS	\$ <u>9,000<sup>00</sup></u>
7.	Wheeling Landfill	LS	\$ <u>9,500<sup>00</sup></u>

**Total Project Cost =** \$ 63,300<sup>00</sup>

Company Name IUS Hydro

Name (printed) Brad Tyler Title Ops Manager

Address: 90 Box 457 Institute WV

Signature Brad Tyler Date 11-14-07

**RFQ# DEP13951**

**Bid Sheet**

Department of Environmental Protection  
 Office of Environmental Remediation  
 Landfill Closure Assistance Program

**LCAP Leachate Collection System Maintenance Region Two**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Amount</u>
1.	Berkeley County Landfill	LS	\$ <u>6,000<sup>00</sup></u>
2.	Fayette County Landfill	LS	\$ <u>2,400<sup>00</sup></u>
3.	Grant County / Petersburg Landfill	LS	\$ <u>4,500<sup>00</sup></u>
4.	Hampshire County Landfill	LS	\$ <u>2,500<sup>00</sup></u>
5.	Jefferson County Landfill	LS	\$ <u>4,000<sup>00</sup></u>
6.	McDowell County Landfill	LS	\$ <u>4,500<sup>00</sup></u>
7.	City of Montgomery Landfill	LS	\$ <u>3,100<sup>00</sup></u>
8.	Wyoming County Landfill	LS	\$ <u>3,560<sup>00</sup></u>

**Total Project Cost =** \$ 30,560<sup>00</sup>

Company Name IUS Hydro

Address: Po Box 457 Institute WV

Name (printed) Brad Tyler Title CPS Manager

Signature  Date 11-14-07



RFQ# DEP13951

Bid Sheet

Department of Environmental Protection  
Office of Environmental Remediation  
Landfill Closure Assistance Program

LCAP Leachate Collection System Maintenance Region Three


Item No.	Description	Unit	Amount
1.	Central WV Refuse Landfill	LS	\$ 4,100 <sup>00</sup>
2.	Don's Disposal Landfill	LS	\$ 5,300 <sup>00</sup>
3.	ERO Landfill	LS	\$ 5,000 <sup>00</sup>
4.	Fleming Landfill	LS	\$ 3,900 <sup>00</sup>
5.	Jackson County Landfill	LS	\$ 8,000 <sup>00</sup>
6.	Kanawha Western Landfill	LS	\$ 3,900 <sup>00</sup>
7.	Mingo County Landfill	LS	\$ 4,100 <sup>00</sup>

Total Project Cost \$ 34,300<sup>00</sup>

Company Name IUS Hydro

Address: Po Box 457 Institute WV

Name (printed) Brad Tyler Title ops manager

Signature  Date 11-14-07

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

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

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

Vendor's Name: IUS Hydro

Authorized Signature:  Date: 11-14-07