



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

[List View](#)

## General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 639148

Procurement Type: Central Master Agreement

Vendor ID: VC0000088523

Legal Name: AMY AND KEVIN GROVES INC

Alias/DBA:

Total Bid: \$3,000.00

Response Date: 11/07/2019

Response Time: 12:24

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2000000015

Published Date: 11/7/19

Close Date: 11/15/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No.01 - Capon Springs  
Landfill Leachate Hauling

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 639148

**Solicitation Description :** Addendum No.01 - Capon Springs Landfill Leachate Hauling

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-11-15 13:30:00	SR 0313 ESR11071900000002867	1

<b>VENDOR</b>
VC0000088523 AMY AND KEVIN GROVES INC

**Solicitation Number:** CRFQ 0313 DEP2000000015

**Total Bid :** \$3,000.00      **Response Date:** 2019-11-07      **Response Time:** 12:24:48

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Liquid waste collection or processing or disposal	100.00000	EA	\$30.000000	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
76121502			

<b>Extended Description :</b>	<p>To provide for the hauling and disposal of leachate from the Capon Springs Landfill to the Valicor Waste Water Treatment Plant in Williamsport, MD, or to the nearest WVDEP approved WWTP as directed by the WVDEP. Price per 100 gallons.</p> <p>Vendor should complete the Pricing Page by providing a unit price per 100 gallons hauled. Unit Price will then be</p>
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Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 27 - Miscellaneous

Proc Folder: 639148

Doc Description: Capon Springs Landfill Leachate Hauling

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-01	2019-11-15 13:30:00	CRFQ 0313 DEP2000000015	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Amy And Kevin Groves Inc  
 10 Drawing Arm Lane  
 Martinsburg WV 25403

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

Signature X

FEIN #

81-3042491

DATE NOV 7 2019

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Environmental Protection to establish an open-end contract for pumping, hauling, and disposing of leachate from the Capon Springs Landfill located near Yellow Spring, WV to Valicor Environmental Services in Williamsport, MD, or to the nearest WVDEP approved WWTP as directed by the WVDEP, per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV25304 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Liquid waste collection or processing or disposal	100.00000	EA	\$30.00	3,000.00

Comm Code	Manufacturer	Specification	Model #
76121502			

**Extended Description :**

To provide for the hauling and disposal of leachate from the Capon Springs Landfill to the Valicor Waste Water Treatment Plant in Williamsport, MD or to the nearest WVDEP approved WWTP as directed by the WVDEP. Price per 100 gallons.

Vendor should complete the Pricing Page by providing a unit price per 100 gallons hauled. Unit Price will then be multiplied by 100 to calculate the Total Price.

ie. If Vendor intends to bid \$2.00 per 100 gallons hauled:

Qty:	Unit Issue:	Unit Price:	Total Price:
100	Each	\$2.00	\$200.00

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Kevin Groves UP  
(Name, Title)

Kevin Groves UP  
(Printed Name and Title)

18 Drawing Arm Ln Martinsburg WV 25403  
(Address)

540-931-4065 / 304-263-3412  
(Phone Number) / (Fax Number)

Kevin\_groves@yahoo.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Amy and Kevin Groves Inc.  
(Company)

Kevin Groves UP  
(Authorized Signature) (Representative Name, Title)

Kevin Groves UP  
(Printed Name and Title of Authorized Representative)

11/7/19  
(Date)

540-931-4065 / 304-263-3412  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Capon Springs Landfill Leachate Hauling

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10. MISCELLANEOUS:

- 10.1. **No Substitutions:** Vendor shall supply only Contract Services submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 10.2. **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Services being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 10.3. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 10.4. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kevin Groves

Telephone Number: 540-931-4065

Fax Number: 304-263-3412

Email Address: Kevin-groves@YAHOO.COM



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**  
(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Amy & Kevin Groves LLC Address: 18 Drawing Area Ln  
Martinsburg WV 25403  
Name of Authorized Agent: Kevin Groves Address: 18 Drawing Area Ln Abing 25403  
Contract Number: DEP20000000215 Contract Description: Landfill leachate Hauling  
Governmental agency awarding contract: DEP.

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract  
 Check here if none, otherwise list entity/individual names below.
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)  
 Check here if none, otherwise list entity/individual names below.
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)  
 Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 11/7/19

**Notary Verification**

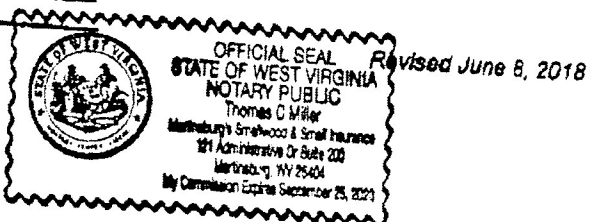
State of West Virginia County of Berkeley  
I, Kevin Groves

the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 7<sup>th</sup> day of November, 2019

[Handwritten Signature]  
Notary Public's Signature

To be completed by State Agency:  
Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(f), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Amy and Kevin Groves Inc

Authorized Signature: [Signature] Date: 11/7/19

State of West Virginia

County of Berkeley to-wit:

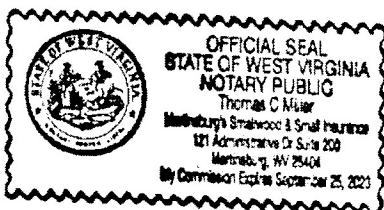
Taken, subscribed, and sworn to before me this 7 day of November, 2019

My Commission expires Sept 25, 2020

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/18/2016)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. 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).

<b>PRODUCER</b> Smallwood Small Insurance 121 Administrative Drive, Suite 200 Martinsburg WV 25404		<b>CONTACT NAME:</b> PHONE (A/C No Ext): 304-263-3361 FAX (A/C No): (304)263-3412 E-MAIL: ADDRESS:	
<b>INSURED</b> Amy & Kevin Groves Inc 18 Drawing Arm Lane Martinsburg WV 25403		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ERIE INS PROPERTY CASUALTY CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Q367800022	12/28/18	12/28/19	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTY \$ 1000000 PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	Q09-5130342	09/01/19	09/01/20	COMBINED SINGLE LIM (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Leachate Haul

The below Certificate holder is named as additional insured as well.

**CERTIFICATE HOLDER****CANCELLATION**West Virginia Dept of Environmental Protection  
601 57th St SE

Charleston

WV 25304

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Amy O. Groves*

Fax:

Email:

ACORD 25 (2016/03)

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