



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
WATER10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 43
 304-558-8806**

VENDOR

*709040458 800-999-3484
C I THORNBURG COMPANY INC
PO BOX 2163

HUNTINGTON WV 25722-2163

SHIP TO

**ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED 11/12/2009	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
0001	1	EA		885-70		
<p>WATER TREATMENT CHEMICALS</p> <p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR A STATE WIDE CONTRACT TO PROVIDE WATER TREATMENT CHEMICALS FOR ALL STATE AGENCIES AND ALL POLITICAL SUBDIVISIONS.</p> <p>*****</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/01/2009 AT 11:00 AM IN THE PURCHASING DIVISION CONFERENCE ROOM - BLDG. 15. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY</p>						

RECEIVED
 2009 DEC 16 AM 11:14
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Edward D. Morris* TELEPHONE: **304-523-3484** DATE: **12-16-09**

TITLE: **PRESIDENT** FEK: **55-0421240** 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



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11/12/2009				

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<p>PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR 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 BIDDERS FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>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.</p> <p>THE STATE OF WEST VIRGINIA RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS SHOULD IT BE FINANCIALLY BENEFICIAL.</p> <p>PRICES BID SHALL BE FIRM; AND BIDS SHALL INCLUDE ANY AND ALL SHIPPING COSTS.</p> <p>ATTACHEMENTS: PURCHASING AFFIDAVIT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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				RESIDENT VENDOR PREFERENCE EXHIBIT 10 - ADDENDUM ACKNOWLEDGEMENT EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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) 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 SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.		
				OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN		

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<p>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 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>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p>						

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<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <table style="width: 100%;"> <tr> <td>BUYER:</td> <td style="text-align: right;">FILE 43</td> </tr> <tr> <td>RFQ. NO.:</td> <td style="text-align: right;">WATER10</td> </tr> <tr> <td>BID OPENING DATE:</td> <td style="text-align: right;">12/16/2009</td> </tr> <tr> <td>BID OPENING TIME:</td> <td style="text-align: right;">1:30 P.M.</td> </tr> </table>							BUYER:	FILE 43	RFQ. NO.:	WATER10	BID OPENING DATE:	12/16/2009	BID OPENING TIME:	1:30 P.M.
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<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-523-0510</p> <hr/> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): EDWARD W. MORTISON, JR.</p> <hr/> <p>***** THIS IS THE END OF RFQ WATER10 ***** TOTAL: _____</p>						

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WATER10 General Specifications

SCOPE

This contract is to furnish water treatment chemicals to all state agencies and political subdivisions. It is the intent of this contract to cover current product applications and any new product applications as they become available. This bid shall be a Request for Quotation" (RFQ); it is preferred a single award for all items be issued to the lowest responsible bidder, whose products meet the minimum quality defined herein. A sample shall be provided upon request.

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting shall be held on Tuesday, December 1, 2009 at 11:00 a.m. The meeting will be held in the Purchasing Division Conference Room located at 2019 Washington Street, East (Capitol Complex - Building 15), Charleston, WV 25305. Any vendor who wishes to bid on this contract must be represented at this meeting. Failure to attend the pre-bid conference shall disqualify a vendor from bidding on this contract. No person can represent more than one bidder.

General Information

1. All products bid, furnished and delivered must meet the needs of the State of West Virginia. Each item bid on the pricing page must be identified with the brand and manufacturer's number on the bid form. Vendors are requested to type the pricing pages. Failure to indicate the minimum order quantity on the pricing sheets shall require the vendor to ship any quantity of that product ordered, regardless of order size.
2. Bidders shall complete the pricing on "WATER10 Pricing/Information Page". Bidders should complete all columns and information requested. Quantities for each item represent an approximate volume. No future use of contract is guaranteed or implied. The "unit price" must be the final price that will be charged to the State of West Virginia.
3. If bidding an "Equal To" other than the brand listed, bidders are required to supply literature with the chemical composition demonstrating the product is In fact equal in quality.
4. The lowest cost bid whose products meet or exceeds the acceptable quality, shall be awarded a contract.
5. The item or model number(s) may be updated at renewal. If the Purchasing Division extends the offer to renew, and the catalog prices have significant increases, Purchasing may decline and re-bid the contract.
6. Estimated Quantity amounts are shown for informational purposes only and should not be construed as a guarantee of any future contract usage.

WATER10 General Specifications

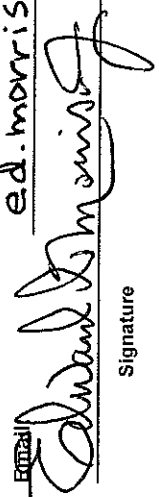
7. Orders shall be delivered within three (3) working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
8. All deliveries must be made during normal working hours for the delivery location. All shipments of products requiring a material safety data sheet (MSDS) shall include a MSDS included with the product.
9. All bids are to be quoted as F O B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$200.00. For orders less than \$200.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$200.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.
10. The successful bidder shall not substitute any other brand of products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
11. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
12. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.
13. Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract; and shall be credited or not invoiced if caught prior to billing.
14. Internet Access – Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and describe the process for setting up such ordering for state agencies. Internet access is not a requirement for bidding.

STATEWIDE CONTRACT: WATER10- PRICING PAGE						
ITEM #	Generic Description	EST. USAGE QTY.	UNIT PRICE	EXTENDED PRICE	BRAND/MODEL BID	MIN. ORDER QTY.
1	Aluminum Sulfate, 50 lb bag Comml.	100	\$ 20.00	\$ 2,000.00		
2	Calcium Hypochlorite, Min. 70%, 1", 45 lb pail	125	\$ 130.00	\$ 16,250.00		
3	Calcium Hypochlorite, 1", 100 lb drum	40	\$ 235.00	\$ 9,400.00		
4	Calcium Hypochlorite, Granular, 100 lb drum	10	\$ 210.00	\$ 2,100.00		
5	Liquid Chlorine - 150 lb. cyl.	30	\$ 85.00	\$ 2,550.00		
6	Soda Ash - Refined	140	\$ 16.50	\$ 2,310.00		
7	Soda Ash - Dense	150	\$ 16.70	\$ 2,505.00		
8	Soda Ash - Briquettes	105	\$ 19.00	\$ 1,995.00		
9	Sodium Fluoride	145	\$ 160.00	\$ 23,200.00		
10	Hydrated Lime	175	\$ 9.00	\$ 1,575.00		
11	Caustic Soda	180	\$ 167.00	\$ 30,060.00	LIQUID 50%	
12	Salt	200	\$ 10.75	\$ 2,150.00		
13	Muratic Acid	30	\$ 72.00	\$ 2,160.00		
14	Cyanuric Acid, 50 lb.	25	\$ 92.00	\$ 2,300.00		
15	Sodium Hypochlorite, 55 gallon	20	\$ 150.00	\$ 3,000.00		
16	Delpac 2020, 55 lb drum	20	\$ 210.00	\$ 4,200.00		
17	Delpac 2020, Bulk corrosive liquid	20	\$ 0.38 / LB			
18	Potassium Permanganate, 55 lb.	20	\$ 265.00	\$ 5,300.00		
19	Gallon Tote of Bulk Sodium	20	\$ 1.60 / GAL			
20	3" Calcium Hypochlorite 68% Tablet	150	\$ 160.00	\$ 24,000.00		
			GRAND TOTAL	\$		

*** See Attachment A for Item Specifications

Bidder Information

Name: THE C.I. THORNBURG CO., INC.
 Address: 4034 ALTIZER AVENUE
HUNTINGTON, WV 25705
 Telephone: 304 - 523 - 3484
 Fax#: 304 - 523 - 0510
ed.morrison@cithornburg.com


 Signature

ATTACHMENT A

STATEWIDE CONTRACT – WATER10 – ITEM SPECIFICATIONS

<u>ITEM#</u>	<u>DESCRIPTION</u>
1	<p>Aluminum Sulfate, 50 lb. bag, commercial grade</p> <p>General Chemical or Equal Mfg.: General Chemical or Equal Size: Standard Ground Net Wt.: 50 lb.</p>
2	<p>Calcium Hypochlorite, 45 lb pail, min. 70% chlorine, tablet form for use in swimming pools & water treatment</p> <p>Norweco or Equal Mfg.: Norweco or Equal Size: 1” Net Wt.: 45 lb.</p>
3	<p>Calcium Hypochlorite, 100 lb drum, min. 70% chlorine, tablet form for use in swimming pools & water treatment</p> <p>Norweco or Equal Mfg.: Norweco or Equal Size: 1” Net Wt.: 100 lb.</p>
4	<p>Calcium Hypochlorite, 100 lb drum, min. 70%</p> <p>Induclor (PPG) or Equal Mfg.: Induclor (PPG) or Equal Size: Granular Net Wt.: 100 lb.</p>
5	<p>Liquid Chlorine, 150 lb cylinder – <u>not for swimming pool use</u></p> <p>Jones Chemical or Equal Mfg.: Jones Chemical or Equal Size: 150 lb. Net Wt.: 150 lb.</p>

- 6 **Soda Ash, Anhydrous Sodium Carbonate,
99% by weight, refined, light, 50 lb**
- FMC – 100 or Equal
Mfg.: FMC Wyoming Corp. or Equal
Size: Standard Ground
Net Wt.: 50 lb.**
- 7 **Soda Ash, Anhydrous Sodium Carbonate,
99% by weight, dense, 50 lb**
- FMC – 100 or Equal
Mfg.: FMC Wyoming Corp. or Equal
Size: Standard Ground
Net Wt.: 50 lb.**
- 8 **Soda Ash, Anhydrous Sodium Carbonate,
99% by weight, briquettes, 50 lb**
- Western Briquettes or Equal
Mfg.: Briquettes Co. or Equal
Net Wt.: 50 lb.**
- 9 **Sodium Fluoride, 97% Pure, 125 lb. Drum, Course**
- Cryralline Structure (Granular) – to be used to
Fluoride drinking water
Chemtech (Solvay) or Equal
Mfg.: Chemtech (Solvay) or Equal
Size: Granular
Net Wt.: 125 lb.**
- 10 **Hydrated Lime, Min. 71% CAO, 50 lb. bag**
- Carmuse Corp, (Dravo) or Equal
Mfg.: Carmuse Corp. (Darvo) or Equal
Net Wt.: 50 lb.**
- 11 **Caustic Soda, 100% Crystal / Pellets, 55 Gal Drum**
- PPG (Univar) or Equal
Size: 55 Gal Drum
Net Wt.: 690 lb.**

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: THE C. I. THORNBURG Co., INC.Authorized Signature: Edward J. Morris Date: DECEMBER 16, 2009

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

- 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: THE C. I. THORNBURG CO., INC. Signed: [Signature] Title: PRESIDENT Date: DECEMBER 16, 2009

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

EXHIBIT 10

REQUISITION NO : WATER 10

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I 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
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.


SIGNATURE

THE C. I. THORNBURG Co., Inc.
COMPANY

DECEMBER 16, 2009
DATE