TYPE NAME/ADDRESS HERE

409 stahlman Aue.

David Braswell

Destan Fl. 32541

(850) 428-3773



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

Request for Quotation DEP14425

CHUCK BOWMAN 804-558-2157

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

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WHE	N RESPOND	ING TO	RFQ.	NSERT	NAME AND	ADDRESS IN	SPACE AR	OVE LABELE	D VENDOR'



TYPE NAME/ADDRESS HERE

Destin FL. 32541

(850)428-3773

· David Braswell

409 stahlman Ave.

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

#### Request for Quotation

**DEP14425** 

2

AMMINISTATION OF THE PROPERTY CHUCK BOWMAN \$04-558-2157

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

CATE PRINTED TERMS OF BALE SHIP VIA 5-08	FREIGHTTERMS
09/18/2008	<u> </u>
BID OPENING DATE: 11/06/2008 BID OPENING TIME 0	1:30PM
LINE QUARTER UOP: CO STEMAJUMBER UNIT-PRICE	AMCUNT
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS	
IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL	
NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY	
REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.	,
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.	
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) SUCCESSIVE ONE (1) YEAR PERIODS.	
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM VITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN	g Nov
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	T S
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).	Moderns
BEETAEVERAGE SIDE HORT ENVEYAND CONDITIONS	
SIGNATURE DAVID BLOWN TELEPHONE SO-428-3773 DATE	1/4/18
TITUE FEIN ADDRESS CHANGE	B TO BE NOTED ABOVE
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABEL	ED VENDOR'



TYPE NAME/ADDRESS HERE

409 Stahlman Ave.

tin Fl. 32541

David Braswell

(850) 428-3773

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

#### Request for Recommendation of the Recommenda Quotation

DEP14425

PROPERTY OF LITTLE STREET, STR

CHUCK BOWMAN 804-558-2157

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

DATE AFINITED TEAMS OF BALLE SHIPT/IA FO.B. FREIGHT TEAMS 09/18/2008 SID OPENING DATE: 11/06/2008 BID OPENING TIME 01:30PM QUANTITY LICE ITEM NUMBER JUNIT PRICE AVIGUNT insurance: successful vendor shall furnish proof of COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF ENSURANCE COVERAGE REQUIRED IS \$250,000. NORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTLY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOLD, AND IS TERMINATED WITHOUT FURTHER ORDER. REV. 9/98 wage rates: the contractor or subcontractor shall pay THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTIES, PURSUANT to west virginia code 21-5a, et, seq. (prevailing wage rates apply to this project) FOR PREVAILING WAGE RAVES PLEASE REFER TO: HTTP://WWW.WUSOS.ORG/ADLAW/WAGERATES/BUILDINGOS.HTM FOR QUESTIONS OR ASSISTANCE IN DETERMINING THE CORRECT PREVAILING WAGE RATES, CALL 304.558.7890, DIVISION OF LABOR. EXHIBIT 6 PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT contain provisions for price adjustments prior to the DRIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUC Bee reverse side por terms and conditions SIGNATURE o U ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for

**DEP14425** 

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KKKKKATODIH ESISI KORRESI SINDIYO ENGENGA KERMITOR KORKKINI CHUCK BOWMAN 04-558-2157

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

(850)428-37.73

David Braswell

RFQ COPY

TYPE NAME/ADDRESS HERE

409 Stanlman Ave.

Dest9n FL 3254)

DATE PRINTED TERMS OF BALE SHIP VIA E.O.S. ( FREIGHT TERMS 09/18/2008 BID OPENING DATE: 11/06/2008 BID OPENING TIME 01:30PM 2 (VIII) QUANTITY THE NUMBER Uniterios AMOUNT ! Price adjustment covers both upward and downward MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS Based on the "pass through" increase or decrease of raw MATERIALS AND/OR LABOR! WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE based upon an actual dollar figure, not a percentage. all price adjustment requests must be substantiated in MANNER ACCEPTABLE TO THE DIRECTOR OF PURCHASING, E.G. SOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, published price lists. Such requests for an increase should be received in writing by the director of PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIV DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT. PREFERRED TERMS: it is preferred that the prices on this contract are FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR, AND THAT PRICE ADJUSTMENTS BE REQUESTED AT TIME OF RENEWAL ONLY. EXHIBIT 10 REQUISITION NO.: DEP14425 ADDENDUM ACKNOWLEDGEMENT HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED Addendum(s) and have made the necessary revisions to my PROPOSAL, PLANS AND/OR SPECIFICATION, RTC. See heverseside hor terms and conditions: TELEPHONE **SIGNATURE** TITLE ADDRESS CHANGES TO BE NOTED ABOVE

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



TYPE NAME/ADDRESS HERE

909 Stahlman Ave.

Destin Fl. 32541

David Braswell

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

#### Request for Quotation

DEP14425

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CHUCK BOWMAN 304-558-2157

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

(850) 428 - 3773 DATE PRINTED TERMS OF BALLE SHIPVIA FLOTE FROM FROM THE PRINTED 09/18/2008 BID OPENING DATE: 11/06/2008 BID OPENING TIME 01:30PM AMOUNT QUANTITY ITEM NUMBER UNIT PRICE UOP .. ADDENDUM NO. NO. 1 ..... NO. 2 ..... NO. - 3 NO. NO. UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. vendor must clearly understand that any verbal REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY dral 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. SIGNATURE COMPANY DATE REV. 11/96 BEENEVERSES DE FORTERMS AND CONDITION BIONATURE you saniman للاق TITLE ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

ahlman Ave.

Request for SHEER STONES Quotation

**DEP14425** 

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CONTROL DE LA CONTRE LA CO CHUCK BOWMAN 304-558-2157

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

(650)428-3773

TYPE NAME/ADDRESS HERE

Destin Fl. 32541

David Braswell

RFQ COPY

DATE PRINTED TERMODERALE SHIP VIA F.O.B. FREIGHT TERMS 09/18/2008 BID OPENING DATE: 11/06/2008 BID OPENING TIME 01:30PM LINE **CUANTITY** LOP item number UNTPRICE AMOUNT NOTICE AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 MUST CONTAIN THIS INFORMATION ON THE FACE OF OR THE BID MAY NOT BE CONSIDERED: THE ENVELOPE SEALED BID CB-23 BUYER: DEP14425 RFO. NO.: 11/06/2008 BID OPENING DATE: BID OPENING TIME: 1:30 PM please provide a fax number in case it is necessary TO CONTACT YOU REGARDING YOUR BID: and Brakweu Contact Person (Please Print CLEARLY): Deull 409 stahlman MATELEPHONE MONATURE 50-428-3 TITLE ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR'

Rev. 09/08

1...

## State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

Application is made for 2.5% resident vendor preference for the reason checked:

_	ing the date of this certification; or,	dec continuodaly in west virginia for four (4) years immediatally precad-
_	business continuously in West Virginia for four (4) ownership interest of Bidder is held by another incli- maintained its headquarters or principal place of preceding the date of this certification; or,	esident vendor and has maintained its headquarters or principal place of years immediately preceding the date of this certification; or 80% of the vidual, pertnership, association or corporation resident vendor who has business continuously in West Virginia for four (4) years immediately
	Bidder is a nonresident vendor which has an affiliate and which has maintained its headquarters or princ years immediately preceding the date of this certifi	or subsidiary which employs a minimum of one hundred state residents cipal place of business within West Virginia continuously for the four (4) cation; or,
2.	Application is made for 2.5% resident vendor publication is a resident vendor who certifies that, during working on the project being bid are residents of Weinmediately preceding submission of this bid; or,	preference for the reason checked:  ng the life of the contract, on average at least 75% of the employees  est Virginia who have resided in the state continuously for the two years
3.	affiliate-or subsidiary which maintains its headqua minimum of one hundred state residents who certif	um of one hundred state residents or is a nonresident vendor with an rters or principal place of business within West Virginia employing a fles that, during the life of the contract, on average at least 75% of the aployees are residents of West Virginia who have resided in the state
4.	Application is made for 5% resident vendor pre Bidder meets either the requirement of both subdivi	oference for the reason checked: sions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. ——	Bidder is an Individual resident vendor who is a veters	reference who is a veteran for the reason checked: an of the United States armed forces, the reserves or the National Guard the four years immediately preceding the date on which the bid is
<del></del>	Bidder is a resident vendor who is a veteran of the in purposes of producing or distributing the commodities continuously over the entire term of the project, on	reference who is a veteran for the reason checked: Inited States armed forces, the reserves or the National Guard, if, for as or completing the project which is the subject of the vendor's bid and average at least seventy-five percent of the vendor's employees are tate continuously for the two immediately preceding years.
requiren	ments for such preference, the Secretary may order t	that a Bidder receiving preference has failed to continue to meet the he Director of Purchasing to: (a) reject the bid; or (b) assess a penalty diamount and that such penalty will be paid to the contracting agency hase order.
authorize the requi	es the Department of Flevenue to disclose to the Direct	ny reasonably requested information to the Purchasing Division and tor of Purchasing appropriate information verifying that Bidder has paid does not contain the amounts of taxes paid nor any other information
and acc	curate in all respects; and that if a contract is iss	ode, §81-5-3), Bidder hereby certifies that this certificate is true rued to Bidder and if anything contained within this certificate lify the Purchasing Division in writing immediately.
		Bigned:
Date:	. 1	Title:
*Check en	ny combination of proference consideration(s) indicated above	, which you are entitled to receive.

#### **DEP14425**

#### Contract Specifications

This Contract is to provide for the hauling and disposal of leachate from the Fayette County Landfill to the Minden/Arbuckle PSD Wastewater Treatment System near Oakhill, WV. Hauling will be at cost per 100 gallons.

A mandatory pre-bid conference will be held at the Fayette County Landfill. Failure to attend the pre-bid conference will result in disqualification of your bid.

#### Treatment Charges

The WVDEP shall be responsible for payment of the treatment charges to the wastewater treatment plant. These costs will not be included in the amount bid. The vendor shall submit load receipts to the WVDEP Project Manager from the wastewater treatment plant indicating date, time and amount of leachate disposed. These receipts must have the signature of the agent of the wastewater treatment plant and will be the basis for payment. Stamped signatures are not accepted.

#### Vendor Responsibilities:

The vendor is responsible for the pumping, hauling and delivery of leachate from the Fayette County Landfill to the Minden/Arbuckle PSD Wastewater Treatment located near Oakhill, WV.

The vendor shall comply with all common carrier requirements of the West Virginia Public Service Commission to haul leachate in the State of West Virginia. The vendor shall be solely liable for any damages or claim thereof resulting from the vendor's conduct in loading, transporting or unloading leachate, and agrees to fully indemnify the WVDEP for any such claims brought against it. The vendor will only haul and dispose of leachate at the times designated by the wastewater treatment plant. The contract shall require the vendor to haul from the tank connection as directed by the WVDEP.

The vendor shall lock the discharge valve while it is not in use. The Valve will remain locked to prevent unauthorized use. The WVDEP Project Manager will furnish all keys to the locks at the facility.

The vendor will have approved gauges or meters (site glasses or manometers, etc.) on the hauling equipment to be used for easy verification of the amount of each load by the

15:45

attendant at the disposal site. The vendor will verify and document the actual capacity of the equipment used to haul leachate.

The vendor shall maintain the liquid level in the leachate storage tank as low as possible to comply with the 15 day storage capacity requirement, as well as the zero discharge limitations in effect for the storage tank.

The vendor shall provide equipment suitable to the WVDEP for performing the work. The tanker(s) shall have adequate capacity to transport the volumes required. The WVDEP shall provide a graduated scale calibrated in feet and inches showing conversion ratios in gallons per vertical inch, based upon the tank gauge reading of the tank contents.

The vendor shall be responsible the payment of all costs associated with snow removal necessary during periods of inclement weather to assure compliance with this contract.

The WVDEP will otherwise maintain the access road to the landfill site, which shall include repair of potholes, soft areas, maintenance of drainage control devices and all other incidentals required.

For any future meters or totalizer instruments installed, the vendor shall maintain and submit all records reflecting any volumes of liquids removed from the tank.

#### DEF Responsibilities:

If required by the wastewater treatment plant, the WVDEP shall be responsible for payment of the sampling, testing, and reporting of the leachate constituents. Currently, each load is sampled, composite samples are created and the samples analyzed. The vendor may be required to collect and store these samples as well as test the pH of each load.

The WVDEP shall provide a form and the vendor shall complete the form in accordance with the graduated scale, indicating the beginning feet to the inch and corresponding number of gallons and the ending feet to the inch and corresponding number of gallons for every truck load and attach the form (s) to invoices submitted to the WVDEP for payment (See Attachments)

Mark Church, Project Manager
WVDEP Division of Land Restoration
717 Main Street, Suite 200
Summersville, WV 26651
Phone: 304-872-3800 or Cell # 304-545-0793

Fayette County Landfill Leachate Tank Readings

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4	4	19,978,32	10	4										
4	- 6	20,380.48	10	- 5	48,020.00	16	- 5	75,679,52		- 5	103,339.04	28		130,998.56
4	<u></u> B		10		48,404,16	16	**************************************	78,083,68		6	103,723.20	28		131,362.72
4	7	21,129.80	10	7	48,789.32	16	7	78,447.84		7	104,107.38	28		131,766.88
4	8	21,512.96	10	6}	49,172.48	18	8	78,832.00		B	104,491.52	28		132,151.04
4	B	21,897.12	10	9	49,559.84	15	9	77,218,15		9	104,875.68	28	<u> </u>	32,535,20
4	10	22,281.28	10	10	49,849,80	16	10	77,600,32	22	10	105,259.84	28	10 1	32,919,36
4	11	22,685,44	10	171	50,324.98	16	11	77,984,48		11]	105,844.00	28	111 1	33,303,52
5	D	23,049.60	11	0	50,709.12	17	Ō	78,368,64		0	108,029,16	29		33,687.68
	1	23,433.78	11	11	51,093,28	17	1	78,752,80		1	108,412,32	29		34,071.84
5 5		23,817.92	11		51,477.41	17	2	79,138.98	·	2	105,789.48	29		34,458,00
- <u> </u>	2						5			3				
5	3	24,202,08	11	3	51,861,60	17		79,521.12			107,180,84	29		34,840.16
5	41	24,586.24	11	4	52,245.78	17	4	79,905.28	23	_	107,584.80	28		35,224.32
. 5	罗	24,970,40	11	- 5	52,829.82	17	- 6	80,289.44	23	5	107,848.58	29		35,60B.46
5	8	25,254.58	11	B	53,014.08	17	용	80,673,60	23		109,333.12	58		35,002.64
5	7	26,738.72	71	. 7	63,398.24	17	7	81,057.76	23	7	108,717.28	29		38,376.60
5	8	26,122.88	11	6	59,762.40	17	8	81,441,92	23	9	109,101.44	29		30,76D.06
5	9	28,507.04	11	Ð	54,188,58	17	9	B1,826.08	23	9	109,485.60	29		37,145,12
E.	47	99 824 9N	11	1/1	54 4KN 79	17	10	אל חוים פח	23	40	100 BBG 70	20	10 1	77 E90 7A
										<u> </u>				

## Fayette County Leachate Log/Tank Gauge Readings

Load No.	Date	Tank Loading Start Time	Tank Loading End Time	Truck Volume	Truck No.	Gauge Start	Gauge Finish	Driver Initial
1								
2								
3	,	-						
4								
5					-		,	
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7					,			
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9								
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19		1 ** 1331 [1 ] [100]   200   2   2   2   2   2   2   2   2	(D) 10.000 1	r mismus damiens come		THE THE STATE OF		
20								
21 22							1	1
22								
23				W				
24								
25								

#### **DEP 14425**

#### Fayette County Landfill Leachate Hauling

#### Bid Schedule:

DESCRIPTION

QTY

COST

LEACHATE HAULING

(\$ / 100 GAL)

\$2.99

SIGNATURE DAWS BINGUILL DATE 114/08

The WVDEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable pursuant to Legislative Rule 148-CSRI1, 6.4.2

RFQ	No.DEP1///25
1.41	140-DEPT 4425

#### STATE OF WEST VIRGINIA Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

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

## PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

#### ANTITRUST:

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

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

#### LICENSING:

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

#### CONFIDENTIALITY:

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

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

Purchasing Affidavit (Revised 07/01/08)

# EPOT.

# **FAX TRANSMISSION**

Taking Care of Business

TO: <u>ST. Of West Varganga</u>	FROM: David Braswell
FAX NUMBER: 304-558-3970	SENDER'S . PHONE#: 850 - 478 - 3773
DATE: 1115108	#OF PAGES: 13
CUSTOMER'S NOTES:	

#### OFFICE DEPOT'S TERMS OF USE

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CUSTOMER SIGNATURE (REQUIRED):

#### **VISIT OFFICE DEPOT FOR YOUR:**

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PROMOTIONAL PRODUCTS

**BUSINESS CHECKS** 

STORE INFORMATION

OFFICE DEPOT # 2328 34940 Emerald Coast Pkwy Destin, Florida 32541

T - 850-650-0120

F - 850-650-5532

ods 02328cpc@officedepot.com

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