



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

**Request for
 Quotation**

RFO NUMBER
DEP13514

PAGE
1

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

Marshall Miller and Associates

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/18/2006				

BID OPENING DATE: 08/17/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		962-73		
<p>RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES</p> <p>SOUTHERN WV</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS REQUESTING BIDS FROM QUALIFIED VENDORS TO PROVIDE ALL LABOR AND MATERIALS FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS (UST) AND ASSESSMENTS AT DIFFERENT LOCATIONS IN SOUTHERN WEST VIRGINIA, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, TERMS AND CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>PLEASE SEE THE ATTACHED SPECIFICATIONS FOR SCOPE OF WORK, ADDITIONAL BID OR CONTRACT REQUIREMENTS, AREA OF CONTRACT COVERAGE, AND GENERAL CONDITIONS.</p> <p>EXHIBIT 3:</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Peter Miller</i>	TELEPHONE 804-798-5907	DATE 8-17-06
TITLE EXEC. VICE PRESIDENT	FEIN 54-098-9421	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED 07/18/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/17/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>PEP LAMUS</i>	TELEPHONE 804-798-5907	DATE 8-17-06
TITLE EXEC. VICE PRESIDENT	FEIN 54-098-9421	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP13514</p> <p>BID OPENING DATE: 08/17/2006</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Peter L. ...</i>	TELEPHONE 804-798-5907	DATE 8-17-06
TITLE EXEC. VICE PRESIDENT	FEIN 54-098-9421	ADDRESS CHANGES TO BE NOTED ABOVE

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PURCHASING CONTINUATION SHEET

Buyer: Page 13	Req/PO
Chuck Bowman	DEP
Spending Unit:	
WVDEP/DLR/OER	

Item No.	Quantity	Description	Unit Price	Amount
1	5,000	Removal and proper disposal of petroleum contaminated water, rinsate and/or product. (per gallon)	1.25	6,250.00
2	12	Transportation of petroleum contaminated water, rinsate and/or product to disposal facility (per site)	1,000.00	12,000.00
3	25	Purge vapors from UST to <10% LEL. (per tank)	50.00	1,250.00
4	25	Excavate and extract UST / pipping from the ground. (per 1000 gallon tank volume)	900.00	22,500.00
5	25	Cut openings in UST and clean sludges from them. (per tank)	0.00	0.00
6	25	Dispose / scrap cleaned UST. (per tank)	0.00	0.00
7	25	Disposal of tank-cleaning sludges. (per drum)	250.00	6,250.00
8	2000	Segregate obviously contaminated vs. non-contaminated soils and stockpile contaminated soils/debris on-site on 6 mil black plastic and cover with 6 mil black plastic. (per ton)	0.05	100.00
9	2000	Load, transport and properly dispose of petroleum contaminated soil at a state approved landfill and supply manifests. Unit price includes landfill tipping fees and etc. (per ton)	30.00	60,000.00
10	100	Proper disposal of nonhazardous materials such as broken concrete slabs, piping & etc. (per ton)	30.00	3,000.00
11	2000	Backfill excavations with pea gravel or crusher run. (per ton)	5.00	10,000.00
12	12	Mobilization and demobilization. (per site)	5,000.00	60,000.00
13	500	Asphalt disturbed excavation area. (per sq. ft)	6.00	3,000.00
14	500	Concrete disturbed excavation area (per cu. yd.)	30.00	15,000.00
15	5	Fill UST with concrete slurry (per 1000 gallon tank volume)	1,200.00	6,000.00
16	5	Fill UST with inert foam material (per 1000 gallons tank volume)	500.00	2,500.00
17	12	Direct Push Equipment (per day)	1,000.00	12,000.00

18	500	Direct Push Temporary Groundwater Sampler (per linear foot)	4.00	2,000.00
19	500	Direct Push Prepack well screen 1.4 inches OD (per linear foot)	19.00	9,500.00
20	500	Direct Push Prepack well screen 2.5 inches OD (per linear foot)	23.25	11,625.00
21	12	Low Flow Sampling Equipment (per day)	100.00	1,200.00
22	500	Well Abandonment (per linear foot)	7.50	3,750.00
23	500	Borehole (and Corehole) abandonment (per linear foot)	9.00	4,500.00
24	10	IDW Disposal (per drum)	100.00	1,000.00
25	25	Dot 17-C Drums (each)	50.00	1,250.00
26	100	Laborer (per hour)	50.00	5,000.00
27	12	Complete Reports and Submittal (each)	500.00	6,000.00

TOTAL =

265,675.00

Inquires concerning this RFQ shall be directed to:

Mr. Bryan Arthur
Contract Specialist
WV DEP/ Office of Environmental Remediation
PO Box 38
French Creek, WV 26218

(304) 924-6211 - Phone
(304) 924-6781 - Fax