

CROSIER'S SANITARY SERVICE, INC.
 PO BOX 250
 LANSING, WV 25862
 (304) 658-4419 PHONE
 (304) 658-3131 FAX

FACSIMILE TRANSMITTAL SHEET

TO:	Tara Lyle	FROM:	Josh Leshner
COMPANY:	WV Purchasing Dept	DATE:	03-29-11
FAX NUMBER:	304-558-3970	TOTAL NO. OF PAGES INCLUDING COVER:	5
PHONE NUMBER:			

RE: Lakin Correctional Facility

- URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY
 PLEASE RECYCLE

NOTES/COMMENTS:

RECEIVED
 MAR 29 A 8:44
 FACSIMILE DIVISION
 STATE OF WV



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
LCF22110

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

*709051918 304-658-4419
CROSIERS SANITARY SERVICE INC
16984 MIDLAND TRAIL

ANSTED WV 25812

LAKIN CORRECTIONAL FACILITY

11264 OHIO RIVER ROAD
WEST COLUMBIA, WV
25287 304-558-2036

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
03/10/2011						
BID OPENING DATE: 03/29/2011		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-71		
<p>ADDENDUM NO. 1</p> <p>1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>END OF ADDENDUM NO. 1</p> <p>SANITATION SERVICES</p> <p>***** THIS IS THE END OF RFQ LCF22110 ***** TOTAL: _____</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'

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. 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 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).

ADDENDUM NO. 1

LCF22110

LAKIN CORRECTIONAL FACILITY

- Q1. Is there a minimum size jetter needed for this project?
- 1A. Vendor's bid must include a minimum of 35 gallons per minute. All bids not meeting these minimum shall be disqualified.

Josh Lecher

304-558-3970

Page 1 of 1
Date: March 2, 2011

SIGN IN SHEET

Request for Proposal No. LCF22110

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Industrial Sanitation Rep: Charlie Gussler Email Address: Cgussler@dropbox.com	P.O. Box 284 Fontonville, Ohio	PHONE 740-532-7822 TOLL FREE FAX 740-532-6631
Company: Industrial Sanitation Rep: Annie Abrams Email Address: Rabrams@dropbox.com	P.O. Box 284	PHONE 740-532-7822 TOLL FREE FAX 740-532-6631
Company: Crosier's Sanitary Service Rep: Josh Lesher Email Address: josh@crosiersinc.com	P.O. Box 250 Lansing, WV 25862	PHONE 304-658-4419 TOLL FREE FAX 304-658-3131
Company: Caddle Sanitary Service Rep: Adam Caddle Email Address: Caddlesanitary@frontier.com		PHONE 304 776 2801 TOLL FREE FAX 304 776 1293
Company: UProc Construction Co. Inc. Rep: Joe Tucker Email Address: UCCF0119@hotmail.com	P.O. Box 39 Donora, WV 25064	PHONE 304-744-4627 TOLL FREE FAX 304-744-4626

EXHIBIT 10

REQUISITION NO.:

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

Jah Jeshai - office Manager
.....
SIGNATURE

Crosier's Sanitary Service, Inc
.....
COMPANY

3-28-11
.....
DATE

LCC22110 - LAKIN CORRECTIONAL CENTER 11264 OHIO RIVER ROAD WEST COLUMBIA, WV 25287				
Item #	Description	Estimated Annual Qty.	Unit Price	Extended Total
1. Sewer Pumping and Proper Disposal				
1a	2,000 Gallon Spillover Tank - Price Per Trip	6	\$ 950 .00	\$ 5,700 .00
1b	3,500 Gallon Lift Station - Price Per Trip	6	\$ 1,050 .00	\$ 6,300 .00
1c	5,000 Gallon Main Sewer Station - Price Per Trip	6	\$ 1,495 .00	\$ 8,970 .00
2. Water Blasting/Jetting Sewer Lines				
**2a	Hourly Rate Including Travel Time	90	\$ 175 .	\$ 15,750 .00
3. Emergency Call-Out - Sewer Pumping/Proper Disposal				
3a	2,000 Gallon Spillover Tank - Price Per Trip	2	\$ 1,100 .00	\$ 2,200 .00
3b	3,500 Gallon Lift Station - Price Per Trip	2	\$ 1,200 .00	\$ 2,400 .00
3c	5,000 Gallon Main Sewer Station - Price Per Trip	2	\$ 1,650 .00	\$ 3,300 .00
4. Emergency Call-Out - Water Blasting/Jetting Sewer Lines				
**4a	Hourly rate Including Travel Time	90	\$ 260 .00	\$ 23,400 .00
			\$ -	\$ -
GRAND TOTAL			\$ 7,880.00	\$ 68,020.00
<p>Bidder/Vendor Information:</p> <p>Name: <u>Crosier's Sanitary Service, Inc</u></p> <p>Address: <u>Po Box 250</u> <u>Lansing, WV 25862</u></p> <p>Phone: <u>304-658-4419</u></p> <p>Email: <u>info@crosiersinc.com</u></p> <p>***** ANNUAL QUANTITIES MAY VARY.</p> <p>***** ALL PRICING MUST INCLUDE ALL TRAVEL AND TRANSPORTATION CHARGES.</p> <p>** 90 hours was simply a guess estimate</p> <p>Failure to use this form will result in automatic disqualification of any such bids.</p>				

Josh Lesher

RECEIVED
2011 MAR 14 PM 2:46
WV PURCHASING
DIVISION

RFQ No. _____

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: Josh Leshen

Authorized Signature: Josh Leshen Date: 3-11-11

State of West Virginia

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 11th day of March, 2011.

My Commission expires 11-8, 2020

AFFIX SEAL HERE

NOTARY PUBLIC Kimberly D. Allen



