

Request for Quotation

SHIP

DEP13975

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

VEXDOR

*709044251 IVS HYDRO INC 304-464-4340

PO BOX 457

INSTITUTE WV 25112 **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 FREIGHT TERMS FO.B. 04/02/2008 BID OPENING DATE: 05/08/2008 BID OPENING TIME 01:30PM QUANTITY LINE UOP ITEM NUMBER UNIT PRICE AMOUNT \$ 0001 JΒ 962-86 90 6. 1 LEACHATE HAULING PER 100 GAL. APR 0 8 2008 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 JACKSON COUNTY LANDFILL TO THE TOWN OF SISSONVILLE WASTEWATER TREATMENT PLANT THE VENDOR WILL BE LOCATED AT SISSONVILLE, WV. RESPONSIBLE FOR PUMPING, HAULING, AND DELIVERING THE LEACHATE FROM THE LANDFILL TO THE WATER TREATMENT EACH LOAD WILL BE SAMPLED AT THE WATER TREAT-PLANT. MENT PLANT, A COMPOSITE SAMPLE CREATED, AND THE SAMPLES ANALYZED PER THE ATTACHED SPECIFICATIONS, TERMS & CONDITIONS. MANDATORY ON-SITE PRE-BID WILL BE HELD 04/24/2008 AT FAILURE TO ATTEND WILL RESULT IN DISQUALI-FICATION OF VENDOR'S BID. FROM I-77N, TAKE EXIT 138 (RIPLEY) AND DIRECTIONS: TURN LEFT AT THE TRAFFIC LIGHT. GO UNDER THE INTERSTATE BRIDGE TO THE NEXT TRAFFIC LIGHT AND TURN RIGHT ONTO CLAY LICK ROAD TOWARD THE HOSPITAL. STAY ON CLAY LICK ROAD. APPROXIMATELY 1 1/2 MILES FROM THE DOH GARAGE, BEAR RIGHT. THE YELLOW GATE IS RECEIVED FOR THE JACKSON COUNTY LANDFILL. ***PLEASE REVIEW ADDITIONAL SPECIFICATIONS AND TABLES 2008 MAY -8 A 8: 31 AS ATTACHED*** CUPCHASING DIVISION STATE OF WY SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATIONE

554529132

304-768-4307

ADDRESS CHANGES TO'BE'NOTED ABOVE

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

- 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 \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
- 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, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 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.
- Complete all sections of the quotation form.
- Unit prices shall prevail in cases 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.

SIGNED BID TO:

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



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CHUCK BOWMAN 304-558-2157

PO BOX 457

***709044251** IVS HYDRO INC

304-464-4340

INSTITUTE WV 25112 **ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF WASTE MANAGEMENT **601 57TH STREET SE** CHARLESTON, WV 25304 304-926-0499

F.O.B. FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA 04/02/2008 BID OPENING DATE: 05/08/2008 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT EXHIBIT 1 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE 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 THE "REASONABLE TIME" PERIOD SHALL DRIGINAL CONTRACT. NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS. THE DIRECTOR OF PURCHASING RESERVES THE CANCELLATION: 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 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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS: TELEPHONE 304-08-4309 DATE SIGNATURE

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25304 304-926-0499

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25304 304-926-0499

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RFQ NUMBER DEP13975

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DEP13975 Contract Specifications

To provide for the hauling and disposal of leachate from the Jackson County Landfill to the Town of Sissonville Wastewater Treatment Plant at Sissonville, WV. Hauling will be at cost per 100 gallons.

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

Treatment Charges:

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

Vendor Responsibilities:

The vendor is responsible for the pumping, hauling and delivery of leachate from the Jackson County Landfill to the Town of Sissonville Wastewater Treatment Plant located in Sissonville, WV.

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

DEP13975 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)

DATE _ 5/7/08

ATTACHMENT "B" Jackson County Leachate Log/Tank Gauge Readings

Date	Start Time	End Time	Truck Volume	Truck Number	Gauge Start	Gauge Finish	Driver Initial
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STATE OF WEST VIRGINIA Purchasing Division

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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 exceed 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.

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

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

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

Vendor's Name:	13 Ay Ore)			
Authorized Signature:			Date:	5/11/08	,
Purchasing Affidavit (Revised 06/s	15/07)				