



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation

Proc Folder: 147507

Doc Description: Open-end contract for hauling leachate from Midwest LF

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-14	2016-03-09 13:30:00	CRFQ 0313 DEP1600000040	1

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Name, Address and Telephone Number:  
FECC, INC.  
3652 OLD WINTER GARDEN ROAD  
ORLANDO, FL 32805  
PHONE 407/296-9995

03/08/16 09:17:56  
WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Beth Collins  
(304) 558-2157  
beth.a.collins@wv.gov

Signature X

FEIN # 59-2964880

DATE 3/7/2016

All offers subject to all terms and conditions contained in this solicitation  
TIMOTHY S. LAWING, VICE PRESIDENT

**ADDITIONAL INFORMATION**

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR THE MIDWEST DISPOSAL LANDFILL LEACHATE HAULING, PER THE ATTACHED SPECIFICATIONS AND DOCUMENTATION.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ENVIRONMENTAL REMEDIATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Landfill services	100.00000	EA	\$3.88/100 GALLONS	-----

Comm Code	Manufacturer	Specification	Model #
76122000			

**Extended Description :**  
 Leachate hauling per 100 gallons.

**SCHEDULE OF EVENTS**

Line	Event	Event Date	
1	Mandatory Pre Bid at 10:00 AM, EST	2016-02-16	MARC ADAMS OF FECC, INC. ATTENDED THE MANDATORY PRE-BID ON 2/16/2016.
2	Question Submittal Deadline at 5:00 PM, EST	2016-02-19	

6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

LANDFILL SERVICES, LEACHATE HAULING PER 100 GALLONS  
SEALED BID: CRFQ 0313 DEP160000040  
BUYER: STATE OF WEST VIRGINIA, DEPT OF ADMINISTRATION, PURCHASING DIVISION  
SOLICITATION NO.: CRFQ 0313 DEP160000040 FOR DEPT. OF ENVIRONMENTAL PROTECTION  
BID OPENING DATE: WEDNESDAY, MARCH 9, 2016  
BID OPENING TIME: 1:30 PM  
FAX NUMBER: FECC, INC. 407-296-9125

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)  
 Technical  
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 9, 2016 at 1:30 PM, EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**7. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid. **The Bid Bond is to be a fixed \$5,000.00 SEE ATTACHED CASHIER'S CHECK PROVIDED IN LIEU OF A BID BOND FOR \$5,000.00 DRAWN ON PNC BANK DATED 3/7/2016 FROM FECC, INC.**

REQUEST FOR QUOTATION  
Midwest Disposal Landfill Leachate Hauling

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7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

FECC, INC.  
Contract Manager: MARC ADAMS, OPERATIONS MANAGER  
Telephone Number: CELLULAR 304-282-6640  
Fax Number: 407-296-9125  
Email Address: madams@feccorporation.com

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

FECC, INC., 3652 OLD WINTER GARDEN ROAD, ORLANDO, FL 32805

(Company)



(Authorized Signature) (Representative Name, Title)

LINDY L. KIRKLAND, PRESIDENT

PHONE 407-296-9995; FAX 407-296-9125 DATE: 3/7/2016

(Phone Number) (Fax Number) (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.


Addendum Numbers Received:  
(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

**FECC, INC., 3652 OLD WINTER GARDEN ROAD, ORLANDO, FL 32805**

Company



Authorized Signature  
TIMOTHY S. LAWING, VICE PRESIDENT

3/7/2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

COPY

FORM 128489-0812  
00100812

# CASHIER'S CHECK

**PNC BANK**  
PNC Bank, National Association  
Florida, Bank 001

No. [REDACTED]

DATE MARCH 07, 2016

PAY TO THE ORDER OF STATE OF WEST VIRGINIA

FIVE THOUSAND AND 00 / 100\*\*\*\*\* \$ 5,000.00

FECC, INC. DOLLARS

Security features included. Details on back.

REMITTER

**MIX**  
Paper from responsible sources  
FSC® C101637

BID SECURITY FOR CRFQ 0313  
DEP160000040, LANDFILL  
SERVICES, LEACHATE HAULING PER

[REDACTED]

PNC Bank, National Association

*Susan Cham*

OFFICIAL SIGNATURE

MP



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: FECC, INC. 3652 OLD WINTER GARDEN ROAD, ORLANDO, FL 32805

Authorized Signature: *TS Lawing* Date: 3/7/2016  
**TIMOTHY S. LAWING, VICE PRESIDENT**

State of FLORIDA

County of ORANGE, to-wit:

Taken, subscribed, and sworn to before me this 7<sup>TH</sup> day of MARCH, 20 16.

My Commission expires August 14, 20 18.

**AFFIX SEAL HERE**  
  
**LINDA DIANE MORRIS**  
MY COMMISSION # FF 147858  
EXPIRES: August 14, 2018  
Bonded Thru Budget Notary Services

**NOTARY PUBLIC** *Linda Diane Morris*  
**LINDA DIANE MORRIS**

**PERSONALLY KNOWN** Purchasing Affidavit (Revised 07/01/2012)