



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
DEP13952

PAGE
1

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

SUPERIOR

T  
 D. L. Morgan Jr. Inc.  
 PO Box 1140  
 Inwood, WV 25428

GET IT TO GO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

RECEIVED NOV 19 2007

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/14/2007				
BID OPENING DATE: 11/27/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				***** ADDENDUM NO. 1 *****		
				ADDENDUM ISSUED FOR THE LANDFILL ACCESS AND WELL ROAD MAINTENANCE RFQ AS A RESULT OF THE MANDATORY PRE-BID OF 10/25/2007.		
				ATTACHED ARE THE PRE-BID SIGN-IN SHEETS AND THE LOCATION INFORMATION AS DISTRIBUTED AT THE MEETING.		
				<del>THE FOLLOWING QUESTIONS/ANSWERS AS POSED AT THAT MEETING ARE ALSO ADDRESSED.</del>		
				1. WHAT IS THE MINIMUM AMOUNT OF STONE TO BE DELIVERED? * TWENTY (20) TONS *		
				2. PER THE BID SHEETS, PLEASE CLARIFY THE DIMENSION TO BE USED FOR ITEM NO.2 - GRADE ROADWAYS WITHOUT ROCK. * THE UNIT PRICE SHOULD REFLECT DOLLAR AMOUNT PER LINEAL FOOT (\$/LNFT) *		
				THE BID OPENING DATE AND TIME HAVE BEEN DELAYED FROM 11/20/07 TO 11/27/07 AT 1:30 PM.		
				***** NO OTHER CHANGES *****		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE 304-229-1771	DATE 11/21/07	
TITLE President	FEIN 52-1404982	ADDRESS CHANGES TO BE NOTED ABOVE	

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

RFQ NUMBER:  
 DEP13952

PAGE:  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

**D.L. MORGAN JR. INC.**  
**P.O. BOX 1140**  
**INWOOD, WV 25428**

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				
BID OPENING DATE: 11/20/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-76		
STREET RECONSTRUCTION						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, SEEKS BIDS TO PROVIDE LANDFILL ACCESS AND WELL ROAD MAINTENANCE AT TWENTY-NINE (29) FACILITIES MANAGED WITHIN THE LANDFILL CLOSURE ASSISTANCE PROGRAM (LCAP) IN WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, ATTACHMENT "A", BID REQUIREMENTS, TERMS &amp; CONDITIONS, AND THE BID SCHEDULES AS ATTACHED.</p> <p>A MANDATORY PRE-BID MEETING IS SCHEDULED FOR THURSDAY, 10/25/2007 AT 10:00 AM AT DEP HEADQUARTERS AT 601 57TH STREET, CHARLESTON, WV 25304. (304.926.0499) FAILURE TO ATTEND THIS MANDATORY MEETING WILL RESULT IN BID DISQUALIFICATION.</p> <p>EXHIBIT 3</p> <p>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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-229-1771	11/21/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	52-1404982	

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

RFQ NUMBER  
 DEP13952

PAGE  
 2

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

PURCHASING

**D.L. MORGAN JR. INC.**  
**P.O. BOX 1140**  
**INWOOD, WV 25428**

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				
BID OPENING DATE: 11/20/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>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.</p> <p>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.</p> <p>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.)</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-229-1771	DATE 11/21/07
TITLE President	FEIN 52-1404982	ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ NUMBER:  
 DEP13952

PAGE:  
 3

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

**D.L. MORGAN JR. INC.**  
**P.O. BOX 1140**  
**INWOOD, WV 25428**

SHIP TO

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				

BID OPENING DATE: 11/20/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR THE COUNTIES HEREIN, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>SUCCESSFUL VENDOR IS TO ALSO CARRY COMPREHENSIVE VEHICLE LIABILITY INSURANCE IN AN AMOUNT OF NO LESS THAN \$250,000.00 FPR BODILY INJURY AND PROPERTY DAMAGE FOR EACH OCCURRENCE AND NOT LESS THAN \$250,000. AGGREGATE.</p> <p>LIQUIDATED DAMAGES: ACCORDING TO STATE CODE 5A-3-4(8), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE OF THE CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND SHALL NOT LIMIT THE STATE OR DEP'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY FOR ACTION INCLUDING FURTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-229-1771	11/21/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	52-1404982	

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

RFQ NUMBER:  
 DEP13952

PAGE:  
 5

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**D.L. MORGAN JR. INC.**  
**P.O. BOX 1140**  
**INWOOD, WV 25428**

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				
BID OPENING DATE: 11/20/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ✓ Dated 11/14/2007</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:

TITLE: President

TELEPHONE: 304-229-1771

DATE: 11/21/07

FFIN: 52140 4982

ADDRESS CHANGES TO BE NOTED ABOVE

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

RFQ NUMBER:  
 DEP13952

PAGE:  
 6

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**D.L. MORGAN JR. INC.**  
**P.O. BOX 1140**  
**INWOOD, WV 25428**

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED: 10/01/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 11/20/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>..... SIGNATURE</p> <p><i>D.L. MORGAN JR INC.</i> ..... COMPANY</p> <p><i>11/21/07</i> ..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .. <i>D.L. MORGAN JR INC</i> .....</p> <p>CONTRACTORS LICENSE NO.: <i>W.V. 00 1195</i> .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-229-1731	DATE 11/21/07	
TITLE Presi <i>[Signature]</i>	FEIN 52-1404982	ADDRESS CHANGES TO BE NOTED ABOVE	

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

RFQ NUMBER:  
 DEP13952

PAGE:  
 7

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**D.L. MORGAN JR. INC.**  
**P.O. BOX 1140**  
**INWOOD, WV 25428**

ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				
BID OPENING DATE: 11/20/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>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.</p> <p>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.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-229-1971	11/21/07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	52-1404982	

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





**REQUEST FOR QUOTES**

**DEP13952**

**WEST VIRGINIA DEPARTMENT  
of  
ENVIRONMENTAL PROTECTION**

***OFFICE OF ENVIRONMENTAL REMEDIATION***

***Landfill Closure Assistance Program***

**Road Upgrading and Maintenance**

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 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 Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a 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

Purchase Requisition  
Type of Purchase  
Landfill Access and Well Road Maintenance

To provide landfill access and well road maintenance at 29 facilities managed within the Landfill Closure Assistance Program (LCAP) in West Virginia. Please see attached specifications.

**General Conditions:** A mandatory Pre-bid Conference will be held at the WVDEP, Office of Environmental Remediation located at 601 - 57th Street, SE, Charleston, WV 25304, on Thursday, 10/25/2007 at 10:00 am.

The contractor shall be responsible for locking the facilities while no one is present. The contractor shall be provided a key to the commonly keyed locks installed by WV DEP.

This contract shall provide for all labor, materials, transportation, tools, equipment, supplies, and incidentals to: 1) stone / upgrade existing access or well roads with #57 or "Crusher Run" stone as directed by the LCAP Project Manager, and/or 2) grade roadways including diversion ditches without placing stone. The contractor shall provide equipment suitable to the WV DEP for performing the work. Any modifications shall be requested in writing and shall be approved or disapproved in writing by the WV DEP LCAP Program Manager. **This contract reflects current and all future anticipated needs at the facilities listed in Attachment A.**

**Contractors License**

West Virginia State Code 21-11-2 requires that all persons desiring to perform contracting work in this state must be licensed. The West Virginia Contractors Licensing Board is empowered to issue the Contractors License. Applications for a Contractors License may be made by contacting the West Virginia Division of Labor, Capitol Complex, Building 3, Room 319, Charleston, WV 25305 Telephone: (304) 558-7890.

**Maintaining access:** The WV DEP will be responsible for maintaining access to all areas necessary for completion of the contract. The contractor will report excessive deterioration to landfill caps and access roads and other damages if encountered, to allow for repair to be scheduled and completed in a timely manner.

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

**The Contractor Shall Maintain Insurance as Follows:**

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$250,000.00 for bodily injury and property damage for each occurrence and not less than \$250,000.00 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 vendor / subcontractors shall pay the higher of the U.S. Department of Labor Davis-Bacon Act or the WV Prevailing wage rate as established for various counties pursuant to West Virginia Code 21-5A, Et, Seq. and 42CSR7 Rules & Regulations for the WV Prevailing Wage Act. For prevailing wage rates please refer to <http://www.wvsos.org/adlaw/wagerates/building05.htm>

**Method of measurement:** Road grading shall be measured as “per foot” and stone / upgrading as “per ton”, cost including all labor, grading of stone, equipment, materials, transportation, and incidentals to obtain results satisfactory to the DEP.

**Method of payment:** Invoices may be submitted upon completion of each site or a combination of two or more sites. Invoices must be submitted to the regional office listed below.

Region One

West Virginia Department of Environmental Protection  
Division of Land Restoration, LCAP  
2031 Pleasant Valley Road  
Fairmont, WV 26554  
Attn: Paul Benedum  
Phone: (304) 368-3950

Region Two

West Virginia Department of Environmental Protection  
Division of Land Restoration, LCAP  
717 Main Street, Suite 200  
Summersville, WV 26651  
Attn: Mark Church  
Phone: (304) 872-3800

Region Three

West Virginia Department of Environmental Protection  
Division of Land Restoration, LCAP  
717 Main Street, Suite 200  
Summersville, WV 26651  
Attn: Clyde Bennett  
Phone: (304) 872-3800

RFQ# DEP13952  
Bid Sheet  
Department of Environmental Protection  
Office of Environmental Remediation  
Landfill Closure Assistance Program

~~Landfill Road Maintenance Region One~~

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Stone / Upgrade access or well road (\$/Ton)	600 \$ _____ / ton	\$ _____
0002	Grade roadways without rock (\$/Ft)	37,100 \$ _____ / foot	\$ _____

Total Project Cost = \$ \_\_\_\_\_

Company Name NO BID

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Address: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

RFQ# DEP13952  
Bid Sheet  
Department of Environmental Protection  
Office of Environmental Remediation  
Landfill Closure Assistance Program

Landfill Road Maintenance Region Two

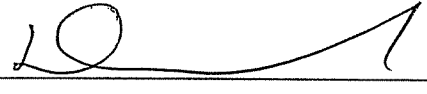
<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Stone / Upgrade access or well road (\$/Ton) 1,000	\$ <u>48.00</u> / ton	\$ <u>48,000.00</u>
0002	Grade roadways without rock (\$/Ft) 37,560	\$ <u>2.75</u> / foot	\$ <u>103,290.00</u>

Total Project Cost = \$ 151,290.00

Company Name D. L. MORAN JR INC

Address: PO Box 1140 INWOOD, WV 25428

Name (printed) D. L. MORAN JR. Title President

Signature  Date 11/21/07



**RFQ# DEP13952**  
**Bid Sheet**  
Department of Environmental Protection  
Office of Environmental Remediation  
Landfill Closure Assistance Program

~~Landfill Road Maintenance Region Three~~

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Stone / Upgrade access or well road (\$/Ton) 700	\$ _____ / ton	\$ _____
0002	Grade roadways without rock (\$/Ft) 29,600	\$ _____ / foot	\$ _____

**Total Project Cost =** \$ \_\_\_\_\_

Company Name NO BID

Address: \_\_\_\_\_

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**RFQ# DEP13952**  
**Attachment A**

Listed below are the LCAP facilities and approximate footages to be maintained.

<u>Region One Includes:</u>	<u>Estimated Existing Footage</u>
1. Big Bear Lake Landfill	4100'
2. City of Buckhannon Landfill	1800'
3. City of Clarksburg Landfill	3000'
4. City of Kingwood Landfill	6900'
5. Marion County Landfill	7000'
6. Monongalia County Landfill	2500'
7. City of Morgantown Landfill	2800'
8. City of Moundsville Landfill	2000'
9. Preston County / Rehe Landfill	4500'
10. <u>City of Wheeling Landfill</u>	<u>2500'</u>
Approximate Total Footage	37,100'

<u>Region Two Includes:</u>	<u>Estimated Existing Footage</u>
1) Berkeley County Landfill	5800'
2) Capon Springs Landfill	1260'
3) Fayette County Landfill	5500'
4) Grant County / Petersburg Landfill	2500'
5) Hampshire County Landfill	2500'
6) Jefferson County Landfill	3500'
7) McDowell County Landfill	4800'
8) Midwest Landfill	5000'
9) City of Montgomery Landfill	2500'
10) Morgan County Landfill	3600'
11) <u>Wyoming County landfill</u>	<u>600'</u>
Approximate Total Footage	37,560'

**RFQ# DEP13952**  
**Attachment A Continued**

<u>Region Three Includes:</u>	<u>Estimated Existing Footage</u>
1) Central WV Refuse Landfill	5100'
2) Don's Disposal Landfill	4100'
3) ERO Landfill	6500'
4) Fleming Landfill	1400'
5) Jackson County Landfill	3000'
6) Kanawha Western Landfill	2400'
7) Mingo County Landfill	3100'
8) Pine Creek / Omar Landfill	2000'
9) City of South Charleston Landfill	2000'
Approximate Total Footage	29,600'

STATE OF WEST VIRGINIA  
Purchasing Division**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 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:** 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](http://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: D. L. MORGAN JR INC.Authorized Signature: Date: 11/21/07