



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:  
**DEP14795**

PAGE:  
**1**

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

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
12/03/2009				

BID OPENING DATE: **12/16/2009**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE PINECREEK/OMAR LANDFILL LEACHATE HAULING CONTRACT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS RESULTING FROM THE MANDATORY PRE-BID MEETING ON 11/17/2009. THERE WERE NO QUESTIONS SUBMITTED AT THE MEETING THAT REQUIRED A WRITTEN RESPONSE.						
BID OPENING DATE & TIME REMAIN 12/16/2009 AT 1:30 PM						
***** NO OTHER CHANGES *****						
0001	1	JB		962-86		
LEACHATE HAULING PER 100 GAL.						
***** THIS IS THE END OF RFQ DEP14795 *****						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'

**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."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in 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 14795  
Project: PINECREEK/Kennel Run

Bid Date: 12/16/09  
Pre-Bid Date: 11/17/09

Name : ROBERT DINGESS  
Company: DOWN UNDER CONSTRUCTION  
Address: Rt 2 Box 157C  
HARRIS, WV 25524

Name : ALLEN MURDOCK  
Company: Berment Construction  
Address: Po Box 10  
Procious WV 25164

Phone #: 304-855-2384 or  
Fax #: N/A 304-784-8775  
Email : downunderconst@  
HUGHES.NET

Phone#: 304-548-7004  
Fax #: 304-548-7133  
Email : bermentconst@yahoo.com

Name : Lori Pierson  
Company: BBU Services of WV  
Address: Po Box 169  
Kenna, WV 25248

Name : LARRY RICHARDS  
Company: D.R. CONTRACTING  
Address: Rt 1 Box 882  
Fayetteville WV 25840

Phone #: 304-372-8192  
Fax #: 304-372-8193  
Email : loribbu@aol.com

Phone#: 304-573-6564  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Name : Kevin Whittington  
Company: P.O. Box 169  
Address: Kenna WV 25248

Name : CLYDE BENNETT  
Company: WV DEP  
Address: 717 Main St  
Summersville

Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_

Phone#: 304-389-8180  
Fax #: 304-872-3800  
Email : Clyde.J.bennett@wv.gov

Name : Jackie Vance  
Company: Charles Vance Cont.  
Address: RR2 Box 200D  
Williamson WV  
25661

Name : \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone #: 304-235-5468  
Fax #: 304-235-5468  
Email : cvcontracting@suddenlink.net

Phone#: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email : \_\_\_\_\_