

May 19, 2008

Mr. Chuck Bowman
Purchasing Division
West Virginia Department of Administration
Building 15
2019 Washington Street East
Charleston, West Virginia 25305

Re: Request for Quotation #DEP13974

WVDEP-OER

Removal of Underground Storage Tanks and Assessments Todd's Exxon, Salem, West Virginia

Mr. Bowman:

EnviroProbe Integrated Solutions, Inc. is submitting this quotation and the required supplemental information for Request for Quotation (RFQ) #DEP13974. The supplemental information attached with this submittal as required by the RFQ includes:

- 1. Bid Bond for \$3,625.88 in the form of a Irrevocable Letter of Credit (990301376-4) payable to the State of West Virginia,
- 2. Copy of EnviroProbe's West Virginia Contractor License,
- 3. Copy of EnviroProbe's workers compensation certificate of coverage,
- 4. Copy of EnviroProbe's ACORD Certificate of Insurance,
- 5. Name and license numbers of two Class B certified persons,
- 6. Names of and license numbers of two WVDEP Certified Well Drillers (CWD's), and
- 7. Names and 40-hour OSHA training certificates for three critical personnel.

Class B UST Certified Workers

EnviroProbe's Class B UST personnel include Mr. Roderic E. Moore (Certification #B654) and Mr. Lash McGhee (Certification #B604). Both persons are full-time EnviroProbe employees. Copies of the Class B UST certificates can be provided upon request.

Telephone: (304) 776-6717

Fax: (304) 776-6769

Telephone: (304) 776-6717 Fax: (304) 776-6769

WVDEP Certified Well Drillers

EnviroProbe has three CWDs on staff as follows:

Roderic E. Moore	. WV0154
Lash McGhee	. WV0008

Copies of the CWD certificates can be provided upon request.

OSHA Training - Critical Personnel

All of EnviroProbe's personnel working on projects under this contract have completed the required 40-hour Occupational Safety and Health Administration (OSHA) HAZWOPER class and associated 8-hour refresher training. Personnel critical to this project and the date of their 40-hour OSHA training include:

Copies of the refresher training certificates can be provided at that time also.

Closing

Please contact EnviroProbe at (304) 776-6717 should you have any questions or desire further information.

Sincerely.

Roderic E. Moore, P.E., LRS, CWD

President

Attachments



LETTER OF CREDIT VERIFICATION

Date: May 13, 2008

West Virginia Purchasing Division Department of Administration State Capitol Complex 2019 Washington Street, East P. O. Box 50130 Charleston, WV 25305-0130

Re: Irrevocable Letter of Credit Number:

State Agency:

Requisition Number:

Project Description:

<u>990301376-4</u>

State of WV, Department of Environmental Protection

RFQ #DEP13974

Removal of UST's and Assessments - Todd's Exxon,

Salem, WV

We hereby open an irrevocable Letter of Credit, hereafter known as Letter of Credit Number 990301376-4 effective May 13, 2008, in your favor for the account of Enviroprobe Integrated Solutions, Inc., for a sum or sums not exceeding \$3,625.88, payable in part or in full upon demand and receipt from you of a Notice of Forfeiture.

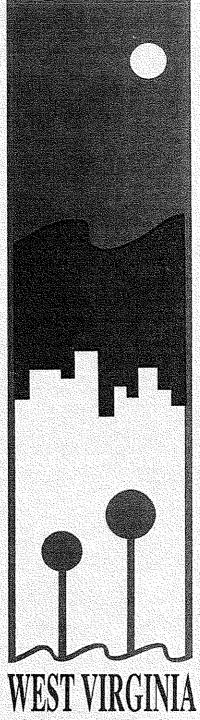
The Letter of Credit will expire on September 13, 2008. We agree to notify you by certified mail, return receipt requested, at least ninety (90) days prior to the maturity of our intention to either renew or not renew this Letter of Credit. Our failure to notify you will automatically extend the maturity for an additional period of twelve (12) months. Upon notification by your of forfeiture, the entire amount shall be confessed to judgement and be due and payable. At the time of expiration, you may either elect to obtain cash collateral by drawing your on-sight draft on us for an amount not to exceed the unused balance of this Letter of Credit or elect to let the Letter of Credit expire.

We will give prompt notice to both <u>Enviroprobe Integrated Solutions</u>, <u>Inc.</u> and you of any notice received or action filed: (1) alleging the insolvency or bankruptcy of the bank; or (2) alleging any violation of regulatory requirements to do business. In addition, we will give immediate notice to both <u>Enviroprobe Integrated Solutions</u>, <u>Inc.</u> and you in the event the bank becomes unable to fulfill its obligation under the Letter of Credit for any reason.

This Letter of Credit is non-assignable, non-transferable and is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revisions), International Chamber of Commerce (Publication #500), and to the Uniform Commercial Code.

L. Steven Clark

Assistant Vice President



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV042199

Classification:

SPECIALTY

ENVIROPROBE INTEGRATED SOLUTIONS IN 630 CROSS LANES DRIVE NITRO, WV 25143

Date Issued

Expiration Date

MARCH 28, 2008

MARCH 28, 2009

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.





PRODUCER:

BrickStreet Mutual Insurance Company 400 Quarrier Street Charleston, WV 25301

CERTIFICATE HOLDER:

INSURED:

ENVIROPROBE INTEGRATED SOLUTIONS INC 630 CROSS LANES DRIVE NITRO, WEST VIRGINIA, 25143

ENVIROPROBE INTEGRATED SOLUTIONS 630 CROSS LANES DRIVE NITRO, WEST VIRGINIA, 25143

CERTIFICATE OF INSURANCE

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancelation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company,

POLICY NUMBER: WC10102342-04 DATE CERTIFICATE ISSUED: 04/09/2008

POLICY EFFECTIVE DATE: 10/18/2007 **EXPIRATION DATE: 10/18/2008**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

LIMITS / COVERAGE

- [X] WORKERS COMPENSATION STATUTORY LIMITS
- [X] EMPLOYERS LIABILITY LIMITS:

BODILY INJURY BY ACCIDENT:

\$ 100,000.00

EACH ACCIDENT

BODILY INJURY BY DISEASE:

\$ 500,000.00

POLICY LIMIT

BODILY INJURY BY DISEASE:

\$ 100,000.00 EACH EMPLOYEE

- [] WY BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)
- 1 1 FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT -COVERAGE FOR WV CODE 23-4b-1 - FEDERAL BLACK LUNG COVERAGE

SPECIAL PROVISIONS IF ANY:

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Request for BEONUMBER Quotation

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CHUCK BOWMAN 304-558-2157

HOUSHA

RFQ COPY TYPE NAME/ADDRESS HERE

INTEGRATED SOLUTIONS, INC. 630 Cross Lanes Drive Nitro WV 25143

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ENVIRONMENTAL PROTECTION DEPARTMENT OF ENVIRONMENTAL REMEDIATION 601 57TH STREET SE CHARLESTON, WV 25304

304-926-0499

04/02/		EDB FREIGHTERMS
BID OPENING DATE:		
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	A MANDATORY ON-SITE PRE-BID CONFERENCE W 04/23/2008 AT 11:00 AM. FAILURE TO ATTE WILL RESULT IN BID DISQUALIFICATION.	ND THE PRE-BID
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	EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO	BE PERFORMED
	WITHIN 120 CALENDAR DAYS AFTER THE NOTIC IS RECEIVED. UNLESS OTHERWISE SPECIFIED EXECUTED PURCHASE ORDER WILL BE CONSIDER	E TO PROCEED
	SEE REVERSE SIDE FOR TERMS AND CONDIT	IONS
SIGNATURE	TELEPHONE (304) 77	76-6717 DATE 5/19/08
President	FEIN	ADDRESS CHANGES 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.
- 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 Viginia 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



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 DEP13974

2

CHUCK BOWMAN 304-558-2157

ENVIRONMENTAL PROTECTION DEPARTMENT OF ENVIRONMENTAL REMEDIATION 601 57TH STREET SE CHARLESTON, WV

25304

304-926-0499

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Request for Quotation

SHIP VIA

DEP13974

PAGE:

FREIGHTTERMS

CHUCK BOWMAN
304-558-2157

NOOR

DATE PRINTED

RFQ COPY TYPE NAME/ADDRESS HERE

ENVIROPROBE

INTEGRATED SOLUTIONS, INC. 630 Cross Lanes Drive Nitro WV 25143

TERMS OF SALE

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
ENVIRONMENTAL REMEDIATION
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

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Request for REQNUMBER Quotation

SHIP VIA

DEP13974

ADDRESSICOERESPONDENCENTO/ATTIENTION/OF CHUCK BOWMAN 304-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE

DATE PRINTED TERMS OF SALE

INTEGRATED SOLUTIONS, INC. 630 Cross Lanes Drive Nitro WV 25143

ENVIRONMENTAL PROTECTION DEPARTMENT OF ENVIRONMENTAL REMEDIATION 601 57TH STREET SE .CHARLESTON, WV 25304 304-926-0499

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SIGNATURE			TELEPHONE	DATE	
TITLE		FEIN		ADDRESS CHANGE	ES TO BE NOTED ABOVE



Request for REGINUMBER Quotation

5

MADDRESS CORRESPONDENCE TO ATTENTION OF CHUCK BOWMAN B04-558-2157

RFQ COPY TYPE NAME/ADDRESS HERE

INTEGRATED SOLUTIONS, INC. 630 Cross Lanes Drive Nitro WV 25143

ENVIRONMENTAL PROTECTION « DEPARTMENT OF ENVIRONMENTAL REMEDIATION 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

BID OPENING DATE: 05/20/2008 BID OPENING TIME 01:30	OPM :
LINE QUANTITY UOP CAT ITEM NUMBER UNIT PRICE	AMQUNT
BIDDER TO COMPLETE:	
CONTRACTORS NAME: EnviroProbe Integrated Solutions, Inc. WV042199	
CONTRACTORS LICENSE NO.:	
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT	
APPLICABLE LAW	
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.	
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.	
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI- CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.	
REV. 1/2005	
NOTICE	
A SIGNED BID MUST BE SUBMITTED TO:	;
SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE DATE	
TITLE FEIN ADDRESS CHANGES TO B	BE NOTED ABOVE



RFQ COPY

630 Cross Lanes Drive

Nitro WV 25143

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

Request for SECONUMBERS Quotation

DEP13974.

6

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

TYPE NAME/ADDRESS HERE **ENVIROPROBE** INTEGRATED SOLUTIONS, INC.

ENVIRONMENTAL PROTECTION DEPARTMENT OF ENVIRONMENTAL REMEDIATION 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

SHIPVIA TERMS OF SALE DATE PRINTED FOB FREIGHT TERMS 04/02/2008 05/20/2008 BID OPENING DATE: $_{
m BID}$ OPENING TIME 0'1:30PM LINE QUANTITY UOP 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** DEP13974 REQ. NO.: BID OPENING DATE: 05/20/2008 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 776-6769 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: 200 Roderic E. Moore, President SEE REVERSE SIDE FOR TERMS AND CONDITIONS: SIGNATURE DATE TITLE ADDRESS CHANGES TO BE NOTED ABOVE

ENVIROPROBE

INTEGRATED SOLUTIONS, INC. 630 Cross Lanes Drive Nitro WV 25143

Class B Certified person:		
Name: Roderic E. Moore	Class B License #: B654	Exp Date: 12/31/09
Name: Lash McGhee	Class B License #: B604	Exp Date: 12/31/08
Name:	Class B License #:	Exp Date:
Certified Monitoring Well Driller person	n:	
Name: Roderic E. Moore	Registration #: WV000154	Exp Date: 04/17/09
Name: Lash McGhee	Registration #: WV00008	Exp Date: 01/09/09
Name:	Registration #:	Exp Date:
	·	
40 Hr. HAZWOPER and 8 hr. refresher		
Roderic E. Moore Name:	Certified Y/N 8 hr. Refre	09/27/07 sher Date:
Name: Lash McGhee	Certified Y/N 8 hr. Refre	sher Date:09/27/07
Name: Chris Henderson	Certified Y/N Yes 8 hr. Refre	sher Date: <u>05/19/08</u>

DEP 13974 Bid Schedule

Item No.	Quantity	Description	Unit Price	Amount
1	1,000	Removal and proper disposal of petroleum contaminated water, rinsate and/or product. (per gallon)	\$1.10	\$1,100.00
2	1	Transportation of petroleum contaminated water, rinsate and/or product to disposal facility. (lump sum)	\$500.00	\$500.00
3	6	Purge vapors from UST (5) and AST(1) to <10% LEL. (per tank)	\$20.00	\$120.00
4	25	Excavate and extract UST / piping from the ground. (per 1000 gallon tank volume)	\$782.00	\$19,550.00
5	6	Cut openings in USTs (5) / AST(1) and clean sludges from them. (per tank)	\$20.00	\$120.00
6	6.	Dispose / scrap cleaned UST. (5) / AST (1) (per tank)	\$100.00	\$600.00
7	6	Dispose of tank-cleaning sludges. (per drum)	\$225.00	\$1,350.00
8	500	Segregate obviously contaminated vs. non-contaminated soils and stockpile contaminated soils/debris on site on 6 mil black plastic and cover with 6 mil black plastic. (per ton)	\$4.00	\$2000.00
9	680	Backfill excavations with crusher run. (per ton)	\$23.37	\$15,891.60
10	1	Mobilization and demobilization. (lump sum)	\$1,950.00	\$1,950.00
11	10	Load, transport and properly dispose of non-hazardous material such as piping, dispensers, etc. (per ton)	\$25.00	\$250.00
12	500	Load, transport and properly dispose of petroleum contaminated soil at a state approved landfill and supply manifests. Unit price includes landfill tipping fees, etc. (per ton)	\$48.00	\$24,000.00
13	2	Direct push equipment including mobilization and demobilization. (per day)	\$1,100.00	\$2,200.00
14	120	Temporary 1 inch piezometer for groundwater sampling (per linear foot)	\$3.00	\$360.00
15	12	Disposable Polyethylene Bailers, .75" x 36", Weighted. (each)	\$8.00	\$96.00
16	2	IDW Disposal (per drum).	\$50.00	\$100.00
17	1	Tank closure report forms, boring logs and submittal. (lump sum)	\$700.00	\$700.00
		то	TAL =	\$70,887.60

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable. (Pursuant to Legislative Rule 148-CSR1, 6.4.2)

ENVIROPROBE

INTEGRATED SOLUTIONS, INC. 630 Cross Lanes Drive Nitro WV 25143

	RFO	Nο	DEP139	74
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STATE OF WEST VIRGINIA Purchasing Division

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PURCHASING AFFIDAVIT

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 exceed 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** 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: _	EnviroProbe	Integrated	Solutions,	Inc.		
Authorized Signat	ture: <u> </u>	lus /	1-	_Date:	5/19/08	
Purchasing Affidavit (f	Revised 06/15/07)					

DEP13974

REQUEST FOR QUOTES

WEST VIRGINIA DEPARTMENT of ENVIRONMENTAL PROTECTION

OFFICE OF ENVIRONMENTAL REMEDIATION

Removal of Underground Storage Tanks at Todd's Exxon Salem, WV

BACKGROUND

The West Virginia Department of Environmental Protection (WVDEP), Division of Land Restoration (DLR), Office of Environmental Remediation (OER) will be utilizing funds from the EPA Petroleum Brownfields program to assess a site contaminated by petroleum from a leaking underground storage tank. This site is considered a relatively low-risk petroleum site.

SERVICES REQUIRED

The WVDEP/OER is requesting quotes to properly close five underground storage tanks including (1) 10,000 gallon tank, (2) 6,000 gallon tanks, (1) 2,000 gallon tank, (1) 1,000 gallon tank and (1) 500 gallon above ground storage tank located at Todd's Exxon, 156 East Main Street, Salem, Doddridge County, WV. The WVDEP/OER shall be responsible for retaining the right of entries, and collection and analyses of soil samples.

GENERAL CONDITIONS

A mandatory Pre Bid Conference will be held on site at Todd's Exxon, 156 East Main Street, Salem, Doddridge County, WV.

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$1,000,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

The Contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.

The Contractor will be responsible for complying with any and all health and safety requirements related to the work, including but not limited to, employees, traffic control, and utility location verification. The Contractor will be responsible for contacting Miss Utility. The Contractor will also be held responsible for all cost associated for replacing or repairing any utilities damaged by the Contractor. WVDEP will not reimburse Contractor for any repair or replacement of any such damaged utility. WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons. Contractor shall also be responsible for obtaining and complying with any city or county ordinances, such as building or demolition permits.

The Contractor shall be responsible for paying and/or securing all taxes, permits, fees, compensation, and any other items necessary to render and hold the owner free and harmless from all claims arising from services performed under this contract.

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

In accomplishing services to fulfill the requirements of this RFQ, neither the 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 laws and regulations pertinent to the work.

The Contractor must have a "Class B" WVDEP certified person on site during closures of USTs as required by State Regulations and all boring/drilling activities must be done in accordance with 47CSR59 "Monitoring Well Regulations" and 47CSR60 "Monitoring Well Design Standards".

Contractor's critical personnel at the job site shall have completed the mandatory 40 hour health and safety training course, with annual refresher, in accordance with the requirements of the Occupational Safety and Health Administration 29CFR 1910.120.

Contractor must submit Class B certified person and number and certified well driller name and number with bid. Also, Contractor must submit all critical personnel's full name and date of 8 hr. refresher for the 40-hour health and safety-training course.

Prior to commencement of work, the Contractor's equipment shall be inspected and shall be subject to the approval of WVDEP. If the equipment delivered to the site does not meet the requirements specified in this contract, or if, as a result of frequent breakdowns after the equipment is in use or other causes, the original equipment cannot be operated efficiently, the Contractor shall deliver to the site satisfactory replacement equipment. No additional payment shall be allowed for replacement of defective or inadequate equipment. WVDEP shall be the final judge as to the adequacy of the equipment.

Underground storage tank closures and assessments shall be in accordance to all Federal and State regulations. The successful vendor must be capable of having an individual present at the underground storage tank (UST) site and capable of exercising supervisory control over the closure (removal/close in place).

The State hereby notifies the Contractor that work is to be performed on property where the contractor's employees may be exposed to petroleum contamination and other hazardous materials existing at Leaking Underground Storage Tank sites.

UNDERGROUND STORAGE TANK CLOSURES

Underground storage tank closures shall be in accordance to all Federal and State regulations. The successful vendor must be capable of having an individual present at the underground storage tank (UST) site and capable of exercising supervisory control over the closure (removal/close in place). The Cabinet Secretary of the West Virginia Department of

Environmental Protection must certify this individual in accordance to State regulations. This individual is included and stated as certified personnel time in the following:

1. Removal and proper disposal of gasoline contaminated water, rinsate and/or product.

This item will include all certified personnel time, labor, equipment, materials, manifests and disposal/recycling costs associated with the removal and recycling/disposal of petroleum-contaminated water and/or product. This item also includes water used for decontamination purposes. (Do not include transportation cost of these liquids on this line - use line item #2). The vendor shall provide approved DOT-17C drums for containing the petroleum-contaminated water for recycling/disposal, if needed. This item shall be paid on a per gallon basis.

2. Transportation of petroleum contaminated water, rinsate and/or product to disposal facility.

This item will include all costs for transporting the petroleum-contaminated liquids from the site to a proper disposal and/or recycling facility. This item shall be paid on a lump sum basis.

3. Purge vapors from UST/AST to < 10 % LEL.

This item shall include all certified personnel time, labor, material, equipment, and all other ancillary equipment necessary to purge vapors from the USTs and AST to less than 10% LEL. This item shall be paid on a per tank basis.

4. Excavation and extraction of UST/piping from the ground.

This item shall include all certified personnel time, labor, material, equipment, and all other ancillary equipment necessary to excavate and extract the UST and associated piping from the ground. This item shall be paid on a per 1000 gallon tank volume basis.

5. Cut openings and clean sludges from the UST and AST.

This item shall include all certified personnel time, labor, material, equipment, DOT drums, and all other ancillary equipment necessary to cut and clean the UST and AST. This item shall be paid on a per tank basis.

6. Dispose/scrap cleaned UST/AST.

This item shall include all labor, equipment, transportation and disposal costs for the proper disposal of the cleaned UST and AST. This item shall also include the disposal ticket. This item shall be paid on a per tank basis.

7. Disposal of tank cleaning sludges.

This item shall include all certified personnel time, labor, equipment, materials, manifests and disposal/recycling costs associated with the removal and disposal of tank cleaning sludges. This item shall be paid per approved DOT drum.

8. Segregate and stockpile petroleum contaminated soils.

This item shall include the segregation of contaminated vs. uncontaminated soils and stockpile contaminated soils/debris on site on 6-mil black plastic and cover with 6-mil black plastic in a manner to prevent runoff of contaminated material. This item shall include all labor, material, equipment and all other ancillary equipment necessary to segregate and stockpile the contaminated soil. This item shall be paid on a per tonnage basis.

9. Backfill excavations.

This item shall include the amount of crusher run necessary to properly backfill the excavation including compaction of backfill material. This item shall also include all labor, material, equipment and all other ancillary equipment necessary to properly backfill and compact material in the excavation. This item shall be paid on a per tonnage basis.

10. Mobilization and demobilization.

This item shall include all transportation cost of all equipment to and from site. This item shall be a lump sum price. (This item does not include transportation of contaminated liquids to disposal facility - see item 2; or transportation of Direct Push Equipment to and from site - see line item # 13.)

11. Load, transport and properly dispose of non-hazardous materials.

Load, transport and properly dispose of non-hazardous materials such as broken concrete slabs, piping & etc at a state approved landfill and supply disposal receipts. Unit price includes landfill tipping fees, etc. (per ton).

12. Load, transport and properly dispose of petroleum-contaminated soil.

Load, transport and properly dispose of petroleum-contaminated soil at a state approved landfill and supply manifests. Unit price includes landfill tipping fees, etc. (per ton).

13. Direct Push Equipment.

This item shall include all personnel (certified well driller/operator), equipment, materials, and transportation of Direct Push Equipment to and from the site. This price includes at least discrete interval soil sampling and or continuous coring. This item shall be paid on a per "on site" 10 hour day basis.

14. Temporary 1 inch piezometer for groundwater sampling.

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install a temporary 1-inch piezometer. This item shall be paid on a per linear foot basis.

15. Disposable Polyethylene Bailers, .75" x 36", Weighted.

Polyethylene, weighted, disposal, tubular water sampler with ball check valve (.75" x 36"). This item shall be paid on a per bailer basis.

16. IDW Disposal.

This item shall include all personnel time, labor, equipment, materials, transportation, manifests and disposal/recycling costs associated with the removal and disposal of any non hazardous derived waste associated with assessments. This item shall be paid per approved DOT drum.

17. Tank closure report forms, boring logs and submittal.

This item shall include all labor, material, word processing and site sketches necessary to complete the closure forms and reports and submit to WVDEP. This item shall be a lump sum price.

Note: In the event that an additional underground storage tank is found, the submitted unit price will be used. Closure of an additional tank requires approval from WVDEP Contract Specialist Bryan Arthur (304-924-6211).

13. Direct Push Equipment.

This item shall include all personnel (certified well driller/operator), equipment, materials, and transportation of Direct Push Equipment to and from the site. This price includes at least discrete interval soil sampling and or continuous coring. This item shall be paid on a per "on site" 10 hour day basis.

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Note: In the event that an additional underground storage tank is found, the submitted unit price will be used. Closure of an additional tank requires approval from WVDEP Contract Specialist Bryan Arthur (304-924-6211).



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

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DEP13974

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.....ADDRESS.CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

*829115053 304-776-6717 **ENVIROPROBE INTEGRATED SOLUTIO** 630 CROSS LANES DR

NITRO WV 25143

ENVIRONMENTAL PROTECTION DEPARTMENT OF **ENVIRONMENTAL REMEDIATION** 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

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RFO # :	DEP13974		Date: 05/20/2008 1:30PM
Project:	Todds Exxon(#08073)	Pre-Bid	Date: 04/23/2008 11:00AM
Name :	BRYAN ARTHUR JUNDEP/OER P.O. Box 38 French Creek, WV 26218	Name :	MARC GLASS
Company:	OWNDEP/OER		CIEA & ASSOCIATES CONSLICTENTY
Address:	P.O. Box 38"	Address:	110 Forest Drive
	FRETCH CREEK, WV		Morganizaria WV 26501
	262(8	.,	,
Phone #:	304-924-6211		(304) 216-5294
Fax # :	304-424-6101		(304) 598-0713
Email :	bart Luc @ wudep.org	Email :	marc @ discousulting com
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	304 292 2773	Email:	
Email :	trebare core-encoun	CHICLL .	
Name :	Camille Kobrys	Name :	
		Company:	
Address:	Wegvertown Env. Group	Address:	
Address.	Obornington Rd Carnegie, Pa 15106		
	- Coll Tredite, 1-1 1210		
Phone #:	724-746-4850	Phone# :	
Fax # :	412-429-0219	Fax # :	
Email :	CKObrys@ Weavertown com	Email :	
	5		
Name :	tan Anvidson	Name :	
Company:	Jimmie Horali Go	$_{\mathbf{x}}$ Company:	
Address:		Address	
	Vienna, Wy 26105		
x.			
Phone #:	304 295 - 9846	Phone#	
Fax # :	295-953	Fax #	
Email :		Email	•

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET 003

$RFQ # :_{\underline{}}$	DEP13974		Date: 05/20/2008 1:30PM
Project:	Todds Exxon(#08073)	Pre-Bid	Date: 04/23/2008 11:00AM
namen.			
Name : Company: Address:	Joe De Fazio Po. Box 9143 MUNUNGLL CUV. 2301534-564/ 53113170	Name : Company: Address:	J.C. Bosley Const. Tric. TEFF STEVENS 1- Bosley AVE. PARKERSBURG WY
Phone #: Fax # : Email :		Phone# : Fax # : Email :	2610] 304-422-0025 "1 422-0414 JeFFs@bosleyrental.com
Name : Company: Address:	Claude Ryan Ryan Enuvormental R+ 4 Bux 240 Brdgepurt W 24300	Name : Company: Address:	Ronnis Davis City of Salam POBOX352 Salam WU 26426
Phone #: Fax # : Email :	842-5578 842-5731 Csive Man environ	Phone# : Fax # : Email :	782-1318
Name : Company: Address:	LYONS BOR. & HAWING INC POBOD 669 Clarksburg WV 26302	Name : Company: Address:	David Mayle City Manager City of Glen Pobox 35 26420
Phone #: Fax # : Email :	304 624 6418 304 624 1547 Lyone Breadating O'AOL	Phone# : Fax # : Email :	>82-1318 >82-4229 Salenmasser QUESTON, next
Name : Company: Address:	Kod Moore	Name : Company: Address:	
Phone #: Fax # : Email :	304776-6717 304776-6769 Cempore Cenvirap robens.	Phone# : Fax # : Email :	

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # :_			Date: 05/20/2008	
Project:	Todds Exxon(#08073)	Pre-Bid	Date: 04/23/2008	11:00AM
Name :	MARSHALL MILLER & ASSOC	Name :		
	JOHN KEZZAW	Company:	***************************************	
Address:	P.O. Box 848	Address:		
	Bluefield, VA 24605			
Phone #:	276-322-5467	Phone# :		
Fax # :	276-322-1510	Fax # :		
Email :	john. Krczan ernmaz.com	Email :		
Name :		Name :	•	····
Company:	Ewisocheck INC.	Company:		***************************************
Address:	375 MT. LANE.	Address:		
	TAZewell VA. 24651			
Phone #:	276-472-2174	Phone# :		
Fax # :	276 472 2425	Fax # :		
Email :	Thestield earthlish wet	Email :	***************************************	***************************************
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	Astech CORP	Company:		
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Phone #:	304-342-0545	Phone# :		
Fax # :	304-342-3972	Fax # :		
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