



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
DEP14795

PAGE
1

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

***525121401 304-548-7004**
BOMONT CONSTRUCTION SUPPLIES I
PO BOX 10
PROCIOS WV 25164-0010

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

| | | | | |
|-----------------------------------|---------------|----------|--------|---------------|
| DATE PRINTED 12/03/2009 | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|-----------------------------------|---------------|----------|--------|---------------|

BID OPENING DATE: **12/16/2009** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| ***** ADDENDUM NO. 1 ***** | | | | | | |
| ADDENDUM ISSUED FOR THE PINECREEK/OMAR LANDFILL LEACHATE HAULING CONTRACT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS RESULTING FROM THE MANDATORY PRE-BID MEETING ON 11/17/2009. THERE WERE NO QUESTIONS SUBMITTED AT THE MEETING THAT REQUIRED A WRITTEN RESPONSE. | | | | | | |
| BID OPENING DATE & TIME REMAIN 12/16/2009 AT 1:30 PM | | | | | | |
| ***** NO OTHER CHANGES ***** | | | | | | |
| 0001 | 1 | JB | | 962-86 | | 7.00 |
| LEACHATE HAULING PER 100 GAL. | | | | | | |
| ***** THIS IS THE END OF RFQ DEP14795 ***** TOTAL: | | | | | | 7.00 |

RECEIVED
 2009 DEC 15 PM 12:40
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------------|----------------------------------|-----------------------------------|
| SIGNATURE <i>Barbara J. Jones</i> | TELEPHONE 304 548-7004 | DATE 12-15-09 |
| TITLE President | FEIN 55-0773825 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP 14795
Project: Pinecreek/Cowan Wash

Bid Date: 12/16/09
Pre-Bid Date: 11/17/09

Name : ROBERT DINGESS
Company: DOWN UNDER CONSTRUCTION
Address: Rt 2 Box 157c
HARTS, WV 25524
Phone #: 304-855-2384 or 304-784-8775
Fax #: N/A
Email: downunderconst@hughes.net

Name : ALLEN MURDOCK
Company: BOMONT CONSTRUCTION
Address: PO Box 10 Procion
WV 25164
Phone#: 304-548-7004
Fax #: 304-548-7133
Email: bomontconst@yahoo.com

Name : Lori Pierson
Company: BBU Services of WV
Address: Po Box 169
Kenna, WV 25248
Phone #: 304-372-8192
Fax #: 304-372-8193
Email: loribbu@aol.com

Name : Larry Richards
Company: D.R. Contracting
Address: Rt. 1 Box 88d
Fayetteville WV 25840
Phone#: 304-573-6564
Fax #:
Email:

Name : Keven Whittington
Company: P.O. Box 169
Address: Kenna WV 25248
Phone #:
Fax #:
Email:

Name : CLYDE BENNETT
Company: WUDEP
Address: 717 Main St
Summersville
Phone#: 304-389-8180
Fax #: 304-872-3808
Email: Clyde.J.bennett@wv.gov

Name : Jackie Vance
Company: Charles Vance Cont.
Address: RR2 Box 200D
Williamson WV
25661
Phone #: 304-235-5468
Fax #: 304-235-5468
Email: cvcontracting@suddenlink.net

Name :
Company:
Address:
Phone#:
Fax #:
Email:



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RFQ COPY

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Bomont Const. & Supplies, Inc.
 P.O. Box 10
 Procious, WV 25164

SHIP TO

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|--------------|---------------|----------|-----|---------------|
| 10/22/2009 | | | | |

BID OPENING DATE: 12/16/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UQP | CAT NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|---------|-------------|------------|--------|
| 0001 | 1 | JB | | 962-86 | | 7.00 |
| <p>LEACHATE HAULING PER 100 GAL.</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION, SEEKS BIDS TO HAUL LEACHATE FROM THE PINECREEK/OMAR LANDFILL TO THE BUFFALO CREEK PSD WASTEWATER TREATMENT PLANT AT AMHERSTDALE, WV, OR THE NEAREST DEP APPROVED WASTEWATER TREATMENT PLANT, AS DIRECTED BY DEP. THE VENDOR WILL BE RESPONSIBLE FOR PUMPING, HAULING, AND DELIVERING THE LEACHATE FROM THE LANDFILL TO THE WATER TREATMENT PLANT. EACH LOAD WILL BE SAMPLED AT THE WATER TREATMENT PLANT, A COMPOSITE SAMPLE CREATED AND THE SAMPLES ANALYZED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS & CONDITIONS.</p> <p>A MANDATORY ON-SITE PRE-BID MEETING IS SCHEDULED FOR 11/17/2009, AT 10:00 AM AT THE LOCATION NOTED BELOW. ADDITIONAL INSTRUCTIONS PERTAINING TO THE PRE-BID MEETING ARE INCLUDED IN THE ATTACHED SPECIFICATIONS.</p> <p>DIRECTIONS: GO SOUTH ON 119 TO THE LOGAN EXIT. GO SOUTH ON RT 44 FOR 8 MILES TO OMAR. TURN RIGHT AT THE BRIDGE ACROSS FROM SANDY BOTTOM ROAD, THEN TRAVEL UP STREAM 0.1 MILES TO PINECREEK ROAD (CR 119/5) TURN RIGHT AND TRAVEL 0.8 MILE TO STONE QUARRY ON RIGHT</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1)</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|--------------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>Barbara J. Jones</i> | TELEPHONE 304 548-7004 | DATE 12-15-09 |
| TITLE President | FAX 55-0773825 | ADDRESS CHANGES TO BE NOTED ABOVE |

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RFQ COPY

VENDOR

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|---|----------|-----|--------|-------------|------------|--------|
| <p>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.</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) SUCCESSIVE 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 SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH 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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| TITLE President | FAX 55-0773825 | ADDRESS CHANGES TO BE NOTED ABOVE |

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

RFQ COPY

VENDOR PROPERTY

Bomont Const. & Supplies, Inc.
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| | | | | | | |
| <p>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 INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>THE VENDOR MUST PROVIDE PROOF OF AUTOMOBILE LIABILITY INSURANCE COVERAGE PRIOR TO THE AWARD OF THE CONTRACT. THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT) FOR PREVAILING WAGE RATES PLEASE REFER TO: HTTP://WWW.WVSOS.ORG/ADLAW/WAGERATES/BUILDING07.HTM FOR QUESTIONS OR ASSISTANCE IN DETERMINING THE CORRECT PREVAILING WAGE RATES, CALL 304.558.7890, DIVISION OF LABOR.</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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VENDOR

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| <p>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 A MANNER ACCEPTABLE TO THE DIRECTOR OF PURCHASING, E.G. GOVERNMENTAL 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 EFFECTIVE 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.</p> <p>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.</p> <p>NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> | | | | | | |

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| TITLE President | FAX 55-0773825 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| PAGE |
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RFQ COPY

PROPERTY

1
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|------|----------|-----|--------|-------------|------------|--------|

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: CB-23
 RFQ. NO.: DEP14795
 BID OPENING DATE: 12/16/2009
 BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304 548-7133

CONTACT PERSON (PLEASE PRINT CLEARLY):

Barbara J. Jones

***** THIS IS THE END OF RFQ DEP14795 ***** TOTAL: 7.00

| | | | |
|--------------------------------------|-------------------|-----------------------------------|------------------|
| SIGNATURE <i>Barbara J. Jones</i> | | TELEPHONE 304 548-7004 | DATE 12-15-09 |
| TITLE President | FAX 55-0773825 | ADDRESS CHANGES TO BE NOTED ABOVE | |

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DEP14795
Contract Specifications

To provide for the hauling and disposal of leachate from the Pinecreek/Omar Landfill to the Buffalo Creek PSD Wastewater Treatment Plant at Amherstdale, WV, or the nearest DEP approved wastewater treatment plant, as directed by DEP. Hauling will be at cost per 100 gallons.

A mandatory pre-bid conference will be held at the Pinecreek Omar Landfill. All interested parties are required to attend this meeting. Failure to attend the mandatory pre-bid shall result in disqualification of the bid. No one person may represent more than one bidder.

An attendance sheet will be made available for all potential bidders to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in disqualification of the bid. The State will not accept any other documentation to verify attendance. The bidder is responsible for ensuring they have completed the information required on the attendance sheet. The Purchasing Division and the state agency will not assume any responsibility for a bidder's failure to complete the pre-bid attendance sheet. In addition, we request that all potential bidders include their e-mail address and fax number.

All potential bidders are requested to arrive prior to the starting time for the pre-bid. Bidders who arrive late, but prior to the dismissal of the technical portion of the pre-bid will be permitted to sign in. Bidders who arrive after conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

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 Pinecreek/Omar Landfill.

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 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 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. In case of emergency, the vendor must respond within 4 hours of being contacted by the DEP.

The vendor shall notify the WVDEP Project Manager if the liquid level in the storage tank exceeds the freeboard arrow mark on the side of the tank, based upon the gauge readings of the tank contents.

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 for 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.

DEP 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 at the wastewater treatment plant, composite samples are created and the samples analyzed.

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 "A" and "B").

Clyde Bennett, Project Manager
WVDEP Division of Land Restoration
717 Main Street, Suite 200
Summersville, WV 26651
Phone: 304-872-3800 or Cell # 304-389-8180

DEP14795
Bid Schedule

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

| DESCRIPTION | QTY | COST |
|------------------|----------------|-------------|
| LEACHATE HAULING | (\$ / 100 GAL) | <u>7.00</u> |

SIGNATURE Barbara J. Jones DATE 12-15-09

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WVD31168

Classification:

EXCAVATION

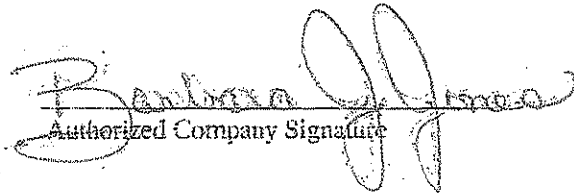
BOMONT CONSTRUCTION & SUPPLIES INC
DBA BOMONT CONSTRUCTION & SUPPLIES INC
PO BOX 9046
BOMONT, WV 25030


Date Issued

Expiration Date

MAY 25, 2009

MAY 25, 2010


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2009

| | |
|---|---|
| PRODUCER (304) 720-2000 FAX: (304) 720-2002 Mountain State Insurance Agency 1206 Kanawha Blvd. E. Charleston WV 25301 INSURED Somont Construction & Supplies Inc. P.O. Box 10 Prociouss WV 25164 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| INSURERS AFFORDING COVERAGE | NAIC # |
| INSURER A: BrickStreet Insurance | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|-------|---|---------------|------------------------------------|-------------------------------------|--|
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | | EXCESS/ UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | WC1001746106 | 10/26/2009 | 10/26/2010 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Verification of Insurance

CERTIFICATE HOLDER

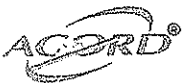
(304) 558-4115
 WV Department of Administration
 Attn: Purchasing Division
 2019 Washington Street East
 PO Box 50130
 Charleston, WV 25305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Annette Dearth/ANNE

Annette H. Dearth



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2009PRODUCER (304)720-2000 FAX: (304)720-2002
Mountain State Insurance Agency
1206 Kanawha Blvd. E.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Charleston WV 25301

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Bomont Construction & Supplies Inc.
465 Valley View Drive

INSURER A: State Auto Insurance Company 11017

INSURER B:

INSURER C:

INSURER D:

Clendenin WV 25045

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR. INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|-----------------------|---|---------------|------------------------------------|-------------------------------------|--|
| A | GENERAL LIABILITY | SPP226075205 | 5/19/2009 | 5/19/2010 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | PRODUCTS - COM/POP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY | BAP212766905 | 5/19/2009 | 5/19/2010 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| A | EXCESS / UMBRELLA LIABILITY | SPP226075205 | 5/19/2009 | 5/19/2010 | EACH OCCURRENCE \$ |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | SPP226075205 | 5/19/2009 | 5/19/2010 | WC STATU-TORY LIMITS |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | | | | OTH-ER \$ |
| | <input type="checkbox"/> Y/N | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | OTHER | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Verification of coverage

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Beverly Holstine/BEV

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.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Bomont Construction Supplies, Inc. Signed: Barbara J. Jones
Date: 12-15-09 Title: President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Bonmont Construction & Supplies, Inc.

Authorized Signature: Barbara J. Jones Date: 12-15-09