



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
DEP13751

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
*Laurel Development
 P.O. Box 550
 Elkins, WV 26241*

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
09/06/2006				
BID OPENING DATE: 10/10/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S REAP (REHABILITATION ENVIRONMENTAL ACTION PLAN) & PPOD (POLLUTION PREVENTION OPEN DUMP) PROGRAMS, ARE SOLICITING VENDOR QUALIFICATIONS AND MOBILIZATION COSTS TO ESTABLISH A CONTRACT FOR QUALIFIED VENDORS TO PROVIDE FOR THE REMEDIATION OF ILLEGAL DUMPS AND/OR TIRE PILES AND FOR THE TRUCKING/TRANSPORTAION OF THE SOLID WASTE AND/OR TIRES TO AN APPROVED DISPOSAL FACILITY. VENDORS WILL BE PRE-QUALIFIED FOR EACH COUNTY IN THE STATE.</p> <p>A MANDATORY PRE-QUALIFICATION CONFERENCE WILL BE HELD AT WVDEP HEADQUARTERS LOCATED AT 601 57TH STREET SE, CHARLESTON, WV, ON MONDAY, SEPTEMBER 18, 2006 AT 11:00 AM. ATTENDANCE AT THIS MEETING IS MANDATORY. ONLY THE PROSPECTIVE VENDORS REPRESENTED AT THE CONFERENCE AND IDENTIFIED ON THE SIGN-IN SHEET WILL BE ELIGIBLE FOR QUALIFICATION UNDER THIS CONTRACT. ALL APPLICATIONS RECEIVED BY INDIVIDUALS NOT PRESENT AT THIS CONFERENCE WILL BE REJECTED.</p> <p>THE SCOPE OF WORK, BID REQUIREMENTS, SPECIFICATIONS, TERMS & CONDITIONS, THE VENDOR QUALIFICATION SHEET, AND THE PROCEDURES FOR THE SECONDARY BID PROCESS AND AWARD ARE INCLUDED IN THE ATTACHED.</p> <p>PLEASE PAY CLOSE ATTENTION TO THE REQUIREMENTS FOR SUBMISSION IN THIS PRE-QUALIFICATION BID PROCESS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Crystal Johnson* TELEPHONE: 304-656-3643 DATE: 9/23/06

TRUCKER: Contractor Member FEIN: 0000195251 ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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.)</p> <p>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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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Laurel Development
P.O. Box 550
Elkins, WV 26041

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DEPARTMENT OF
OFFICE OF WASTE MANAGEMENT
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED 09/06/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/10/2006** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
RFQ. NO.: DEP13751 BID OPENING DATE: 10/10/2006 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-636-5329 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): Crystal Gibson ----- ***** THIS IS THE END OF RFQ DEP13751 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: **Crystal Gibson** TELEPHONE: **304-636-3643** DATE: **9/23/06**
 TITLE: **Contractor** FEIN: **0000195251** ADDRESS CHANGES TO BE NOTED ABOVE

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

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 005	Req. or P.O. No: DEP13751
Vendor:		Spending Unit:		

PLEASE SEE ATTACHED SPECIFICATIONS & GENERAL CONDITIONS:

Life of Contract: This contract becomes effective on _____ and extends for a period of one (1) year or until such "reasonable time" thereafter that it 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 the contract for any reason upon giving the Director of Purchasing thirty (30) days written notice. Unless specific provisions are stipulated elsewhere 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 the vendor when 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) successive one (1)-year periods.

Cancellation: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if commodities and/or services supplied are of an inferior quality or do not conform with 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 spending unit. It is understood and agreed that the contract shall cover the quantities for delivery during the term of the contract, whether more or less than the quantities shown.

Insurance: Successful vendor shall furnish proof of coverage of commercial general liability insurance prior to issuance of the contract unless otherwise specified in the bid documents. The minimum amount of insurance coverage required is \$250,000.

Workers Compensation: Vendor is required to provide a certificate from Workers Compensation if successful.

Applicable law: The West Virginia State Code, Purchasing Division rules and regulations, Purchasing Division policy statements and the information provided in the "request for quotation" issued by the Purchasing Division are the sole authorities governing this procurement. Any information provided in specification manuals or any other source, verbal or written, which contradicts or alters the information provided from the source as described in the above paragraph is void and of no effect.

Bankruptcy: In the event the vendor/vendors files for bankruptcy protection, this contract is automatically null and void and is terminated without further order.

Terms and Conditions: Terms and conditions contained in this contract shall supercede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including medium such as cd-rom.

Purchasing Card Acceptance: The State of West Virginia currently utilizes a Visa purchasing card program that is issued through a local bank. The successful vendor must accept the State of West Virginia purchasing card for payment of all orders placed by any state agency that are less than \$2,500 as a condition of award.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 006	Req. or P.O. No: DEP13751
		Spending Unit:		
Vendor:				

taxes, permits, fees, insurance liability, compensations and any other items necessary The vendor shall be responsible for paying and/or securing all taxes, permits, fees, insurance liability, compensations and any other items necessary to render the State free and harmless from all claims arising from services performed under this contract.

Damages beyond what is directed and approved by the Project Manager to accomplish the objective hereunder will be the total responsibility of the vendor and the vendor shall indemnify the DEP from any such damages.

Rights of Entry The State shall be responsible for obtaining all needed rights of entry for each project.

Inspection The work and services to be performed under this contract shall be subject to continual monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure technical compliance.

Environmental, local, state, federal Laws In accomplishment of services to fulfill the requirements of the scope of work defined in the pre-bid conference and project cost as submitted, neither the vendor nor his sub vendor(s) shall create any adverse environmental effects and shall be responsible for compliance with all applicable local, state, federal environmental and occupational health and safety regulations

CONTACT PERSON:

Greg Rote, PPOD Project Manager
WV Department of Environmental Protection
Rehabilitation Environmental Action Plan (REAP)
Pollution Prevention Open Dump Program
601 57th Street SE
Charleston, WV 25304
Phone: (304) 926-0499, ext. 1270.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 007	Req. or P.O. No: DEP13751
		Spending Unit:		
Vendor:				

SCOPE OF WORK

Work will consist of cleaning up illegal open solid waste dumps. Cleaning up illegal garbage dumps may include a number of specific duties. The vendor may be required to perform a large range of duties. These duties shall consist of, but not be limited to, the following:

- removing waste with manual labor from extremely steep terrain
- removing tire piles from extremely steep terrain
- trucking waste to nearest permitted landfill
- working equipment on steep terrain
- working close to paved highways
- winching large items such as cars and appliances up steep terrain
- creating temporary roads to better access dump sites
- drainage work will be required from time to time
- revegetation of disturbed areas

All solid waste within the prescribed boundaries will be removed from the site and hauled directly to either an approved landfill facility or a licensed salvage yard. Once any solid waste has been placed on trucks at the site, it will not be dumped or stored at any location other than its final destination at the landfill or salvage yard. The vendor will recycle all metals and appliances removed from the site unless otherwise directed. The vendor will be responsible only for removing solid waste not previously buried. No earth will be removed prior to approval of the project manager. Only vegetation which directly affects the project will be removed.

Article 1- Statement of Work

The vendor shall furnish all personnel, facilities, equipment, material, supplies and services for all of the scope of work required in this contract.

Article 2- Location of Work

Work will be located in all counties in West Virginia. Only vendors qualified for the county will perform work in the selected county. Qualified vendors will be determined in accordance with the procedures outlined in articles 8 and 9 of this purchase requisition.

Article 3- Definitions

- A. The words Owner, The State and DEP are used herein to refer to the WV Department of Environmental Protection, Division of Land Restoration.
- B. The word Offeror refers to the person or company offering to furnish the services called for in this request for quotations.
- C. The word Contract is used to refer to the agreement or purchase order requested by the State and accepted by the vendor together with all the provisions of this request for proposal and all parts of said agreement of purchase order.
- D. The words Vendor and Contractor refer to the person or company contracting with the State to furnish the services called for by the contract.
- E. The words Service or Work are used to mean and include all labor, supervision, materials, machinery, equipment, tools, supplies and facilities called for in this contract.
- F. The words Program Manager or Project Manager are used to mean the Program Manager or Project Manager of the DEP's Division of Land Restoration's Pollution Prevention Open Dump Program and shall be considered to be the State's authorized representative.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 08	Req. or P.O. No: DEP13751
		Vendor:		

Article 4-Ordering Procedure

Qualified vendors will be required to submit lump sum bid to complete the project in accordance with the following:

- A. Small projects with a project cost up to \$2,500 will be awarded as follows; the vendor with the lowest minimum mobilization rate for the project county will be asked to submit a bid for the cost. If the bid is acceptable to the DEP Project Manager the qualified vendor will be issued a written notice to proceed. If the bid is not acceptable to the DEP Project Manager or if the vendor cannot complete the work in the required time frame the next qualified vendor will be ask to submit a bid.
- B. Projects with a project cost from \$2,501 to \$10,000 will be awarded as follows; all qualified vendors for the project county will be required to attend a mandatory onsite pre-bid conference, where the scope of the work will be defined, and a bid submittal date and location will be set. Vendors must submit their lump sum sealed bid to complete the project on or before the time and date set at the pre-bid conference. Sealed bids will be opened by the assigned project manager at the location, date and time set forth in the pre-bid conference. The project will be awarded to the qualified vendor that submits the lowest lump sum bid to complete the project and a purchase order will be issued. If for any reason the vendor cannot perform the work in the time frame set forth at the pre-bid conference the project will be awarded the next lowest bidder.

Article 5- Delivery

- A. The vendor shall complete the specified restoration work in accordance with scope of work defined in the pre-bid conference. The vendor shall submit an invoice to the Project Manager upon completion of each project.
- B. Final inspection of each project by the Project Manager or other authorized representative will be conducted as soon as possible after notification by the vendor of an anticipated time of completion, not less than twelve (12) hours in advance of the project being completed.
- C. Acceptance criteria will be based on all work being completed as required by the scope of work defined in the pre-bid conference and project cost submitted. In addition, where revegetation is specified, a hearty stand of vegetation must be present. Items not completed as specified shall be completed before payment will be made.
- D. Demobilization- The vendor will, at the completion of the project, remove all equipment from the project site as directed by the Project Manager. Demobilization will be considered complete once the site is vacated, cleared of debris and equipment and inspected and released by the Project Manager.

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 073	Req. or P.O. No: DEP13751
		Spending Unit:		
Vendor:				

Article 6- Ability to Perform

All equipment is to be in good mechanical condition with capacities designed to safely meet the conditions and the nature of the contract.

Article 7- Cost and Payments

- A. Payment to the vendor will be made for the lump sum amount upon completion of the entire project. In no circumstance will cost overruns be the responsibility of the DEP unless arrangements are made in advance due to a specific order by the DEP.
- B. The vendor shall invoice the State upon completion of the work specified in the purchase order after final inspection has been performed by the Project Manager. All invoices must be originals and bear an invoice date, purchase order number, project name, county in which the project is located and total cost. All invoices must be signed as approved by the vendor and the Project Manager. The tonnage of solid waste removed and the tonnage recycled from each project shall be properly documented and forwarded to the Project Manager.

Article 8- Submittal for qualification

For qualification:

- A. Vendor must submit a completed vendor qualification sheet (See Page 10) with the counties marked in which they wish to work and with the minimum mobilization cost for each county clearly provided.
- B. Vendor must provide proof of commercial liability insurance.
- C. Vendor must provide certificate from Workers Compensation.
- D. Vendor must provide a list of equipment and personnel available to perform work, and number of employees.
- E. Vendor must submit a plan describing how they will complete the items described in the scope of work.

Article 9- Qualification process

A committee comprised of the project managers will review the information submitted by the vendors, this committee will evaluate the information submitted by the vendors to determine if they are qualified. Vendors that fail to meet the qualifications will be given written notice of their deficiencies and 15 days to appeal the committee's decision. Vendors that meet the requirements for qualification will be put on the qualified vendors list for the counties they have selected to work.

Article 11- Disqualification

Vendors that fail to respond to three (3) pre-bid conference notices or have performance problems completing projects may be disqualified. The vendor will be sent an approved change order to the contract and written notice of their disqualification. The vendor will be given fifteen (15) days to respond to the disqualification notice. Failure to respond to this notice and/or failure to resolve the issues leading to disqualification will result in immediate disqualification

A F F I D A V I T

011

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 owned 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:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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 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: Laurel Development LLC

Authorized Signature: Crystal Swenson Date: 9/23/06

WV-36a	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: _____	Page	Req. or P.O. No:
		CB-23	010	DEP13751
Vendor:		Spending Unit:		

Vendor Qualification Sheet

Vendors must mark all counties in which they wish to be qualified to perform work and their minimum mobilization cost for each county. Contractors may not add counties during the term of this contract.

County	Requesting Qualification	Minimum Mobilization Cost	County	Requesting Qualification	Minimum Mobilization Cost
Barbour	✓	0.00	Mercer		
Berkeley			Mineral		
Boone			Mineral		
Braxton			Mingo		
Brooke			Monongalia		
Cabell			Monroe		
Calhoun			Morgan		
Clay			Nicholas		
Doddridge			Ohio		
Fayette			Pendleton	✓	2501.00
Gilmer			Pleasants		
Grant	✓	2501.00	Pocahontas	✓	250.00
Greenbrier			Preston		
Hampshire			Putnam		
Hancock			Raleigh		
Hardy			Randolph	✓	0.00
Harrison			Ritchie		
Jackson			Roane		
Jefferson			Summers		
Kanawha			Taylor		
Lewis			Tucker	✓	250.00
Lincoln			Tyler		
Logan			Upshur	✓	250.00
Marion			Wayne		
Marshall			Webster		
Mason			Wetzel		
McDowell			Wirt		
			Wood		



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 Attention: Crystal Gibson
 PO Box 550
 Elkins, WV 26241

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 1 *****		
				ADDENDUM ISSUED TO DISTRIBUTE PRE-BID SIGN-IN SHEET FROM MANDATORY MEETING HELD 09/18/06 FOR THE TIRE/DUMP CLEAN-UP CONTRACT.		
				INCLUDED AND ATTACHED TO THIS ADDENDUM ARE THE COMMENTS AND CLARIFICATIONS RESULTING FROM THE MEETING AND THE REVISED 'VENDOR QUALIFICATION SHEET'.		
				BID DATE AND OPENING TIME REMAIN 10/10/06 AT 1:30 PM.		
				***** NO OTHER CHANGES *****		
0001	1	EA		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Crystal Gibson* TELEPHONE 304-636-3643 DATE 9/26/06

TITLE *Contractor* FEIN 0000 195251 ADDRESS CHANGES TO BE NOTED ABOVE

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



west virginia department of environmental protection

Administrative Services
601 57th Street S.E.
Charleston, WV 25304
304-926-0499; Fax 304-926-0452

Joe Manchin III, Governor
Stephanie R. Timmermeyer, Cabinet Secretary
www.wvdep.org

MEMORANDUM

To: Chuck Bowman, Senior Buyer
From: Nancy Baire, Administrative Services Manager
Date: September 18, 2006
Subject: DEP13751

We are sending you the pre-bid sign-in sheets and addendum for this requisition. If you have any questions, please let me know. I can be reached at 926-0499 X1668.

1. Pcard acceptance – “should” but not “must”.
2. Change Article 4, B to read “project cost from \$2501 to \$25,000”.
3. Q. How will ties be handled?
A. They will be rotated through all that are qualified.
4. On the “Vendor Qualification Sheet”, delete Mineral County once and add Wyoming County.
5. Q. Can you send somebody else from the same company that is not on the “sign-in” sheet?
A. Yes. They have to be from the same company and the company had to show up at the mandatory pre-bid.
6. If a small job is located and a contractor is onsite in immediate area he will be given first opportunity to complete the Job because he will not have any mobilization.

WV-36a Vendor:	STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer: CB-23	Page 7	Req. or P.O. No: DEP13751
		Spending Unit:		

Vendor Qualification Sheet

Vendors must mark all counties in which they wish to be qualified to perform work and their minimum mobilization cost for each county. Contractors may not add counties during the term of this contract.

County	Requesting Qualification	Minimum Mobilization Cost	County	Requesting Qualification	Minimum Mobilization Cost
Barbour	✓	0.00	Mineral		
Berkeley			Mingo		
Boone			Monongalia		
Braxton			Monroe		
Brooke			Morgan		
Cabell			Nicholas		
Calhoun			Ohio		
Clay			Pendleton	✓	2501.00
Doddridge			Pleasants		
Fayette			Pocahontas	✓	250.00
Gilmer			Preston		
Grant	✓	2501.00	Putnam		
Greenbrier			Raleigh		
Hampshire			Randolph	✓	0.00
Hancock			Ritchie		
Hardy			Roane		
Harrison			Summers		
Jackson			Taylor		
Jefferson			Tucker	✓	250.00
Kanawha			Tyler		
Lewis			Upshur	✓	250.00
Lincoln			Wayne		
Logan			Webster	✓	2501.00
Marion			Wetzel		
Marshall			Wirt		
Mason			Wood		
McDowell			Wyoming		
Mercer					

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

004

REQ # : DEP13751
 Project: Dump/tire pile cleanup

Bid Date: 10/10/2006
 Pre-Bid Date: 9/18/2006

Name : Patsy Holcomb
 Company: Mountain Tech Resources
 Address: 7000 ERBARON Rd
ERBARON WV
26203
 Phone #: 304-226-3793
 Fax #: 304-226-3047
 Email : mountaintechology@
FRONTIER.NET.NET

Name : Jeralo R. Paagz
 Company: Jackman Masonry
 Address: RT Box 304
ELK GARDEN WV
26117
 Phone #: 304-813-2165
 Fax # :
 Email :

Name : Allen Lambke
 Company: Parady Lambke INC
 Address: PO Box 106 Mt Storm
WV 26739
MtStorm@Hotmail.com
 Phone #: 304-693-7860
 Fax # :
 Email : Melissa2611@Hotmail.com

Name : Ronald L. Ray
 Company: Ronald L. Ray
 Address: RT 1 Box 139A
ELK Garden WV 26117
 Phone #: 304 446 5146
 Fax # :
 Email :

Name : Ronald L. Ray
Rd E Services Inc
 Company: Rt 1 Box 139A
ELK Garden WV
26117
 Phone# : 304 446 5178
 Fax # :
 Email :

Name : Mark L. Stout
 Company: Mark's Dazer Service
 Address: RT #1 Box 269
Flemington, WV 26347
 Phone# : 304-739-2645 ^{cell} 677-1734
 Fax # :
 Email : comtemark59@yahoo.com

Name : TIM GRAHAM
 Company: TIM GRAHAM Excavating LLC
 Address: 2607 - Revco St
Parkesburg WV
26101
 Phone# : 1-304-428-6918
 Fax # :
 Email :

Name : Crystal Gibson
 Company: Laurel Development
 Address: P.O. Box 550
Elkins, WV 26241
 Phone# : 304-636-3643
 Fax # : 304-636-5329
 Email : crystal@elkinsdistributing.com

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

006

RFQ # : DEP13751

Bid Date: 10/10/2006

Project: Dump/tire pile cleanup

Pre-Bid Date: 9/18/2006

Name : LE LOBAN
 Company: ELK CREEK TRUCKING
 Address: 1630Y 8111
NUTTER FORT
WV 26301
 Phone #: 304 622-6955
 Fax #: 304 622 1208
 Email : _____

Name : EUGENE POTTER
 Company: PotL Enterprise
 Address: 5750 CROSS LANE DR.
CROSS LANE WV
 Phone#: 540 1129
 Fax #: 776-2902
 Email : _____

Name : MIKE ROSE
 Company: GOPIER LAND
 Address: 101 Bulldog Ln.
PREMIER WV 24878
 Phone #: 304 436 4129
 Fax #: 304 436 4139
 Email : mdayrose@yahoo.com

Name : _____
 Company: _____
 Address: _____
 Phone#: _____
 Fax #: _____
 Email : _____

Name : Jeremy Edwards
 Company: ~~Adelphi~~ Adelphi Construction LLC
 Address: P.O. BOX 822
Morgantown WV 26501
 Phone #: (304) 216-2342
 Fax #: _____
 Email : jeremy.us@adelphia.net

Name : _____
 Company: _____
 Address: _____
 Phone#: _____
 Fax #: _____
 Email : _____

Name : J.R. SPENCER
 Company: ROME SPENCER, INC
 Address: HC 74, Box 201
STARBUCK CREEK WV
25067
 Phone #: 304-364-8626
 Fax #: 364-8776
 Email : RHS30@CITYNET.NET

Name : _____
 Company: _____
 Address: _____
 Phone#: _____
 Fax #: _____
 Email : _____