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RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

DEP14424

PAC	-800000
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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

SH-₽ TO

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 F.O.B FREIGHT TERMS

10/22/2008

BID OPENING DATE:

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SIGNATURE		SEE RI	VERSE SIDE FOR TERM	IS AND CONDI	TIONS DA	TF.
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TITLE		FEIN			ADDRESS CHAN	GES TO BE NOTED ABOVE

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 fee.
- 5. 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.
- 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 Cover 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 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."

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 case 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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # :_	DEP 14424	Bid	i Date:	11-06-2008
Project:	Ceiter Lenchate howl	κζ Pre-Bi	id Date:	10/9/08
Name : Company: Address:	Chales Vance Contaction P.O. Box 392 Levere WO 257676	Name : Company: Address:	RWOZ	dee Rose SPIENCE INE ge Cleek
Phone #: Fax # : Email :	304-235-6000 5468	Phone# : Fax # : Email :	364	8626
Name : Company: Address:	Kichard Jordan DONNA'S SEPTIC SERVICE CRJ-BOX 124-D DELBARTON, WY 25670	Name : Company: Address:	Dogwood Denald 2424 P	Burney Lo Ches For Ed WV 2667
Phone #: Fax # : Email :	304-426-4746 SAME Jordan_722003@Kalloo.com	Phone# : Fax # : Email :	765-7	
Name : Company: Address:	Johna Tordan Johnais Septic Service RRZ Box 124-D De Lbarton WWA23W	Company: Address:	Ronald Bu Dog Woo 2424 Pro Heuts	
Phone #: Fax # : Email :	304-426.4746 Sane Donna-1974,2000 Oyahoo,60	Phone# : Fax # : Email :	0 10	
Name : Company: Address:	DAVID BrASWELL YOF STALLMAN AVE DESTIN PL 32541	Name : Company: Address:	Court Sol TGB Ser P.D. Box G. Bert	Valento Vices 1110 , WU 2Sea)
Phone #:(Fax # :Email :	(160) 428-3773 (1600) 428-3773	Phone# : Fax # : Email :	ldo4-289	9

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # :	DEP14424	Bid Date: 11-06-2008
Project:	CENTRAL LEACHDATE HALL	un & Pre-Bid Date: 10-09-208
Name : Company: Address:	Carol Blackepship CBNC Trucking LD. BUT 738 G. Bert, WV 251201	Name: ASOU DOUGLAS Company: Address: 405 LEE LANE DESTIN JEL 3254 1
Phone #: Fax # : Email :	304-1064-2899	Phone# : \(\so\) 543-9119 Fax # : Email :
Name : Company: Address:	Pat Cunninghown Ten-H-Cool Co ATH BOX 253 Clarksburg WU 26301	Name: Gary W Duffield Company: G Duffield Address: 1851 Villa Nova Bidge Rd Duck W. Va. 25063 1(304-364-8484
Phone #: Fax # : Email :	304-783-5484 304-783-5514	Phone#: Fax #: Email:
Name : Company: Address:	FACIE CARBON INC FO. BOX 187 Lockgelly, W 25866	Name : Company: Address:
Phone #: Fax # : Email :	304-465-094/ 304-465-5807 +dean 2@ VERZOL, net	Phone#: Fax #: Email:
Name :(Company: Address:	Charles Care Contraty	Name : Company: Address:
Phone #: Fax # : Email :		Phone#: Fax #: Email: