



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  
 DNR212005

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 FRANK WHITTAKER  
 304-558-2316

VENDOR

\*709050007      304-725-9140  
 SNYDER ENVIRONMENTAL SERVICES  
 270 INDUSTRIAL BLVD  
 KEARNEYSVILLE WV 25430

SHIP TO

DIVISION OF NATURAL RESOURCES  
 CACAPON RESORT STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 818 CACAPON LODGE DRIVE  
 BERKELEY SPRINGS, WV  
 25411      304-258-1022

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 09/09/2011   |               |          |        |               |

BID OPENING DATE: 10/06/2011      BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO. | ITEM NUMBER | UNIT PRICE                    | AMOUNT                      |
|---|----------|-----|---------|-------------|-------------------------------|-----------------------------|
| ***** ADDENDUM NO. 1 *****  |          |     |         |             |                               |                             |
| THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND TIME TO: |          |     |         |             |                               |                             |
| BID OPENING DATE: 10/06/2011  |          |     |         |             |                               |                             |
| BID OPENING TIME: 1:30 PM   |          |     |         |             |                               |                             |
| ***** END ADDENDUM NO. 1 *****                                      |          |     |         |             |                               |                             |
| 0001  | 1        | LS  |         | 968-95      | \$ 5,245 <sup>00</sup> /MONTH | \$ 62,940 <sup>00</sup> /YR |
| WASTEWATER TREATMENT PLANT OPERATIONS                               |          |     |         |             |                               |                             |
| ***** THIS IS THE END OF RFQ DNR212005 ***** TOTAL:                 |          |     |         |             |                               | \$ 62,940 <sup>00</sup> /YR |

RECEIVED  
 2011 OCT -6 AM 8:57  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael R. ...*      TELEPHONE 304-725-9140      DATE 10-5-2011  
 TITLE OPERATIONS SUPERINTENDENT      FEIN 55-0595347      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)**

8

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
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 SNYDER ENVIRONMENTAL SERVICES  
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 KEARNEYSVILLE WV 25430

SHIP TO

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 CACAPON RESORT STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 818 CACAPON LODGE DRIVE  
 BERKELEY SPRINGS, WV  
 25411      304-258-1022

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 09/01/2011   |               |          |        |               |

BID OPENING DATE: **10/04/2011**      BID OPENING TIME **01:30PM**

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE                   | AMOUNT                     |
|--|----------|-----|----------|-------------|------------------------------|----------------------------|
| 0001   | 1        | LS  |          | 968-95      | \$5,245 <sup>00</sup> /MONTH | \$62,940 <sup>00</sup> /YR |
| <p>WASTEWATER TREATMENT PLANT OPERATIONS</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE OPERATION AND SAMPLING OF THREE (3) WASTEWATER TREATMENT PLANTS AND FOUR (4) LIFT STATIONS AT CACAPON RESORT STATE PARK, BERKELEY SPRINGS, WV 25411.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304/558/4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/13/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 1</p> <p>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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS,</p> |          |     |          |             |                              |                            |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                    |                             |                                   |
|------------------------------------|-----------------------------|-----------------------------------|
| SIGNATURE<br><i>Michael R. ...</i> | TELEPHONE<br>(304) 725-9140 | DATE<br>10-5-2011                 |
| TITLE<br>OPERATIONS SUPERINTENDENT | FEIN<br>55-0595347          | ADDRESS CHANGES TO BE NOTED ABOVE |

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|--|----------|-----|----------|-------------|------------|--------|
| <p>CONDITIONS AND PRICING SET FORTH 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 SERVICES 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> <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>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</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|   |                                    |                                   |
|---|------------------------------------|-----------------------------------|
| SIGNATURE<br><i>[Signature]</i>           | TELEPHONE<br><b>(304) 725-9140</b> | DATE<br><b>10-5-2011</b>          |
| TITLE<br><b>OPERATIONS SUPERINTENDENT</b> | FEIN<br><b>55-0595347</b>          | ADDRESS CHANGES TO BE NOTED ABOVE |

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|--|----------|-----|----------|-------------|------------|--------|
| <p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</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<br/>           PURCHASING DIVISION<br/>           BUILDING 15<br/>           2019 WASHINGTON STREET, EAST<br/>           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> <p>BUYER:      44</p> <p>RFQ. NO.:      DNR212005</p> <p>BID OPENING DATE:      10/04/11</p> <p>BID OPENING TIME:      1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                    |                |           |
|--------------------|----------------|-----------|
| SIGNATURE          | TELEPHONE      | DATE      |
| <i>[Signature]</i> | (304) 725-9140 | 10-5-2011 |

|                           |            |                                   |
|---------------------------|------------|-----------------------------------|
| TITLE                     | FEIN       | ADDRESS CHANGES TO BE NOTED ABOVE |
| OPERATIONS SUPERINTENDENT | 55-0595347 |                                   |

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|---|----------|-----|----------|-------------|------------|----------------------------------|
| -----   |          |     |          |             |            |                                  |
| CONTACT PERSON (PLEASE PRINT CLEARLY):              |          |     |          |             |            |                                  |
| -----   |          |     |          |             |            |                                  |
| ***** THIS IS THE END OF RFQ DNR212005 ***** TOTAL: |          |     |          |             |            | <i>\$ 62,940<sup>00</sup>/YR</i> |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                  |                                    |                          |
|----------------------------------|------------------------------------|--------------------------|
| SIGNATURE<br><i>M. R. Jensen</i> | TELEPHONE<br><i>(304) 725-9140</i> | DATE<br><i>10-5-2011</i> |
|----------------------------------|------------------------------------|--------------------------|

|   |                           |                                   |
|---|---------------------------|-----------------------------------|
| TITLE<br><i>OPERATIONS SUPERINTENDENT</i> | FEIN<br><i>55-0595347</i> | ADDRESS CHANGES TO BE NOTED ABOVE |
|---|---------------------------|-----------------------------------|

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### **I. Operations: Class 1S**

Operation of the three (3) Wastewater Plants and four (4) Lift Stations will include but not be limited to the following:

Operate and regulate the automatic equipment, checking and changing oil in gear boxes, lubricating greased equipment overhaul, electric motors, pumps, chlorine and dechlorine contact chambers, flow meters, collection lines, scrapping hoppers, washing plants, controlling sludge for disposal and all related equipment.

Control the chlorine residual, temperature, clarity in clarifiers, PH, dissolved oxygen in mixed liquor and effluent and sludge volume tests as required by the West Virginia Department of Health.

Complete all wastewater testing and reports as required by the State of West Virginia, County Health Department and Federal Agencies. Vendor will cover cost of testing, reporting and sampling. Copies of reports are to be forwarded to Cacapon Resort State Park management and to Brian D. Carney, West Virginia State Parks, 324 4<sup>th</sup> Avenue, South Charleston, WV 25303-9913.

Fines and penalties levied against the agency because of improper operation, testing, sampling, etc. by the vendor will be responsibility of the vendor. Vendor shall indemnify Agency for any such fines and penalties, and any costs associated therewith.

### **II. Routine & Incidental Maintenance:**

Contractor shall perform all necessary testing and routine incidental maintenance and mechanical adjustment services required to operate the wastewater treatment plants and lift stations in accordance with all pertinent public wastewater regulations. Plants are to be operational 24 hours per day.

The four (4) Effluent Lift Stations are to be visited as often as necessary to insure efficient operation.

There are three (3) Sewage Treatment Plants. The main sewage plant located near the park entrance will be visited daily. The sewage plants in the Middle and North Fork cabin area are to be visited a minimum of two times per week. The vendor and its personnel must have applicable wastewater state certifications to operate and maintain wastewater plants and lift stations.

Chlorine, Dechlor Tablets, Bacteria, Enzymes, and other various sundry materials and chemicals necessary for the operation of all sewage treatment facilities will be purchased and stocked by the vendor. The operator will keep accurate records of all materials purchased along with their cost and provide this information to Cacapon Resort State Park management on a monthly basis.

All wastewater treatment plant sand filters must be kept clean of grass, weeds, trees and waste materials at all times. The removal and replacement of the sand for the filters and drying beds will

be the responsibility of the vendor as this is a routine operating function rather than construction or improvement. Vendor will cover the cost of this replacement.

Routine and incidental removal and replacement of sand filter rakings and of waste sludge will be the responsibility of the vendor as this is a routine operating function rather than construction or improvement. Vendor will cover the cost of this replacement.

The polishing pond located at Middle Fork cabin area must be kept free of floating weeds and debris.

The vendor is to inform park management when the two (2) septic tanks located at Middle Fork and North Fork cabin area need pumped. The park will cover the cost of pumping the septic tanks.

The vendor is responsible for having sludge pumped from wastewater plants to sufficiently maintain plants in proper working condition. All records of sludge removal shall be maintained by contractor with copies forwarded to park management. Contractors hauling sludge shall have proper permits in accordance with all state and federal regulations. Vendor will be responsible for cost of sludge removal.

Sludge tests are to be kept updated. Sludge drying filter beds are to be kept clean and free of materials and debris. Only sludge from Cacapon Resort State Park may be placed on drying beds.

Vendor is responsible for posting signs at proper locations that are required by county, state and federal agencies.

Vendor must meet with representatives from all regulatory agencies when they visit the treatment facilities as required. Vendor will be advised of these visits by park staff or by the regulatory agencies.

Any non-emergency maintenance needs that are not incidental to routine plant operations will be identified to the Maintenance Supervisor of Cacapon Resort State Park and the same will be handled or arranged by park staff.

### III. **Emergency:**

Vendor will provide 24 hour a day emergency service to deal with emergency issues at the wastewater treatment plants and lift stations. Due to the extremely important issue of providing wastewater service to the park, the vendor agrees to respond immediately, within 4 hours of notification, to any emergency operational, mechanical adjustment, or equipment failure calls or and emergency situation causing or having the potential to disrupt wastewater services to the park and its visitors.

It will also be the responsibility of the contractor to complete any emergency adjustment and maintenance to pumps, controls, equipment, etc. immediately upon their malfunction. Emergency



mechanical adjustment and maintenance service must be available 24 hours a day, seven days a week.

Temporary and or emergency maintenance/adjustments will include only such work as is necessary and incidental to assuring of uninterrupted wastewater services to the park and public.

For the purposes of this contract "emergency" is defined as any situation which may cause a disruption of wastewater services to the park and its visitors. "Immediate" and "immediately" are defined as time constraints the contractor must comply with to insure there is no disruption of wastewater service to the park and its visitors. At no time will the contractor permit the park or its visitors to be without wastewater service.

#### **IV. Repairs and/or Replacement Parts – Not Covered Under this Contract**

Any repairs and/or replacement parts are not covered under this contract. All repairs will be bid out separate and apart from this contract on an as needed basis.

#### **V. Response Time:**

Vendor must respond on-site within 4 hours of the call from the park. It is critical that the park wastewater service is not interrupted. Vendor is expected to have all repairs completed within 24 hours of on-site visit, or such time as to not allow interruption of the wastewater services. Any repairs not possible within the 24 hour period must have approval from the park management.

DNR212005

Wastewater Treatment Plant & Lift Station Operation  
Cost Sheet

Lump sum monthly payment to include all operation, testing, sampling and routine and incidental maintenance as well as emergency mechanical adjustment or replacement costs to operate three (3) Wastewater Treatment Plants and four (4) Lift Stations 365 days per year.

Lump sum Monthly Fee: \$ 5,245<sup>00</sup>

Lump sum Monthly Fee \$ 5,245<sup>00</sup> X 12 months = Total Yearly Cost \$ 62,940<sup>00</sup>

Telephone number for emergency response 24 hours a day to be listed here:  
304-279-3334

MICHAEL MERCER

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: SLYDER ENVIRONMENTAL SVC. Signed: [Signature] Title: OPERATIONS SUPERINTENDENT Date: 10-5-2011

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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

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

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

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

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: SNYDER ENVIRONMENTAL SERVICES

Authorized Signature: [Signature] Date: 10-5-2011

State of West Virginia

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of October, 2011.

My Commission expires December 7, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

