



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

State of West Virginia  
 Request for Quotation

—

Proc Folder: 67738

Doc Description: ADDENDUM NO. 1 CLOSURE & SITE RESTORATION OF STORAGE TANKS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-12	2015-02-19 13:30:00	CRFQ 0506 HHR1500000004	2

**BID RECEIVING LOCATION**

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

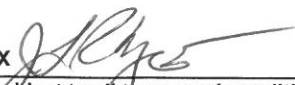
**VENDOR**

Vendor Name, Address and Telephone Number:  
 ENVIROCHECK OF VA, INC  
 375 MOUNTAIN LANE  
 TAZEWELL, VA 24651  
 276-701-3093

02/18/15 10:40:05  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Gregory Clay  
 (304) 558-2566  
 gregory.c.clay@wv.gov

Signature X  FEIN # 20-4398977 DATE 2/16/15

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

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR		PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR	
BECKLEY	WV25801	BECKLEY	WV 25801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Closure and site restoration of 2 underground storage tanks	1	1	\$800. <sup>00</sup>	\$,800. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
71140000			

**Extended Description :**

Closure and site restoration of 2 underground storage tanks, excavate, vapor-free, remove, transport, make free of hazardous material, clean and dispose of, backfill site.

- ASSUMPTION THAT BOTH TANKS CAN BE REMOVED. UNDERGROUND UTILITIES BUILDING DONT PROHIBIT REMOVAL
- SHORING/BRACING IS NOT REQUIRED
- SIZES ARE AS STATED
- CONTAMINATION (PIT WATER/SOILS) REQUIRING DISPOSAL IS NOT INCLUDED.
- ROAD REPLACEMENT IS NOT INCLUDED

HHR1500000004	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM NO. 1 CLOSURE & SITE RESTORATION OF STORAGE TANKS	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:** HHR1500000004

**Addendum Number:** 1

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ] Modify bid opening date and time
- ] Modify specifications of product or service being sought
- ] Attachment of vendor questions and responses
- ] Attachment of pre-bid sign-in sheet
- ] Correction of error
- ] Other

**Description of Modification to Solicitation:**

ADDENDUM NO. 1

- 1) TO PROVIDE A COPY OF THE PRE-BID MEETING SIGN-IN SHEET FOR THE ABOVE SOLICITATION.
- 2) TO PROVIDE CLARIFICATION OF TECHNICAL QUESTIONS SUBMITTED. SUMMARY PAGES ARE ATTACHED.
- 3) TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



# ATTACHMENT A

Request for Proposal No. **CRFQ HHR150000004**  
 Quotation

**SIGN IN SHEET**

PLEASE PRINT

Page 1 of 2

Date: 02/04/2015

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Lynch Construction Co INC.</u> Rep: <u>Greg Byers</u> Email Address: <u>john@lynchconstruction.net</u>	<u>He 70 Box 18T</u> <u>White Sulphur Springs WV</u> <u>24986</u>	PHONE <u>304-536-1890</u> TOLL FREE FAX <u>304-536-9156</u>
Company: <u>Enviro Probe Integrated Sol.</u> Rep: <u>Ben Greene</u> Email Address: <u>bcgreene@enviroprobeinc.com</u>	<u>630 Cross Lanes Dr.</u> <u>N.tro, WV 25143</u>	PHONE <u>304 776-6717</u> TOLL FREE FAX
Company: <u>ENVIROCHECK OF VIRGINIA</u> Rep: <u>JODY HAWKS</u> Email Address: <u>jody@e2c.ofvirginia.com</u>	<u>120 LOVELANE ST.</u> <u>BLUEFIELD, VA 24605</u>	PHONE <u>276-322-1323</u> TOLL FREE FAX
Company: <u>DCI/Shires</u> Rep: <u>Rob Braun</u> Email Address: <u>Robert Dedo@DCIshires.com</u>	<u>PO Box 1259</u> <u>Bluefield, WV 24701</u>	PHONE <u>304-323-1996</u> TOLL FREE FAX <u>304-323-3037</u>
Company: <u>TRIAD ENG.</u> Rep: <u>DONE RYAN</u> Email Address: <u>dryan@triadeng.com</u>	<u>10501 TRAVIS VALLEY RD</u> <u>SCOTT DEPOT, WV</u> <u>25660</u>	PHONE <u>304-755-0721</u> TOLL FREE FAX

REC'D DHR PURCH FEB 06 2015 10:43 AM

SIGN IN SHEET

Request for Proposal No. HHR 15 00000004

PLEASE PRINT

Date: 2/4/15

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Aspen Corp.</u>	<u>2406 Ritter Dr.</u>	PHONE <u>304-763-4573</u>
Rep: <u>Joey Underwood</u>	<u>Daniels, WV 25852</u>	TOLL FREE
Email Address: <u>junderwood@aspen-landscaping.com</u>		FAX <u>304-763-4591</u>
Company: <u>KEMRON ENVIRONMENTAL SERVICES</u>	<del>108 CRADDOCK WAY</del>	PHONE <u>(304) 755-0999</u>
Rep: <u>TERRY WILFONG</u>	<u>108 CRADDOCK WAY, SUITE 5</u>	TOLL FREE
Email Address: <u>twilfong@kemron.com</u>	<u>POCA, WV 25159</u>	FAX <u>(304) 755-0990</u>
Company: _____	_____	PHONE
Rep: _____	_____	TOLL
Email Address: _____	_____	FREE
Company: _____	_____	FAX
Rep: _____	_____	PHONE
Email Address: _____	_____	TOLL
Company: _____	_____	FREE
Rep: _____	_____	FAX
Email Address: _____	_____	PHONE
Company: _____	_____	TOLL
Rep: _____	_____	FREE
Email Address: _____	_____	FAX

1. In regards to the removal of contaminated soil, Is there a determined square yardage amount to be used as a basis for estimating?

This project is specific to the removal of the two tanks indicated in the Request for Quotation CRFQ 0506 HHR1500000004. Any remediation of possible contaminated soil in the surrounding area will be evaluated at the time of tank removal and shall be handled in the form of a change order if possible.

2. Can you provide the size of the USTs, tank contents, how much product is in each tank (if any), the tank composition, how many dispensers are included, the distance between the tank basin and the dispensers, and the groundcover of the UST basin and dispenser area (i.e. asphalt, concrete, stone). Additionally, can you provide me the address that the closure will take place? If possible, could you let me know of any additional stipulations there may be regarding the closure and restoration.

One estimated 6,000 gallon diesel fuel tank near the former steam plant building of unknown composition; dispensers, distances between tank basin and dispensers as well as groundcover is unknown.

One estimated 1,000 gallon diesel fuel tank located behind the dietary area is of unknown composition; dispensers, distances between tank basin and dispensers as well as groundcover is unknown.

The 1,000 gallon tank is approximately ½ full, the 6,000 gallon tank is unknown.

Closure (bid award) will take place February 19, 2015 at 1:30 PM at:

The Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

3. Is there a pre-bid sign-in sheet from the meeting that took place on February 4, 2015 ? If so, may I obtain a copy?

Pre-bid sign-in sheet is included with this addendum.

4. If known, what is the material of underground storage tank (UST) construction?

Tank construction is unknown; this includes dimensions, and type of material used in construction

5. Can product piping be capped at UST excavation or does it need removed back to generator/former boiler house?

Product piping should be removed back to the exterior wall of the boiler house /generator.

6. What is the estimated length of product piping back to generator/former boiler house?

Approximately 20-50 feet.

7. How much product is present within each tank?

The 1,000 gallon tank is approximately ½ full, the 6,000 gallon tank is unknown.

8. What is the preferred backfill material for the UST excavation?

Backfill shall be of earthen material and reasonably free from organic material such as vegetation. All material used shall be no larger than 3" in diameter and unfrozen. Non contaminated soil from the excavation site may be used.

9. Are there any compaction requirements for the backfilled area?

Area of tank removal shall be compacted to obtain a minimum density equal to that of the surrounding ground.

10. If encountered, can we assume that the total volume of impacted soil that will be excavated for off-site disposal will be calculated in accordance with West Virginia Department of Environmental Protection, Office of Environmental Remediation protocol?

Yes.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: HHR1500000004**

**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 type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input 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.

ENVIROCHECK OF VA, INC  
Company

  
Authorized Signature

2/16/15  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

REQUEST FOR QUOTATION  
Closure of Two Underground Storage Tanks  
CRFQ 0506 HHR150000004

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources to establish a contract for the closure of two underground storage tanks and at Jackie Withrow Hospital including site restoration.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Services”** means all labor, materials and equipment necessary to safely and properly remove, dispose, and site restoration of two (2) underground storage tanks as more fully described in these specifications.
  - 2.2 **“Pricing Page”** means the pages contained in wvOASIS or attached upon which Vendor should list its proposed price for the Contract Services.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1. Employees and employees of Subcontractors to be used on this job must have all the training and certification required by law or proof of such training/licensing/certificates for all employees and employees of Subcontractors. This documentation must be submitted prior to contract award.
  
4. **MANDATORY REQUIREMENTS:**
  - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
    - 4.1.1 Removal, dispose, and site restoration of two (2) underground storage tanks as to specifications listed.

**REQUEST FOR QUOTATION**  
**Closure of Two Underground Storage Tanks**  
**CRFQ 0506 HHR150000004**

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**4.1.1.1** One (1) estimated 6,000 gallon Fuel Oil Tank, near the former Steam Plant Bldg. at Jackie Withrow Hospital at 105 East Eisenhower Drive, Beckley, WV.

**4.1.1.2** One (1) estimated 1,000 gallon Fuel Oil Tank behind the dietary area at Jackie Withrow Hospital at 105 East Eisenhower Drive, Beckley, WV.

**4.1.2** Contractor shall abide by all Local, State and Federal Codes during the removal and disposal process. Included below is the link to WVDEP UST Leaking Tank Program page. Additional documents are attached.  
<http://www.dep.wv.gov/dlr/oer/lustmain/Pages/default.aspx>

**4.1.2.1** Failure by the contractor to become familiar with available information will not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of accomplishing the work.

**4.1.1.2** Should a Contractor find discrepancies in the scope of work and/or specifications or should the Contractor be in doubt as to the meaning or intent of any part thereof, the Contractor shall, no later than 5 business days prior to the bid opening, request clarification. This includes any perceived conflict between this contract and any Federal, State or Local law or regulation. Failure to resolve such discrepancies on the part of the Contractor waives any claim the Contractor may have for additional expenses made necessary by reason of later interpretation of the contract documents.

- 4.1.3** Contractor shall be responsible for:
- 1) Safely and properly excavate, vapor-free, removal and transport for underground storage fuel oil tanks.
  - 2) Excavating, grade, backfill, seed and repair site.
  - 3) Obtaining all permits and licenses.
  - 4) Making all notifications.
  - 5) Paying all fees including but not limited to permits, certifications and disposal fees.



REQUEST FOR QUOTATION  
Closure of Two Underground Storage Tanks  
CRFQ 0506 HHR150000004

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- 6) Disposal and disposal charges of the tank, tank liquids, tank residue, piping, tank cleaning, residue and petroleum contaminated soil excavated from the site.
- 7) Service charges.
- 8) Testing fees for analysis of tank liquids, tank residues, soil and ground water.
- 9) A Class B certificate holder must be on-site during all phases of the contract.
- 10) Taking all precautions to protect the condition of existing elements not affected by the scope of work from damage.
- 11) Keep area of construction clean and free from debris during construction.

**4.1.3.1** Contractor shall provide a minimum of one week advance notice to the local WVDEP/LUST field inspector before beginning the removal.

**4.1.3.2** Contractor shall commence with the written Notice to Proceed and complete work within 60 calendar days. Completion shall be defined as occurring when all work is complete in accordance with the Contract Documents, including final inspection to be conducted by Kristopher Wilcoxon, end of project submissions, and cleanup.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page on VSS or submit a paper bid by providing pricing for the total cost of contract services for both tanks. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already

REQUEST FOR QUOTATION  
Closure of Two Underground Storage Tanks  
CRFQ 0506 HHR150000004

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included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. **PAYMENT:** Agency shall pay lump sum, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
  
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
Closure of Two Underground Storage Tanks  
CRFQ 0506 HHR1500000004

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**10. VENDOR DEFAULT:**

**10.1.** The following shall be considered a vendor default under this Contract.

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

**10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4.** Failure to remedy deficient performance upon request.

**10.2.** The following remedies shall be available to Agency upon default.

**10.2.1.** Immediate cancellation of the Contract.

**10.2.2.** Immediate Cancellation of one or more release orders issued under this Contract.

**10.2.3.** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1. 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:** JL Rhody IV  
**Telephone Number:** 276-701-3093  
**Fax Number:** 276-322-1325  
**Email Address:** JL@ERC OF VIRGINIA.COM

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

Jackie Withrow Hospital  
105 East Eisenhower Drive  
Beckley, WV 25801  
Jackie Withrow Conference Room  
February 4, 2015 at 1 PM

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 9, 2015 at 5:00 PM

Submit Questions to: Greg Clay  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Gregory.C.Clay@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:** Storage Tank Restoration (Jackie Withrow Hospital)

**BUYER:** Greg Clay

**SOLICITATION NO.:** CRFQ 0508 HHR1500000004

**BID OPENING DATE:** February 19, 2015

**BID OPENING TIME:** 1:30 PM

**FAX NUMBER:** (304) 558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: February 19, 2015 at 1:30 PM  
Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.



## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within sixty (60) calendar days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00  
\_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

WV Contractor's License

Class B Certificate from West Virginia Underground Storage Tank section of

EPA, DOT, OSHA and WV DEP training/certification for contractor's, subcontractor's and their employees

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$100.00 per calendar day for each day beyond completion date.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with



prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. CONFIDENTIALITY:** The Vendor agrees that it 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.



**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: ENVIROCHECK OF VA, INC

Contractor's License No. WV041258

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the



public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

a. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

ENVIROCHECK OF VA, INC  
(Company)

Jacob J Rudy III  
(Authorized Signature) (Representative Name, Title)

276-701-3093 / 276-222-1325      2/15/16  
(Phone Number) (Fax Number) (Date)



**BID BOND PREPARATION INSTRUCTIONS**

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D) \_\_\_\_\_ (E) as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G) \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for \_\_\_\_\_ (M)

**NOW THEREFORE**

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P)

Principal Seal \_\_\_\_\_ (R)  
(Name of Principal) \_\_\_\_\_ (Q)

By \_\_\_\_\_ (S)  
(Must be President, Vice President, or Duly Authorized Agent)

\_\_\_\_\_ (T)  
Title

\_\_\_\_\_ (V)  
(Name of Surety)

\_\_\_\_\_ (W)  
Attorney-in-Fact

*Handwritten:* Paid a Cashier check

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

*Paid w/ Cashiers Check*

Agency \_\_\_\_\_  
REQ.P.O.# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President, Vice President, or  
Duly Authorized Agent)

\_\_\_\_\_  
(Title)

Surety Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: CRFQ HHR1500000004

Contract Purpose: REMOVAL OF 2 USTS

Agency Requesting Work: PURCHASING DIVISION

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- 3 Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: ENVIROCHECK OF VA, INC

Vendor Telephone: 276-701-3093

Vendor Address: 375 MOUNTAIN LANE  
TAZEWELL, VA 24651

Vendor Fax: 276-322-1825



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,  
COUNTY OF TAZEWELL, TO-WIT:

I, JACOB L RUDY III, after being first duly sworn, depose and state as follows:

1. I am an employee of ENVIROCHECK OF VA, INC; and,  
(Company Name)
2. I do hereby attest that ENVIROCHECK OF VA, INC  
(Company Name)

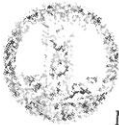
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

By: Jacob L Rudy III  
 Title: OPERATIONS MANAGER  
 Company Name: ENVIROCHECK OF VA, INC  
 Date: 2/16/15

Taken, subscribed and sworn to before me this 17 day of February, 2015.  
By Commission expires Oct 31, 2017

(Seal)



**Gabrielle Hene Dobson**  
COMM.#7566456  
Notary Public  
Commonwealth of Virginia  
My comm. expires Oct 31, 2017

Gabrielle I. Dobson  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV041258

**Classification:**

SPECIALTY  
STORAGE TANK REMOVAL  
DEMOLITION

ENVIROCHECK LLC  
DBA ENVIROCHECK OF VIRGINIA LLC  
375 MOUNTAIN LANE  
TAZWELL, VA 24651

**Date Issued**

AUGUST 24, 2014

**Expiration Date**

AUGUST 24, 2015

\_\_\_\_\_  
Authorized Company Signature

*Michael A. Carl*

\_\_\_\_\_  
Chair, West Virginia Contractor  
Licensing Board



**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.





**Workers Compensation and Employers  
Liability Insurance Policy**

**BrickStreet Mutual Insurance Company**  
A Mutual Company

Policy Number	Policy Period	
	From	To
WCB1007851	08/08/2014	08/08/2015 (12:01 AM at the insured location)

Information Page		Renewal/Rewrite of Policy Number	
		WCB1007851	
<b>1. Named Insured and Address</b>		<b>Agency Information</b>	
Envirocheck LLC Envirocheck Of Virginia 375 Mountain Lane Tazewell, VA 24651		109003 BrickStreet Direct 400 Quarrier St. Charleston, WV 25301	
Carrier No.	FEIN	Risk ID	Entity Type
15762	20-4398977		Corporation

Additional Workplaces not shown above:  
Refer to Schedule of Locations Endorsement WC 99 06 02 (07-09)

- The Policy Period is from 08/08/2014 to 08/08/2015 12:01am Standard Time at the insured's mailing address.
- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: WV  
B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under part Two are:

Bodily Injury by Accident:	\$1,000,000.00	Each Accident
Bodily Injury by Disease:	\$1,000,000.00	Policy Limit
Bodily Injury by Disease:	\$1,000,000.00	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except North Dakota, Ohio, Washington, Wyoming, Puerto Rico, and the U.S. Virgin Islands, and states designated in Item 3.A. of the Information Page.

D. This policy includes these endorsements and schedules: SEE ATTACHED SCHEDULE

- The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All Information required below is subject to verification and change by audit.

SEE ATTACHED CLASSIFICATIONS OF OPERATIONS

Minimum Premium: \$1,425.00	Total Estimated Annual Premium:	\$5,991.00
	Premium Discount:	
	Expense Constant:	\$175.00
	Deposit Premium:	\$1,689.00

Issue Date: 08/07/2014  
Issuing Office: Charleston, WV

WC 00 00 01 A (07-09)



# WV DEP CLASS B LIST 2/16/15

licensee_name	license_no	license_address	address_street_line1	address_street_line2	state_code	county_name	city_name	zip	zip4	co_name	co_phone
ANDERSON, JACK L	8554	12/31/2016 000	432 32ND STREET		PA	UNKNOVN	MC KESSPORT				
ASHLEY, TIMOTHY	AB815	12/31/2016 000	PO BOX 1239		PA	GREENTWP	SOUTH SHORE	25122		NA WEAVER TOWN TRANSPORT LEASING INC	(800) 746 4850
BALLARD, KEVIN NICHOLAS	AB866	12/31/2016 000	PO BOX 1239		PA	UNKNOVN	MC KESSPORT	25122		NA RIVER CITY BUILDERS	(606) 796 2991
BANDOP, CHARLES KENT	AB187	12/31/2016 000	HC 65 BOX 10A		WV	SUMMERS	PICESTEM	41175		NA R T ROGERS OIL CO INC	(304) 466 1733
BARNETT, LARRY WAYNE	AB188	12/31/2016 000	PO BOX 133		WV	FAYETTE	LOOCHOUT	25979		NA BANDY'S INC	(304) 514 2509
BARNETT, WILLIAM A	AB053	12/31/2016 000	9902 SENECA TRAIL		WV	FAYETTE	LOOCHMELL	25864		NA BANDY'S INC	(304) 514 2509
BELL, JEFFREY A	AB092	12/31/2016 000	354 HIGH STREET		WV	POCAHONTAS	WILLSBORO	25866		NA BANDY'S INC	(304) 241 4615
BESS, TIMOTHY R	AB375	12/31/2016 000	PO BOX 543		PA	UNKNOVN	WOODLAND	24946		NA BOGGER BROTHERS INC	(814) 944 4059
BIRCHARD, DAVID JAMES	8211	12/31/2016 000	24915 RIDGE ROAD		WV	KANAWHA	GLASSBORO	14881		NA BOGGER BROTHERS INC	(304) 744 2427
BLANK, CHARLES P III	AS545	12/31/2016 000	712 11TH STREET		PA	CRAWFORD	CAMBOIDGE SPRINGS	25086		NA BOGGER BROTHERS INC	(814) 944 4059
BLANK, WILLES S	AB347	12/31/2016 000	1102 BIG SHANNON RUN RD		PA	UNKNOVN	DUNCANSVILLE	16639		NA BOGGER BROTHERS INC	(814) 944 4059
BRANDENSTEIN, WILLIAM R	AB833	12/31/2016 000	397 ASPEN STREET		PA	GREENE	MOYNT ADMIRES	16635		NA BOGGER BROTHERS INC	(814) 944 4059
BONKAR, ADAM	AB821	12/31/2016 000	4910 ONE DRIVE		WV	WOOD	PARKERSBURG	25149		NA BROCK OIL COMPANY	(304) 744 2427
BRANDENSTEIN, WILLIAM R	AB833	12/31/2016 000	397 ASPEN STREET		PA	UNKNOVN	DUNCANSVILLE	16639		NA BROCK OIL COMPANY	(304) 744 2427
CADE, CHRIS	AB751	12/31/2016 000	747 N MEADOWCROFT AVE		IN	UNKNOVN	FOH WALES	28011		NA J C BOSLEY CONSTRUCTION INC	260 489 0019
CARAUGH, JAMES JR	AB800	12/31/2016 000	1057 WASHINGTON STREET WEST		PA	UNKNOVN	PITTSBURGH	46835		NA LAWRENCE BUILDING CORPORATION	(412) 651 3835
CHAEK, JABO	AB571	12/31/2016 000	100 HOLLYWOOD AVE		WV	KANAWHA	CHARLESTON	25216		111 STEEL CITY FUELING SYSTEMS INC	(304) 422 0025
CLEVENGER, MARK W	8820	12/31/2016 000	703 CHARLIE DRIVE		PA	UNKNOVN	HANDOVER	25313		NA PETROON INC	(304) 744 2427
COLETT, FRANK E	8089	12/31/2016 000	87 APPLE DRIVE		NY	LAWRENCE	HUNDEGAN	17131		NA KEMRON ENVIRONMENTAL SERVICES	717 624 2111
COVANT, MICHAELS S	AB046	12/31/2016 000	PO BOX 792		WV	BRAXTON	SUTTON	41230		NA WHEELER CLEVELAND OIL CO INC	(606) 638 4423
DEFAUD, ANDREW EVAN	8193	12/31/2016 000	37 MANES HEADCOURT		WV	MCCONNELL	WELCH	26601		NA GO HART INC	(304) 384 8000
DEFAUD, JOSEPH ALAN	8193	12/31/2016 000	PO BOX 9143		PA	UNKNOVN	BRIDGEHEAD	24801		NA H C LEWIS OIL COMPANY	(606) 638 4423
DENNIS, TERENCE N	AB092	12/31/2016 000	PO BOX 9012		WV	MARION	MONTGOMAH	24502		NA W.E.L. INC	(304) 334 3130
DITMER, LO LEE	8683	12/31/2016 000	798 CAPE LANE	HOUBERT RD	WV	MARION	FARMING	26555		NA JOE DEVAUDO OIL CO	(304) 534 3170
DRAKE, TIMOTHY R	8659	12/31/2016 000	73 IVYWOOD DR		OH	UNKNOVN	SOUTH CHARLESTON	25550		NA CITY ICE AND FULL COMPANY OF POINT PLEASANT	(304) 675 1700
FRON, ROBERT E	8435	12/31/2016 000	490 OLD MILL RD		WV	HANSHORN	SPRINGTON	45368		NA KELLAMIE CONSTRUCTION SERVICES	(937) 641 2250
FOOK, WILMER SCOTT	AB251	12/31/2016 000	1407 OLD MILL RD		UNKNOVN	PA	RYAN ENVIRONMENTAL SERVICES INC	26431		NA KELLAMIE CONSTRUCTION SERVICES	(304) 842 5578
FORD, MATTHEW	8840	12/31/2016 000	130 GEORGE STREET		OH	UNKNOVN	BERLIN	15530		NA BOGGER BROTHERS INC	(814) 944 4059
FONK, SCOTT A	AB147	12/31/2016 000	5243 OLD ST MARYS PKYE		WV	GRIENBRIER	WILLSBURG	15530		NA BOGGER BROTHERS INC	(814) 944 4059
FOSTER, BENT ALLEN	8886	12/31/2016 000	4880 LEAYS VALLEY RD		WV	WOOD	PARKERSBURG	25159		NA BOGGER BROTHERS INC	(814) 944 4059
GEBHARD, CURTIS L	8811	12/31/2016 000	108 CHADDOCK WAY STE 5		WV	PUTNAM	SCOTT DEPOT	26104		NA J C BOSLEY CONSTRUCTION INC	(814) 282 0025
GOLDEN, BILL G	AB475	12/31/2016 000	77 LITTLEHOUSE DR		WV	PUTNAM	POCA	25560		NA J C BOSLEY CONSTRUCTION INC	(814) 282 0025
HADICK, MICHAEL E	AB063	12/31/2016 000	212 BELLEVUE AVE		WV	BRANT	PIECEBODING	25159		NA KEMRON ENVIRONMENTAL SERVICES	304 755 0999
HARPER, JIMMIE D SR	AB063	12/31/2016 000	4127 GRAND CENTRAL AVE		WV	MARION	FARMING	26487		NA PETERSBURG OIL COMPANY	(304) 295 9257
HARRIS, JIMMIE DWIGHT H JR	8196	12/31/2016 000	3201 RIVER RD		WV	WOOD	VIENNA	26534		NA JONES & FRANK COOP	(304) 295 9257
HART, CHRISTOPHER W	AB611	12/31/2016 000	622 HUNTINGTON BLVD		WV	WOOD	RICHTON	26539		NA JIMMIE HARTER CONSTRUCTION	(304) 295 9257
HART, PHILIP	AB611	12/31/2016 000	PO BOX 1263		VA	ROANOKE CITY	ROANOKE	26487		NA JIMMIE HARTER CONSTRUCTION	(304) 295 9257
HEATER, WILLIAM JR	AB337	12/31/2016 000	1982 RIFLE RD		VA	ROANOKE CITY	COAL CITY	24012		NA FOUR STAR PETROLEUM SERVICES INC	(304) 295 9257
HEINZ, ROBERT A	8178	12/31/2016 000	PO BOX 2121		WV	BRAXTON	RIFLE	24012		NA LITTLE GENERAL STORES	(304) 295 9257
HENKLE, JOHN B	AB065	12/31/2016 000	509 CAULFIELD CEMETERY RD		WV	BRAXTON	MCKENHEAD	26159		NA JIMMIE HARTER CONSTRUCTION	(304) 295 9257
HOWELL, MATHEW ANDREW W	AB716	12/31/2016 000	3300 WHEATS VALLEY RD		WV	UPSHUR	BUCKMANNON	40391		NA M & B SERVICE	(304) 295 9257
HUFF, ANDREW W	AB580	12/31/2016 000	1020 COLONY RD 35		VA	UNKNOVN	BUFFORD	26201		NA BROCK OIL COMPANY	(304) 738 2475
KACZAN, JOHN	8630	12/31/2016 000	2913 BLAUDE RD		OH	UNKNOVN	LAWRENCE	24923		NA FOUR STAR PETROLEUM SERVICES INC	(304) 675 1700
KOSON, RANDALL K	AB343	12/31/2016 000	3846 BRAS DRIVE		WV	MILKER	BLUEFIELD	48619		NA SAM HUFF CONTRACTORS INC	(304) 738 2475
KOTZ, RAYMOND L	AB883	12/31/2016 000	231 N WALL STREET		WV	CABELL	ORA	44701		NA MARSHALL MILLER & ASSOCIATES	(724) 322 1467
LEATHERMAN, ROGER	AB572	12/31/2016 000	11 N. PINE STREET		PA	UNKNOVN	WEST NEWTON	15089		NA MORGONS PLUMBING INC	(724) 738 2475
LESTER, CHARLES	AB528	12/31/2016 000	791 ROCK HOUJS RD		PA	UNKNOVN	GETTYSBURG	15809		NA PRECISE TANK MODIFICATIONS	(724) 446 3136
MANKIEWICZ, BRIAN	AB816	12/31/2016 000	400 S ONEYMEADE DRIVE		WV	RALIGH	LESTER	17325		NA PNY INC	717 624 2111
MARTIN, JEFFERY	8811	12/31/2016 000	601 HIDDEN HOLLOW RD		VA	FREDERICK	WINCHESTER	22869		NA SCOTTIE CHASE INC	(304) 990 3639
MAUGHAN, DONALD J	AB693	12/31/2016 000	1530 GREENBURG STREET		WV	UNKNOVN	GREENUP	22802		NA THE MAKAR COMPANY LLC	(606) 922 3991
MCCLENNAN, CHYELS JR	AB000	12/31/2016 000	7 MOLLY DRIVE		PA	WESTMORLAND	WEST NEWTON	41144		NA RIVER CITY BUILDERS	(606) 922 3991
MCCOY, MIKE	8430	12/31/2016 000	1614 CRANFORD ST		WV	KANAWHA	SISSONVILLE	15089		NA PRECISE TANK MODIFICATIONS	(724) 446 3136
MILLER, MICHAEL A	AB444	12/31/2016 000	105 LAWRENCE STREET		WV	KANAWHA	CHARLESTON	25320		NA MORGONS PLUMBING INC	(724) 446 3136
MORRIS, GALEN D	AB440	12/31/2016 000	5728 LITTLEHORN DR		WV	MONTGOMERIA	MORGANTOWN	25314		NA PETROON INC	(304) 744 2427
NEFF, LUKE BURTON	AB490	12/31/2016 000	2826 RIDGE TOP COURT		VA	ROANOKE	ROANOKE	24018		NA MILLER ENVIRONMENTAL INC	(304) 422 0025
NEWLUM, CARLTON RAHAEL JC JR	AB479	12/31/2016 000	2984 WARDVILLE GRADE		VA	WINCHESTER CITY	WINCHESTER	24018		NA EMORY C COLLINS CO INC	(304) 744 2427
PACK, GARY ALLEN	8162	12/31/2016 000	HC 78 BOX 386		VA	FREDERICK	WINCHESTER	24018		NA MILLER ENVIRONMENTAL INC	(304) 422 0025
PETRY, CHAD ARON	8658	12/31/2016 000	2959 FORD RIDGE RD		WV	WOOD	PIECEBODING	25159		NA MILLER ENVIRONMENTAL INC	(304) 422 0025
PEY, RONALD L	AB686	12/31/2016 000	4434 CANAL RD		WV	MARSHALL	MOUNDSVILLE	25979		NA R T ROGERS OIL CO INC	(304) 466 1733
PIER, MICHAEL LOGGIC	AB032	12/31/2016 000	115 LIZABETH PIKE		OH	UNKNOVN	PLEASANTVILLE	26041		NA MILLER ENVIRONMENTAL INC	(304) 292 8655
PRELICH, JAMES ROBERT	AB865	12/31/2016 000	106 HOFFMAN RD		WV	WOOD	MITHRA, WILLS	41148		NA PETCO INC	(304) 489 2010
RAY, RANDY MICHAEL	AB106	12/31/2016 000	1433 GLENWOOD STREET		PA	UNKNOVN	SMITHTON	26150		NA PHO'S SERVICE CENTER	(304) 922 8085
REIC, HAZEL BRON	8107	12/31/2016 000	HR 5 BOX 2438		WV	CABELL	MILTON	15479		NA PRECISE TANK MODIFICATIONS	(724) 446 3136
RHOYD, JACOB	8754	12/31/2016 000	375 MOUNTAIN LN		PA	BLAIR	ALTOONA	22542		NA H C CURRY INC	(304) 743 4084
RICE, ROOPLY	8355	12/31/2016 000	3205 COMMERCIAL ST		VA	TAZEWELL	TAZEWELL	16601		NA BOGGER BROTHERS INC	(814) 944 4059
ROBERTSON, COLGIL	8276	12/31/2016 000	201 WOODPOINT DR		VA	MONTGOMERY	BLACKSBURG	24061		NA ENVIRONMENTAL VIRGINIA, LLC	(276) 701 3093
ROHETS, DONALD C JR	AB487	12/31/2016 000	137 LELLSWORTH AVE		VA	VA	BLUEFIELD	24060		NA SHOWN ASSOCIATES INC	(540) 951 4234
SAMTILL, RICHARD ALAN	AS663	12/31/2016 000	3110 TOWNSHIP RD 221		PA	ALLEGANY	LUGARICH	24605		NA MARSHALL MILLER & ASSOCIATES	(724) 322 1467
SINN, MATTHAN D	8794	12/31/2016 000	4228 FLESHER DR		OH	UNKNOVN	MARNO	15037		NA M&D CONSTRUCTION INC	(412) 384 6051
SKATE, GARY L	AB076	12/31/2016 000	300 ABBYWOOD LANE		OH	UNKNOVN	NORTON	43134		NA ENVIRONMENTAL MANAGEMENT SPECIALISTS	(614) 462 6273
SMITH, KENNETH M	AB180	12/31/2016 000	4186 OLD FIELDS RD		WV	KANAWHA	SISSONVILLE	44203		NA FLYNN ENVIRONMENTAL INC	(304) 984 6487
STEVENS, JEFFREY J	AB112	12/31/2016 000	99 RUSTY RUN RD		WV	HARDY	MARNO	25320		NA MCLANAHAN SERVICES INC	(304) 289 3521
STUMPS, GREGORY A	AB127	12/31/2016 000	370 DRAMN RD		WV	WOOD	WALKER	26945		NA J C BOSLEY CONSTRUCTION INC	(304) 422 0025
SVINGS, SOTEROL	8859	12/31/2016 000	8 RUTH COURT		WV	WOOD	MUNICAL WELLS	26180		NA J C BOSLEY CONSTRUCTION INC	(304) 422 0025
TOOHEY, DAVID JOHN	AB584	12/31/2016 000	985 ALLISON DR		WV	CABELL	PIECEBODING	25159		NA J C BOSLEY CONSTRUCTION INC	(304) 422 0025
UNION, DAVID PAUL	8229	12/31/2016 000	1574 ROSE HEDGE DR		OH	UNKNOVN	PIECEBODING	25159		NA BARNETT BUILDERS	(800) 281 4615
VANCE, SAMUEL LEE	AB671	12/31/2016 000	10 HANLEY ST		OH	MANNING	POLAND	43147		NA PETCO INC	(304) 422 0025
VANGILDER, KEVIN	AB180	12/31/2016 000	108 HEMLOCK TRAIL		WV	KANDOLPH	LIVENS	44014		NA D - W CONSTRUCTION INC	(740) 927 8085
WEAVER, GARY W	8640	12/31/2016 000	13880 BERLIN TURNPIKE		VA	WINCHESTER CITY	WINCHESTER	28241		NA WV DIVISION OF HIGHWAYS	(724) 881 2018
WEAVER, ROBBY WAYNE	AB011	12/31/2016 000	4177 SCHLESBURG RD		VA	LOUDOUN	LOUISVILLE	22402		NA SERVICE STATION REPAIR	(304) 637 0220
WEISBERG, ANTHONY N	AB126	12/31/2016 000	1222 MISSY RIDGE LANE		PA	UNKNOVN	20180			NA GEC ENVIRONMENTAL CONTRACTING INC	(540) 868 2400
WESTFALL, MICHAEL WAYNE	AB472	12/31/2016 000	50 BAKERS LANE		PA	UNKNOVN	20180			NA BOGGER BROTHERS INC	(814) 944 4059
WILBUR, BRIAN X	8660	12/31/2016 000	PO BOX 811		UNKNOVN	PA	MONTVILLE	16655		NA JONES & FRANK COOP	(814) 944 4059
WILSON, TERRY	8384	12/31/2016 000	715 BRAXTON STREET		WV	LEWIS	LANDSBURG	17040		NA KEYSTONE PETROLEUM EQUIPMENT LTD	(540) 366 1700
WILSON, TIMOTHY WAYNE	8759	12/31/2016 000	108 CHADDOCK WAY STE 5		WV	LEWIS	LANDSBURG	17040		NA RYAN ENVIRONMENTAL INC	(717) 691 1611
WOOD, JEFFREY RAY	8396	12/31/2016 000	185 MANORLAND BLVD		WV	PUTNAM	GASSAWAY	26124		NA GO HART INC	(304) 842 5578
WRIGHT, MATTHEW	8835	12/31/2016 000	28 FLEWING LANE		WV	PUTNAM	POCA	25560		NA GO HART INC	(304) 384 8000
			622 CROSS LANES DR APT 17		WV	PUTNAM	SCOTT DEPOT	25159		NA KEMRON ENVIRONMENTAL SERVICES	304 755 0999
					WV	RALIGH	BLAVER	25540		NA KEMRON ENVIRONMENTAL SERVICES	304 755 0999
					WV	PUTNAM	NETRO	25143		NA LITTLE GENERAL STORES	(304) 253 9992
					WV	PUTNAM	NETRO	25143		NA TRAD ENGINEERING	(304) 755 0721

JACOB RHOYD B754

*Envirocheck of Virginia, Inc.*

*Certifies that*

**Frank Lampert**

*Has successfully met the 29 CFR 1910.120 certificate requirements for the course entitled*

**8-Hour Hazwoper Health and Safety Training**

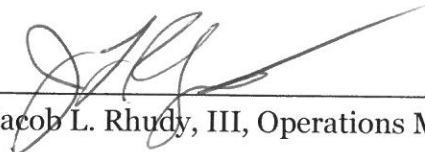
**CERTIFICATE OF COMPLETION**

*Presented on February 23, 2014*



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Certificate No.

A handwritten signature in black ink, appearing to read 'JLR', written over a horizontal line.

Jacob L. Rhudy, III, Operations Manager



*Envirocheck of Virginia, Inc.*

*Certifies that*

**Ronnie Coeburn**


*Has successfully met the 29 CFR 1910.120 certificate requirements for the course entitled*

**8-Hour Hazwoper Health and Safety Training**

**CERTIFICATE OF COMPLETION**

*Presented on February 23, 2014*

██████████  
\_\_\_\_\_  
Certificate No.

  
\_\_\_\_\_  
Jacob L. Rhudy, III, Operations Manager

*Envirocheck of Virginia, Inc.*

*Certifies that*

**Jacob L Rhudy, III**

*Has successfully met the 29 CFR 1910.120 certificate requirements for the course entitled*

**8-Hour Hazwoper Health and Safety Training**

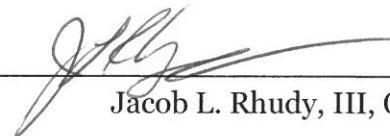
**CERTIFICATE OF COMPLETION**

*Presented on February 23, 2014*



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Certificate No.

A handwritten signature in black ink, appearing to read 'JLR', written over a horizontal line.

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Jacob L. Rhudy, III, Operations Manager

*Envirocheck of Virginia, Inc.*  
*Certifies that*

**Jody Hawks**

*Has successfully met the 29 CFR 1910.120 certificate requirements for the course entitled*

**8-Hour Hazwoper Health and Safety Training**

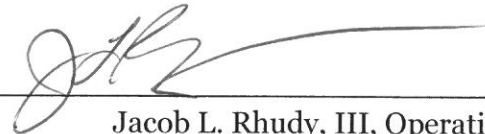
**CERTIFICATE OF COMPLETION**

*Presented on February 23, 2014*



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Certificate No.

A handwritten signature in black ink, appearing to read 'JLR', written over a horizontal line.

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Jacob L. Rhudy, III, Operations Manager

*Envirocheck of Virginia, Inc.*

*Certifies that*

**John Moretto**

*Has successfully met the 29 CFR 1910.120 certificate requirements for the course entitled*

**8-Hour Hazwoper Health and Safety Training**

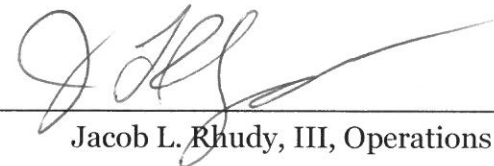
**CERTIFICATE OF COMPLETION**

*Presented on February 23, 2014*



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Certificate No.

A handwritten signature in black ink, appearing to read 'J. Rhudy'.

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Jacob L. Rhudy, III, Operations Manager

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 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: ENVIROCHECK OF VA, INC

Authorized Signature: [Signature] Date: 2/15/16

State of Virginia

County of Tazewell, to-wit:

Taken, subscribed, and sworn to before me this 17 day of February, 2015

My Commission expires Oct 31, 2017.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Gabrielle I. Dobson



**Gabrielle Iene Dobson**  
COMM.#7566456  
Notary Public  
Commonwealth of Virginia  
My comm. expires Oct 31, 2017



# OFFICIAL CHECK

M16779 13331525

2723103-TAZEWELL CO

ISSUING BRANCH \_\_\_\_\_

FEBRUARY 17, 2015

DATE \_\_\_\_\_

68-236/514

PAY TO THE ORDER OF Purchasing Division WVDEP

\$ \*\* \$440.00 \*\*

4400000000 DOLLARS



Envirocheck of Virginia

MEMO/PURCHASER \_\_\_\_\_

AUTHORIZED SIGNATURE  
*Elizabeth Orsheel*

Details on Back. Security Features Included.

