



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
DEP14681

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 804-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP 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
07/02/2009				

BID OPENING DATE: 08/13/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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<p>LEACHATE LINE BACK WASH SYSTEM</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS TO INSTALL AND MODIFY AN EXISTING LEACHATE LINE TO PROVIDE A BACK WASH SYSTEM AT THE WYOMING COUNTY LANDFILL.</p> <p>A MANDATORY ON SITE PREBID CONFERENCE WILL BE HELD ON SITE AT JULY 21, 2009, AT 11:00 AM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>DIRECTIONS: FROM PINEVILLE TAKE ROUTE 97 SOUTH APPROXIMATELY 1 MILE TO AIRPORT ROAD (9/6). TAKE AIRPORT ROAD 1 1/2 MILES TO WYOMING COUNTY TRANSFER STATION AND RECYCLING CENTER THE LANDFILL IS LOCATED BEYOND RECYCLING CENTER.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK T SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WIT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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, the State may deem this contract null and void, and terminate such contract 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



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<p>THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE IDENTIFIED COUNTY, PURSUAN TO WEST VIRGINIA CODE 21-5A, ET, SEQ.</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE</p>						

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PROPERTY

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<p>COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p>						

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<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME - CONTRACTORS LICENSE NO. -</p> <p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p>						

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1.						
<p>EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED IN THIS CONTRACT.</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROAD OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.</p>						
2.						
<p>THE DIRECTOR OF THE PURCHASING DIVISION MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:</p>						

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PURCHASER

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<p>A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS (2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,</p> <p>B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.</p> <p>3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO WV CODE SECTION 5A-3-56.</p> <p>REV. 10/01/01</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED</p>						

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<p>FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS %20 OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE %30 OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88 EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						
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<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96 EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. 'S:</p>						

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NO. 1					
NO. 2					
NO. 3					
NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	ENVIRONMENTAL PROTECTION DEPARTMENT OF OFFICE OF WASTE MANAGEMENT 601 57TH STREET SE CHARLESTON, WV 25304	304-926-0499
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/02/2009				

BID OPENING DATE: 08/13/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				CB-23		
RFQ. NO.:				DEP14681		
BID OPENING DATE:				08/16/2009		
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):						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE		DATE
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE		

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

RFQ# DEP14681

To provide all equipment materials and labor to install and modify an existing leachate line at the Wyoming County Landfill so as to provide a back wash system to back wash solids and sediments from the existing leachate line. Please see attached specifications.

General Conditions: A mandatory Pre-bid Conference will be held at the Wyoming County Landfill, Airport Road, Pineville, WV 24874.

This contract shall provide for all labor, materials, transportation, tools, equipment, supplies, and incidentals to: 1) Transport an existing storage tank from Welch WWTP to the Wyoming County Landfill, 2) Excavate a road and tank pad location for the back wash tank, 3) Provide piping and electrical (including tank heater and clock gauge) for back wash tank, 4) Modify existing plumbing in force main pump house to allow a back washing of existing leachate lines, 5) Clean Existing Wet Well, Leachate Tanks and Associated Plumbing, 6) Disposal of Debris and Leachate, and 7) Seeding and Mulching of disturbed or bare areas.

The contractor shall provide equipment suitable to the WV DEP for performing the work. Any modifications to this contract shall be requested in writing and shall be approved or disapproved in writing by the WV DEP.

Item #1: Transport Leachate Tank: The contractor shall transport an existing leachate tank with secondary containment from the Welch WWTP to the Wyoming County Landfill. This tank is owned by the WV-DEP and will be used as storage for the back wash at the Wyoming County Landfill. This is a steel tank with holds approximately 2500 gallons and is 8 feet tall, 8 feet wide and 16 feet long. The contractor will be responsible for loading, transporting and unloading the tank.

Item #1 "Transport Leachate Tank" will be measured and paid as a "lump sum" unit, cost including all labor, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP.

Item #2: Leachate Tank Pad and Road. Contractor shall excavate a road way and pad for the leachate storage tank to be placed in an approximate area as designated on Attachment A. The tank pad shall be placed at a location and elevation so as to allow a minimum of a 1% grade on the back wash discharge line between the pump house and storage tank.

The roadway leading to the tank shall be excavated, as needed, to provide access to the tank. The roadway and tank shall be stabilized by track walking and compacting to a point visually approved by DEP. The roadway and tank area shall be under laid with a 6 oz filter fabric. The tank pad shall be approximately 10' wider and 10' longer than the tank footprint, and the road way shall be 12' wide. The tank pad and roadway shall be covered with a 12 inch thick layer of #1 stone. All areas of disturbance shall be mulched and seeded as per Item 8.

Item #2a "Leachate Tank Pad and Road Excavation" will be measured and paid as a "lump sum" unit, cost including all labor, equipment, materials, transportation, and incidentals to cut in road and tank pad, compact area, place tank on pad and regrade site so as to provide results satisfactory to the DEP.

Item #2b "Leachate Tank Pad and Road Stone" will be measured and paid as a "per ton" unit, cost. Payment will be based to actual truck weight tickets with the 6 oz filter fabric being incidental to this cost. Work shall including all labor, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP.

Item #3: Leachate Tank Heater: The contractor shall provide and install a 220 single phase tank heater compatible with the existing tank being non-corrosive and non-explosive. Installation of Heater and all associated electrical work shall be conducted by a WV certified electrician. All electrical wiring shall be direct burial type and enclosed in electrical conduit. All connections shall be waterproof type.

Item #3 "Leachate Tank Heater" Will be measured and paid as a "per each" unit cost including all labor, equipment, materials, transportation, and incidentals to provide and install the tank heater.

Item #4: Leachate Tank Clock Gauge: The contractor shall provide and install a Clock Gauge for the measuring of the amount of liquid inside the leachate Storage Tank. The Clock Gauge shall meet the specifications of the Morrison 818F 2" Female NPT Clock Gauge (or approved equivalent) which is used for measuring liquid level in above ground storage tanks. Readout format shall be a standard 12 hour clock face.

Item #4 "Leachate Tank Clock Gauge" Will be measured and paid as a "per each" unit cost including all labor, equipment, materials, transportation, and incidentals to provide and install the tank clock gauge.

Item #5: Pump House Modification: The contractor shall modify existing pump house plumbing so as to create a flexible 2" connection to the existing 3" cleanout. (see Attachment B) This connection will allow quick connection and disconnect and it shall feed to a 2" HDPE DR 13.5 line to be installed by the contractor. The contractor will install a 2" Welded HDPE DR 13.5 line (as supplied by Lee Supply or approved equivalent) from this connection to the 2500 gallon tank. This will require boring thru the existing concrete floor and burying a line between the pump house and tank. The 2 inch HDPE line shall be placed in an excavated trench and backfilled with compacted material. Specifications for all connections and materials shall be

provided to DEP for approval prior to installation. All areas of disturbance shall be mulched and seeded as per Item 8.

Item #5 "Pump House Modification" will be measured and paid as a "lump sum" unit, cost including all labor, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP.

Item #6: Existing Tank and Wet Well Cleaning: Contractor shall provide all equipment manpower and necessary permits to clean all sediments and solids from the existing leachate storage tank and wet well. All debris and sediments shall be removed down to a clean concrete pad. **These areas are considered enclosed space entry and all OSHA and Safety Regulations shall be met and adhered to, Including an Enclosed Space Entry Permit.**

Contractor shall clean the main connector lines between the Wet Well and Pump House and the Pump House and Existing Leachate Storage Tank by jetting and/or vacuuming until lines are clear and clean. This work shall include inner and outer tank as well as any connecting piping and drains. This work shall be coordinated with the existing pump house maintenance contractor, Carl Roark, so as to provide a thorough cleaning and inspection of the system at one time.

Disposal of debris and liquids associated with this cleaning shall be paid for in Item 7 Debris Hauling and Disposal below.

Item #6 "Existing Tank and Wet Well Cleaning" will be measured and paid as a "lump sum" unit, cost including all labor, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP.

Item #7: Debris Hauling and Disposal: The contractor will be responsible for collecting storing transporting and disposal costs of all debris (liquids and solids) generated in the execution of this contract. This will include solids and sludges from the tank cleaning, liquids, rinsate, and sludges from the line and connector jetting. The contractor will be responsible for any analytical testing, permit applications, application fees and special requirements required for disposal at a permitted disposal facility.

The contractor shall also be responsible for the emptying of the leachate backwash tank and disposing of the leachate at a permitted facility for a period of one year. This will include any analytical testing of the leachate, loading, transportation and disposal costs of the leachate line back wash. DEP will contact the contractor when the tank needs emptying and the contractor will completely empty the tank within 48 hours of notification. This work will be paid under item 7b below.

Item #7a "Debris Hauling and Disposal-Solids" will be measured and paid as a "per ton" unit, cost including all labor, equipment, materials, transportation, permits and disposal costs for solids and sludges which cannot be disposed of as a liquid. All disposals shall be so as to provide results satisfactory to the DEP.

Item #7b "Debris Hauling and Disposal-Liquids" will be measured and paid as a "per gallon" unit, cost including all labor, equipment, materials, transportation, permits and disposal costs for liquid leachate. All disposals shall be so as to provide results satisfactory to the DEP.

Item #8: Seeding and Mulching, Contractor shall furnish all labor, equipment, and materials necessary to lime, fertilize, seed, and mulch all disturbed or bare areas.

Limestone: Lime shall be as an agricultural grade pulverized dolomitic limestone containing a minimum of 10 percent $MgCO_3$ and not less than 95 percent total carbonates. Measure fineness such that not less than 75 percent passes through a #100 sieve and 100 percent passes through a #10 sieve. Apply lime at a rate of 2 tons per acre.

Fertilizer shall be a commercial-grade fertilizer of 10-20-10 composition and of uniform gradation. Apply fertilizer at a rate of 500 lbs/acre.

Mulch consists of straw, including baled wheat or oat straw or baled grass hay. Straw mulch shall be dry and reasonably free of weed seeds, sticks or other foreign material. Apply straw mulch at the rate of 2 tons/acre and anchor with 100 gallons/acre asphalt emulsion or 750 lbs/acre wood cellulose fiber.

Seed mixtures and application rates to be used by the Contractor shall be:

Variety of Seed	Lbs/acre
Annual Ryegrass	40
Tall Fescue	40
Orchard Grass	15
Birdsfoot Trefoil	15
Sweet Clover	15
Red Top	10
Alsike Clover	10

Item #8 Will be measured and paid as a "per acre" unit, cost including all labor, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP.

The contractor shall be responsible for locking the facilities while no one is present. The contractor shall be provided a key to the commonly keyed locks installed by WV DEP.

Maintaining access: the WV DEP will be responsible for maintaining reasonable access to all areas necessary for completion of the contract. The contractor will report excessive deterioration to landfill caps and access roads and other damages if encountered.

Work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives.

*****Vendor should submit with their bid the current remit-to address to be used for payment processing.**

Method of payment: invoices may be submitted upon completion of each site or a combination of two or more sites. Invoices must be submitted to the regional office listed below.

West Virginia Department of Environmental Protection
Division of Land Restoration, LCAP
717-A Main Street Annex
Summersville, WV 26651
Attn: Mark Church
Phone: (304) 872-3800

Mandatory Pre-Bid: A mandatory on-site pre-bid conference will be held on July 21, 2009, at 11:00 am. All interested parties are required to attend this meeting. Failure to attend the mandatory pre-bid shall result in disqualification of the bid. No one person may represent more than one bidder.

An attendance sheet will be made available for all potential bidders to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to have your company and representative name on the attendance sheet will result in disqualification of the bid. The State will not accept any other documentation to verify attendance. The bidder is responsible for ensuring they have completed the information required on the attendance sheet. The Purchasing Division and the state agency will not assume any responsibility for a bidder's failure to complete the pre-bid attendance sheet. In addition, we request that all potential bidders include their e-mail address and fax number.

All potential bidders are requested to arrive prior to the starting time for the pre-bid. Bidders who arrive late, but prior to the dismissal of the technical portion of the pre-bid will be permitted to sign in. Bidders who arrive after the conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

BID SCHEDULE
RFQ# DEP14681

Department of Environmental Protection
Office of Environmental Remediation
Landfill Closure Assistance Program

Wyoming County Landfill Leachate Line Back Wash System

<u>Item No.</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Transport Leachate Tank	1 LS	\$ _____/LS	\$ _____
0002a	Leachate Tank Pad and Road Excavation	1 LS	\$ _____/LS	\$ _____
0002b	Leachate Tank Pad and Road Gravel	150 tons	\$ _____/ton	\$ _____
0003	Leachate Tank Heater	1 each	\$ _____/ea	\$ _____
0004	Leachate Tank Clock Gauge	1 each	\$ _____/ea	\$ _____
0005	Pump House Modification	1 LS	\$ _____/LS	\$ _____
0006	Existing Tank and Wet Well Cleaning	1 LS	\$ _____/LS	\$ _____
0007a	Debris Hauling and Disposal-Solids	10 tons	\$ _____/ton	\$ _____
0007b	Debris Hauling and Disposal-Liquids	40,000 gal.	\$ _____/gal	\$ _____
0008	Seeding and Mulching	2 acres	\$ _____/acre	\$ _____

Total Project Cost = \$ _____

Company Name _____

Address: _____

Name (printed) _____ Title _____

Signature _____ Date _____

THE DEP RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION AND SUPPORTING DOCUMENTATION REGARDING UNIT PRICES WHEN THE UNIT PRICE APPEARS TO BE UNREASONABLE.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, 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. 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>.

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.

Vendor's Name: _____

Authorized Signature: _____ Date: _____



**State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5**

STATE OF _____

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

- 1. I am an employee of _____; and,
(Company Name)
- 2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this _____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

(Q)
(Name of Principal)

By (S)
(Must be President or Vice President)

(T)
Title

(V)
(Name of Surety)

(W)
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.