



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

DEP14295

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN  
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

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	FOB	FREIGHT TERMS
05/15/2008				

BID OPENING DATE:

06/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	GL		885-78		
LIQUID CAUSTIC SODA (SODIUM HYDROXIDE)						
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 & CONDITIONS, AND THE ESTIMATED QUANTITIES NOTED ON THE ATTACHED BID SCHEDULE.						
VENDOR AGREES THAT THE PRODUCT IS TO BE DELIVERED ON DEMAND TO THE FOLLOWING WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROJECT SITES:						
1. ALTON (DLM) PROJECT IN UPSHUR COUNTY NEAR ALTON						
2. F & M MINE SITE IN PRESTON COUNTY NEAR TUNNELTON						
3. GRASSY RUN SITE IN UPSHUR COUNTY IN NORTON						
4. ROYAL SCOT PROJECT IN GREENBRIER COUNTY IN ANJEAN						
5. T & T PROJECT IN PRESTON COUNTY NEAR BRUCETON MILLS						
6. BUFFALO COAL CO. IN PRESTON COUNTY NEAR MT. STORM						
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.						

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. 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.

---

**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.

**SIGNED BID TO:**

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



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

DEP14295

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN  
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

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
05/15/2008				

BID OPENING DATE:

06/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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:  ALTON (DLM) PROPERTIES - FOURTEEN STORAGE TANKS F&M MINE SITE - THREE STORAGE TANKS BUFFALO COAL COMPANY - FIVE STORAGE TANKS GRASSY RUN - ONE STORAGE TANK T&T PROJECT - ONE STORAGE TANK ROYAL SCOT (LECKIE SMOKELESS) - ELEVEN TANKS  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).  THE ACQUISITION AND UTILIZATION OF ALL REASONABLE AND NECESSARY EQUIPMENT, LICENSES, PERMITS, SPECIALIZED						

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

RFQ NUMBER

DEP14295

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN  
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

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
05/15/2008				

BID OPENING DATE:

06/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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).						
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 UNFORE-SEEN 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.						
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&M MINE SITE, GRASSY RUN SITE, T & T PROJECT, ROYAL SCOT PROJECT, OR BUFFALO COAL COMPANY.						
EXHIBIT 3						
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.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE						

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

RFQ NUMBER

DEP14295

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN  
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

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
05/15/2008				

BID OPENING DATE:

06/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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) ONE (1) YEAR PERIODS.						
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.						
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.)						
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.						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO						

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

RFQ NUMBER

DEP14295

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN  
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

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
05/15/2008				

BID OPENING DATE:

06/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
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.						
EXHIBIT 6						
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.						

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

DEP14295

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN

304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

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
05/15/2008				

BID OPENING DATE:

06/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 AT TIME OF CONTRACT RENEWAL ONLY.</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 CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I</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

RFQ NUMBER

DEP14295

PAGE

7

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN  
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

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
05/15/2008				

BID OPENING DATE:

06/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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 CORPORATION 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.						
B. APPLICATION IS MADE FOR 2.5% 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						
( ) 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 BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA						

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

RFQ NUMBER

DEP14295

PAGE

8

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN  
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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
05/15/2008				

BID OPENING DATE:

06/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 PURCHASIN 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

RFQ NUMBER

DEP14295

PAGE

9

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN  
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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
05/15/2008				

BID OPENING DATE:

06/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
DATE: -----						
SIGNED: -----						
TITLE: -----						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE						
AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
BID MUST CONTAIN THIS INFORMATION ON THE FACE OF SEALED BID						
BUYER: CB-23						
RFQ. NO.: DEP14295						
BID OPENING DATE: 06/12/2008						

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

RFQ NUMBER

DEP14295

PAGE

10

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN  
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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	FOB	FREIGHT TERMS
05/15/2008				

BID OPENING DATE:

06/12/2008

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ DEP14295 ***** 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'

BUYER CB-23	PAGE <b>011</b>	REQ. OR PO NO. DEP14295
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.

Vendor is to supply, transport, and deliver a twenty percent (20%) solution of low iron grade liquid caustic soda (sodium hydroxide) to the forfeited sites of Alton, Buffalo Coal, F & M, Grassy Run, Royal Scot, and T & T. The sites are in remote areas. The roads are passable, but during inclement weather conditions, passage is sometimes difficult. Delivery will be required during all weather conditions and on a twenty-four (24) to forty-eight (48) hour notice and at a specified time. 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).

Deliveries to all of these sites require the use of a tri-axle tanker truck equipped to safely transport and transfer these chemicals to the treatment site storage tank(s).

### 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.

BUYER CB-23	PAGE 012	REQ. OR PO NO. DEP14295
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 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.

#### 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.

# **BID SCHEDULE** **#DEP14295**

BUYER CB-23	PAGE <b>013</b>	REQ. OR PO NO. DEP14295
SPENDING UNIT WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION/SPECIAL RECLAMATION		

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	\$ _____
		<u>NOTE: The above quantities are for bidding purposes only.</u>	TOTAL: \$ _____	\$ _____

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

014

**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.

**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 are in compliance with the requirements as stated.

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

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