



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 5

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 700001

Procurement Type: Central Master Agreement

Vendor ID: 000000203587

Legal Name: TRIAD ENGINEERING INC

Alias/DBA:

Total Bid: \$114,408.00

Response Date: 05/15/2020

Response Time: 13:26

SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2000000028

Published Date: 5/8/20

Close Date: 5/18/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum -3 LCAP  
GROUNDWATER MONITORING

Total of Header Attachments: 5

Total of All Attachments: 5



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Field Services - East Region Landfill	102.00000	EA	\$115.000000	\$11,730.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Twice per year, all labor, equipment, materials, transportation, and incidentals to gauge, purge, sample, preserve and transport samples to laboratory from 46 monitoring wells located at the East Region Landfills (See Attachments A, B and C). Quantity includes 10% duplicates.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Field Services - North Region Landfill	88.00000	EA	\$128.000000	\$11,264.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Twice per year, all labor, equipment, materials, transportation, and incidentals to gauge, purge, sample, preserve and transport to laboratory for analysis from 40 monitoring wells located at the North Region Landfills (See Attachments A, B and C). Quantity includes 10% duplicates.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Field Services - South Region Landfill	80.00000	EA	\$128.000000	\$10,240.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Twice per year, all labor, equipment, materials, transportation, and incidentals to gauge, purge, sample, preserve and transport samples to laboratory for analysis from 36 monitoring wells located at the South Region Landfills (See Attachments A, B and C). Quantity includes 10% duplicates.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Field Services - West Region Landfill	66.00000	EA	\$139.000000	\$9,174.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Twice per year, all labor, equipment, materials, transportation, and incidentals to gauge, purge, sample, preserve and transport samples to laboratory for analysis from 30 monitoring wells located at the West Region Landfills (See Attachments A, B and C). Quantity includes 10% duplicates.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Statistical Analysis Setup	30.00000	EA	\$300.000000	\$9,000.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Once per year, all labor, equipment, materials, transportation and incidentals to collect, compile and construct data base for statistical evaluations of information obtained in field services and laboratory analysis.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Statistical Analysis and Reporting	60.00000	EA	\$1,050.000000	\$63,000.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :** Twice per year, all labor (including clerical), printing, binding, copying, shipping, etc., and incidentals to evaluate data and report findings to WVDEP.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Triad Engineering, Inc.

Company

 Type text here

Authorized Signature

5/18/2020

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), 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 exceed 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: Triad Engineering, Inc.

Authorized Signature: [Signature] Date: 5/18/2020

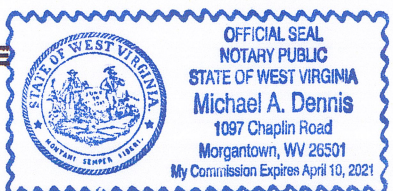
State of West Virginia

County of Morgan, to-wit:

Taken, subscribed, and sworn to before me this 18th day of May, 2020

My Commission expires 10 April, 2021.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)

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

Name of Contracting Business Entity: Triad Engineering, Inc. Address: 1097 Chaplin Road
Morgantown, WV 26501

Name of Authorized Agent: William Ernstes Address: 1097 Chaplin Road Morgantown WV 26501

Contract Number: DEP2000000028 Contract Description: LCAP GROUNDWATER MONITORING

Governmental agency awarding contract: DEPARTMENT OF ENVIRONMENTAL PROTECTION

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
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)
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)

Signature: [Handwritten Signature] Date Signed: 5/18/2020

Notary Verification

State of West Virginia, County of Monongalia

I, William M. ERNSTES, 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 18th day of May 2020

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





- 9.1.4. Failure to remedy deficient performance upon request.
- 9.2. The following remedies shall be available to Agency upon default.
  - 9.2.1. Immediate cancellation of the Contract.
  - 9.2.2. Immediate cancellation of one or more release orders issued under this Contract.
  - 9.2.3. Any other remedies available in law or equity.
- 10. MISCELLANEOUS:
  - 10.1 **No Substitutions:** Vendor shall supply only Contract Items 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 Items 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:** Carol Phillips

**Telephone Number:** 304-296-2562 (office) 304-376-9582 (Mobile)

**Fax Number:** 304-296-8739

**Email Address:** cphillips@triadeng.com

**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.

  
 \_\_\_\_\_  
 (Name, Title)  
 Carol Phillips, Senior Environmental Scientist

\_\_\_\_\_  
 (Printed Name and Title)  
 1097 Chaplin Road; Morgantown, WV 26501

\_\_\_\_\_  
 (Address)  
 304-296-2562 / 304-296-8739

\_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 cphillips@triadeng.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.

Triad Engineering, Inc.

\_\_\_\_\_  
 (Company)  
 Environmental Manager

\_\_\_\_\_  
 (Authorized Signature) (Representative Name, Title)

Heather Metz, Environmental Manager  
 \_\_\_\_\_  
 (Printed Name and Title of Authorized Representative)

5/18/2020  
 \_\_\_\_\_  
 (Date)

304-296-2562 / 304-296-8739  
 \_\_\_\_\_  
 (Phone Number) (Fax Number)