



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305

**Request for  
 Quotation**

RFO NUMBER  
 DEP14295A

PAGE  
 1

RECEIVED JUL 08 2008

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

\*709062553 412 384 5353  
 UNIVAR USA INC  
 PO BOX 303  
 328 BUNOLA RIVER ROAD  
 BUNOLA PA 15020

ENVIRONMENTAL PROTECTION  
 DEPT. OF  
 OFFICE OF SPECIAL RECLAMATION  
 116 INDUSTRIAL DRIVE  
 OAK HILL, WV  
 25901 304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/01/2008				

BID OPENING DATE: 07/17/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	GL		885-78	*NO BID	
7/10/08	<p>LIQUID CAUSTIC SODA (SODIUM HYDROXIDE)            *AT THE PRESENT TIME, WE ARE UNABLE TO QUOTE THIS REQUIREMENT. WE APPRECIATE THE OPPORTUNITY TO HAVE REVIEWED THIS REQUEST FOR QUOTATION AND WISH TO BE INCLUDED IN YOUR FUTURE REQUIREMENTS/REQUESTS. THANK YOU.            THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF SPECIAL RECLAMATION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO AWARD AN OPEN-END CONTRACT TO SUPPLY A TWENTY PERCENT (20%) SOLUTION OF LOW IRON GRADE LIQUID CAUSTIC SODA (SODIUM HYDROXIDE), TO THE LOCATIONS IDENTIFIED HEREIN, PER THE ATTACHED SPECIFICATIONS, BID REQUIREMENTS, TERMS &amp; CONDITIONS, AND THE ESTIMATED QUANTITIES NOTED ON THE ATTACHED BID SCHEDULE.</p> <p>VENDOR AGREES THAT THE PRODUCT IS TO BE DELIVERED ON DEMAND TO THE FOLLOWING WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROJECT SITES:</p> <ol style="list-style-type: none"> <li>1. ALTON (DLM) PROJECT IN UPSHUR COUNTY NEAR ALTON</li> <li>2. F &amp; M MINE SITE IN PRESTON COUNTY NEAR TUNNELTON</li> <li>3. GRASSY RUN SITE IN UPSHUR COUNTY IN NORTON</li> <li>4. ROYAL SCOT PROJECT IN GREENBRIER COUNTY IN ANJEAN</li> <li>5. T &amp; T PROJECT IN PRESTON COUNTY NEAR BRUCETON MILLS</li> <li>6. BUFFALO COAL CO. IN PRESTON COUNTY NEAR MT. STORM</li> </ol> <p>BECAUSE OF THE ACIDIC NATURE OF THE MINE SOILS ON THES PROPERTIES, IT IS NECESSARY TO MAINTAIN A TREATMENT FACILITY WHICH UTILIZES CAUSTIC SODA WHICH IS STORED IN BULK TANKS. AS ON-SITE SUPPLIES OF THE CHEMICAL ARE DEPLETED, IT IS NECESSARY TO ORDER AND RECEIVE ADDITIONAL QUANTITIES TO MAINTAIN AN ADEQUATE SUPPLY ON THE SITES AT ALL TIMES.</p>					

RECEIVED  
 08 JUL 14 AM 9:51  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Donald McCulloch, Univar Sales Rep TELEPHONE: DATE: 7/10/08  
 TITLE: Sales Rep 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 \$125.00 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.
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, this Contract may be deemed null and void, and terminated 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 Covered 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 Alcohol 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."

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



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<p>THE CURRENT USAGE RATE IS ESTIMATED AT 550,000 GALLONS OF CAUSTIC PER YEAR. THIS REQUIRES THE DELIVERY OF ONE OR TWO TRUCKLOADS (APPROXIMATELY 3,500 GALLONS EACH) PER WEEK, THE STORAGE TANK CAPACITY IS BETWEEN 500 TO 5,000 GALLONS EACH AND TANKS ON SITE ARE AS FOLLOWS:</p> <p>ALTON (DLM) PROPERTIES - FOURTEEN STORAGE TANKS            F&amp;M MINE SITE - THREE STORAGE TANKS            BUFFALO COAL COMPANY - FIVE STORAGE TANKS            GRASSY RUN - ONE STORAGE TANK            T&amp;T PROJECT - ONE STORAGE TANK            ROYAL SCOT (LECKIE SMOKELESS) - ELEVEN TANKS</p> <p>DELIVERIES TO ALL OF THESE AREAS REQUIRE THE USE OF A TRI-AXLE DELIVERY TRUCK. DELIVERY MUST BE MADE UNDER ANY AND ALL ROAD AND WEATHER CONDITIONS AS DEEMED NECESSARY BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO MAINTAIN SATISFACTORY TREATMENT OF EACH SITE. THE VENDOR SHALL BE RESPONSIBLE FOR MAKING DELIVERIES OF THE CHEMICAL TO THE SITES WHICH ARE ALL LOCATED IN REMOTE AREAS. THE ROAD IS PASSABLE; HOWEVER, DURING INCLEMENT WEATHER, PASSAGE IS SOMETIMES DIFFICULT. DELIVERY WILL BE REQUIRED DURING ALL WEATHER CONDITIONS AND ON TWENTY-FOUR (24) TO FORTY-EIGHT (48) HOURS NOTICE AND AT A SPECIFIED TIME. THE DRIVER WILL BE REQUIRED TO HAVE ALL CONNECTIONS AND FITTINGS NECESSARY TO DELIVER THE PRODUCT. SOME ROAD MAINTENANCE EQUIPMENT AND OPERATORS WILL BE AVAILABLE, AND PERSONNEL WILL BE ON HAND TO DIRECT AND SUPERVISE THE FILLING OF THE STORAGE TANK(S).</p> <p>THE ACQUISITION AND UTILIZATION OF ALL REASONABLE AND NECESSARY EQUIPMENT, LICENSES, PERMITS, SPECIALIZED</p>						

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<p>EQUIPMENT, ETC., WILL BE THE EXCLUSIVE RESPONSIBILITY OF THE VENDOR. DELIVERY SHALL BE MADE IN A TRI-AXLE TANKER TRUCK EQUIPPED TO SAFELY TRANSPORT AND TRANSFER THESE CHEMICALS TO THE TREATMENT SITE STORAGE TANK(S).</p> <p>THE CONTRACT IS INTENDED TO SERVICE THE AFOREMENTIONED PROPERTIES; HOWEVER, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION RESERVES THE RIGHT TO SPECIFY DELIVERY ON TWENTY-FOUR (24) TO FORTY-EIGHT (48) HOUR NOTICE TO ANY SITE WITHIN THE STATE OF WEST VIRGINIA WHEN AN UNFORESEEN AND URGENT NEED FOR LIQUID CAUSTIC SODA DEVELOPS. SUCH DELIVERIES SHALL NOT BE REPETITIVE, I.E., NO MORE THAN THREE (3) DELIVERIES PER SITE IN A GIVEN CALENDAR YEAR.</p> <p>CONTRACT PRICING FOR THESE NEEDS WILL BE HONORED IN RELATION TO THE CLOSEST ESTABLISHED DELIVERY SITE AS DETERMINED BY MILEAGE FROM THE ALTON (DLM) PROPERTIES, F&amp;M MINE SITE, GRASSY RUN SITE, T &amp; T PROJECT; ROYAL SCOT PROJECT, OR BUFFALO COAL COMPANY.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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</p>						

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<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) 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 TO 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>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</p>						

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<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$1,000 AS A CONDITION OF AWARD.</p> <p>EXHIBIT 6 (REVISED FOR THIS ADVERTISEMENT)</p> <p>PRICE ADJUSTMENT PROVISION:            THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G.</p>						

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<p>GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS:          IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR. REQUESTS FOR PASS THROUGH PRICE ADJUSTMENTS WILL BE CONSIDERED QUARTERLY OR EVERY THREE (3) MONTHS AS WELL AS AT TIME OF CONTRACT RENEWAL.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORA-</p>						

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<p>TION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-            QUARTERS 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 VENDO            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</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR            WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS            A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH            HAS MAINTAINED ITS HEAQUARTERS OR PRINCIPAL PLACE OF            BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE            FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS            CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE            REASON CHECKED:</p> <p>( ) 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</p> <p>( ) 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</p>						

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BID OPENING DATE: **07/17/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>75% OF THE EMPLOYEES OR BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFO NUMBER
DEP14295A

PAGE
10

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

V E N D O R	*709062553            412 384 5353
	UNIVAR USA INC
	PO BOX 303
	328 BUNOLA RIVER ROAD
	BUNOLA PA 15020

S H I P T O	ENVIRONMENTAL PROTECTION
	DEPT. OF
	OFFICE OF SPECIAL RECLAMATION
	116 INDUSTRIAL DRIVE
	OAK HILL, WV 25901                      304-465-1911

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/01/2008				

BID OPENING DATE: **07/17/2008**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	BID OPENING DATE:		07/17/2008			
	BID OPENING TIME:		1:30 PM			
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
	412/384-4050					
	-----					
	CONTACT PERSON (PLEASE PRINT CLEARLY):					
	----- Donald McCulloch, Sales Representative -----					
	***** THIS IS THE END OF RFQ DEP14295A ***** TOTAL: _____					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

WV-36a STATE OF WEST VIRGINIA  
 Rev. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

**\*\*MINIMUM DELIVERY 3200 GALLONS\*\***

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	3,200	<u>20% LIQUID CAUSTIC SODA DELIVERED TO ALTON PROPERTIES (F.O.B.)</u> (Located in the vicinity of Alton in Upshur County)	\$ PER GALLON	\$
2.0	3,200	<u>20% LIQUID CAUSTIC SODA DELIVERED TO F &amp; M MINE SITE (F.O.B.)</u> (Located in the vicinity of Tunnelton in Preston County)	\$ PER GALLON	\$
3.0	3,200	<u>20% LIQUID CAUSTIC SODA DELIVERED TO GRASSY RUN (F.O.B.)</u> (Located in the vicinity of Norton in Upshur County)	\$ PER GALLON	\$
4.0	3,200	<u>20% LIQUID CAUSTIC SODA DELIVERED TO T &amp; T PROJECT (F.O.B.)</u> (Located in the vicinity of Bruceton Mills in Preston County)	\$ PER GALLON	\$
5.0	3,200	<u>20% LIQUID CAUSTIC SODA DELIVERED TO ROYAL SCOT (F.O.B.)</u> (Located in the vicinity of Anjean in Greenbrier County)	\$ PER GALLON	\$
6.0	3,200	<u>20% LIQUID CAUSTIC SODA DELIVERED TO BUFFALO COAL COMPANY (F.O.B.)</u> (Located in the vicinity of Mt. Storm in Preston County)	\$ PER GALLON	\$
7.0	3,200	<u>20% LIQUID CAUSTIC SODA DELIVERED STATEWIDE DUE TO UNFORESEEN AND URGENT SITUATIONS (F.O.B.)</u>	\$ PER GALLON	\$
		<b><u>NOTE: The above quantities are for bidding purposes only.</u></b>	TOTAL:	\$

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 Rev. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

CONTRACTUAL INFORMATION & REQUIREMENTS

Article I - STATEMENT OF WORK

The Contractor shall furnish Sodium Hydroxide and all personnel and equipment necessary to deliver Sodium Hydroxide to water treatment sites as directed by a representative of the Department of Environmental Protection.

Article 2 - LOCATION OF WORK

The area of work shall include all 55 counties of West Virginia. The counties listed below represent where most of the work required in this contract is located.

- |                 |            |
|-----------------|------------|
| 1. (Greenbrier) | 5. (Grant) |
| 2. (Upshur)     |            |
| 3. (Preston)    |            |
| 4. (Monongalia) |            |

Article 3 - DEFINITIONS

- A. The words "Owner", "The State", "DEP" or "Office of Special Reclamation" are used herein to refer to the West Virginia Department of Environmental Protection, Office of Special Reclamation.
- B. The word "offeror" refers to the person or company offering to furnish the services called for in this request for proposal.
- C. The word "Contract" is used to refer to the agreement or purchase order requested by the owner and accepted by the contractor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The word "Contractor" refers to the person or company contracting with the State to furnish the "services" called for by the contract.
- E. The word "Director" is used to mean the Director of the Division of Land Restoration, Department of Environmental Protection.

Article 4 - ORDERING PROCEDURE

- A. This is an open end quantity contract for the services specified and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Director or his representative, for the Division of Land Restoration, West Virginia Department of Environmental Protection by issuance of a work directive, which shall include the name of the project site, and the quantity of Sodium Hydroxide to be delivered. The contractor shall acknowledge receipt by signing, dating and forwarding back to the Director a copy of the work directive.

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SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

WV-36a STATE OF WEST VIRGINIA  
 Rev. 1/29/02 PURCHASING CONTINUATION SHEET  
 VENDOR:

Article 5 - DELIVERY

- A. The contractor shall acquire and deliver the specified quantity of Sodium Hydroxide in accordance to each work directive. The contractor shall give an invoice to the Department of Environmental Protection representative upon completion of work directives.

Article 6 - GENERAL CONDITIONS

- A. The contractor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations, and any other items necessary to render the owner free and harmless from all claims arising from services performed under this contract.
- B. The contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the Presidents Committee on Equal Opportunity.
- C. The State shall be responsible for obtaining all rights of entry for each project, if needed.
- D. The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representative, such inspection will, among other things ensure technical compliance.
- E. In accomplishment of services to fulfill the requirements of the work directive, neither contractor nor his subcontractor shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.

Article 7 - COSTS AND PAYMENTS

- A. Payment to the contractor will be made on the following basis:
1. Unit Pricing
 

Item - As directed by the State in specific work directive.

Quantity - As directed in the Work Directive.

Unit Price - As provided by the Offeror in the proposal.
- B. The contractor shall invoice on specified DEP forms to the division after delivery as specified in the work directive and the delivery is accepted by the division. All invoices shall show the quantities and unit price as directed in the work directive and include verification. More than one work directive can be billed on the same invoice.

Article 8 - CHANGES IN THE CONTRACT

- A. The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, all such changes in the work shall be authorized by a change order, a change order signed by both the State and Offeror indicates their agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined in one or more of the following ways:
- 1) By mutual acceptance of a lump sum properly documented (itemized)
  - 2) By unit prices (negotiated)

STATE OF WEST VIRGINIA  
Purchasing Division

014

**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:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://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 is in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_