



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

Request for Quotation

RFQ NUMBER
DEP13515

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

*ENVIROCHECK, LLC
 375 MOUNTAIN LAWE
 TAZEWELL, VA 24651*

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>NORTHERN 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 NORTHERN 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 03: LIFE OF CONTRACT</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. L. Chud...</i>	TELEPHONE 276-472-2174	DATE 8/9/06
TITLE <i>Operator MGR</i>	FEIN 20-4398977	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP13515

PAGE
2

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
 CHARLESTON, WV
 25304 304-926-0499

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

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. L. ...</i>	TELEPHONE 276-872-2174	DATE 8/8/06
TITLE <i>J. O. ...</i>	FEIN 20-4398977	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DEP13515

PAGE
3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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
<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY 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.: DEP13515</p> <p>BID OPENING DATE: 08/17/2006</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 276-472-2174	DATE 8/9/06
------------------------------	------------------------	-------------

TITLE <i>[Signature]</i>	FEIN 26-4398977	ADDRESS CHANGES TO BE NOTED ABOVE
--------------------------	-----------------	-----------------------------------

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



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

Request for Quotation

RFQ NUMBER
DEP13515

PAGE
4

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
<i>276-472-2425</i>						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
<i>J.L. RHODY, JR</i>						
***** THIS IS THE END OF RFQ DEP13515 ***** TOTAL:						<u><i>333,550.00</i></u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J.L. Rhody Jr</i>	TELEPHONE <i>276-472-2174</i>	DATE <i>8/8/06</i>
TITLE <i>Operator MGR</i>	FEIN <i>20-4398977</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

REQUEST FOR QUOTES

**WEST VIRGINIA DEPARTMENT
of
ENVIRONMENTAL PROTECTION**

OFFICE OF ENVIRONMENTAL REMEDIATION

**Removal of Underground Storage Tanks and Assessments
at
Different Locations in Northern WV**

INFORMATION FOR BIDDERS

006

The State of West Virginia, Department of Environmental Protection, Office of Environmental Remediation is requesting quotes for removal of abandoned Underground Storage Tanks (USTs) and assessments for the Northern District of West Virginia. There will be no engineering services for this contract.

DEP will enter into an open-end contract for these services with one (1) contractor. Work Directives will be issued for individual sites or projects in accordance with the criteria set forth in this RFQ.

The contract shall become effective from the date of award and shall continue 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 said reasonable time, the Contractor may terminate this contract for any reason upon giving the State thirty (30) days written notice.

BACKGROUND

The West Virginia Department of Environmental Protection (WVDEP), Division of Land Restoration (DLR), Office of Environmental Remediation (OER) is responsible for oversight of Corrective Action at Leaking Underground Storage Tank (LUST) facilities. The tank owners and operators are responsible for taking corrective action when a release occurs. Under certain conditions WVDEP may use funds from the U.S. EPA Leaking Underground Storage Tank Response Fund and/or the WV Leaking Underground Storage Tank Response Fund, if available, to take action to protect human health and the environment, and no owner or operator can be found who is willing and able to take action. If action is taken by the State, the WVDEP must seek cost recovery from the tank owner or operator. Sites that pose the greatest threat to health and the environment will be addressed to protect the citizens of West Virginia from the potential environmental harm caused by leaking underground storage tanks. The work specified in work directives may or may not be limited to leaking underground storage tanks sites. It is the intent of this contract to address abandoned petroleum leaking underground storage tank sites.

SERVICES REQUIRED

The WVDEP/OER is requesting quotes to properly close several underground storage tanks varying in sizes and performing assessments at different locations through out Northern West Virginia.

Northern half covering 33 counties, which are:

- | | |
|---------------|---------------|
| 1) Hancock | 18) Jefferson |
| 2) Brooke | 19) Morgan |
| 3) Ohio | 20) Tyler |
| 4) Marshall | 21) Taylor |
| 5) Wetzel | 22) Harrison |
| 6) Monongalia | 23) Tucker |
| 7) Marion | 24) Hardy |
| 8) Preston | 25) Barbour |
| 9) Grant | 26) Randolph |
| 10) Mineral | 27) Upshur |
| 11) Ritchie | 28) Lewis |
| 12) Calhoun | 29) Doddridge |
| 13) Gilmer | 30) Pleasants |
| 14) Pendleton | 31) Wood |
| 15) Hampshire | 32) Jackson |
| 16) Berkeley | 33) Wirt |
| 17) Roane | |

The WVDEP/OER shall be responsible for retaining the right of entries. The WVDEP/OER shall be responsible for collection and analyses of soil and water samples during closure activities.

The Contractor will be responsible for complying with any and all health and safety requirements related to the work, including but not limited to, employees, traffic control, and utility location verification. The Contractor will be responsible for contacting Miss Utility. The Contractor will also be held responsible for all cost associated for replacing or repairing any utilities damaged by the Contractor. WVDEP will not reimburse Contractor for any repair or replacement of any such damaged utility. WVDEP will not pay any down time due to utility damage/repair or any other unforeseen reasons. Contractor shall also be responsible for obtaining and complying with any city or county ordinances, such as building or demolition permits.

The Contractor shall be responsible for paying and/or securing all taxes, permits, fees, compensation, and any other items necessary to render and hold the WVDEP and the property owner free and harmless from all claims arising from services performed under this contract.

The Contractor shall take such steps as are required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.

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

In accomplishing services to fulfill the requirements of this RFQ, neither the Contractor nor his subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.

It is the responsibility of the contractor to pay his or her employees the prevailing wage rate for the county in which they are working. A certified payroll may be requested.

The Contractor must have a "Class B" WVDEP certified person on site during closures of USTs as required by State Regulations and all boring/drilling activities must be done in accordance with 47CSR59 "Monitoring Well Regulations" and 47CSR60 "Monitoring Well Design Standards".

Contractor's critical personnel at the job site shall have completed the mandatory 40 hour health and safety training course, with annual refresher, in accordance with the requirements of the Occupational Safety and Health Administration 29CFR 1910.120.

The State hereby notifies the Contractor that work is to be performed on property, where the contractor's employees may be exposed to petroleum contamination and other hazardous materials existing at Leaking Underground Storage Tank sites.

GENERAL CONDITIONS

- **Period of Contract**

The contract shall become effective from the date of award and shall continue 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 said reasonable time, the Contractor may terminate this contract for any reason upon giving the State thirty (30) days written notice.

- **Ordering Procedure**

A. This is an indefinite quantity contract for the services specified in this RFQ for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.

B. Work will be ordered by the Assistant Director or his agent (Contract Specialist) by issuance of a Work Directive, which shall include the location of the project site, the specific problem, the work to be performed, and the time frame during which the work must be completed. The Contractor's submitted work plan and cost proposal which contains the quantity estimates shall be in accordance the unit prices provided in the response to this RFQ. Project costs should not exceed the amount of the Work Directive. Any changes pertaining to the Work Directive shall require written justification from the OER Contract Specialist.

- **The Contractor shall maintain insurance as follows:**

Contractor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$1,000,000.00 aggregate.

The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

The Contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.

- **Invoicing & Payments**

A. Payment to the Contractor will be made on the basis of the items and unit prices outlined in the Purchase Order and Work Directive.

B. The Contractor shall invoice after the completion of work specified in the Work Directive and after submission of all required work when the performance period is less than twenty-one (21) days. Invoices may be submitted monthly when the performance period exceeds 21 days. The Notice to Proceed date shall be the beginning of the performance period. The State may retain ten percent (10%) of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months. However, final payment (except for any retainage which may be held) will only be made after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. Invoices showing costs (unit prices) not

clearly identifiable will not be paid. Also, no invoices will be paid in excess of amount on Work Directive. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Contractor.

Invoices may be submitted monthly when the performance period exceeds 21 days. However, final payment will only be made after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. All invoices shall show labor and other expenses incurred during the billing period, work accomplished during the billing period and the work yet to be accomplished. Invoices showing cost(s) not clearly identifiable will not be paid.

- **Changes in the Contract**

The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by a Change Order. A Change Order signed by both the State and Contractor indicates both parties' agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined by mutual acceptance of properly documented unit prices.

Line Item Descriptions

Underground storage tank closures and assessments shall be in accordance to all Federal and State regulations. The successful vendor must be capable of having an individual present at the underground storage tank (UST) site and capable of exercising supervisory control over the closure (removal/close in place). The Contractor must have a "Class B" WVDEP certified person on site during closures of USTs as required by State Regulations and all boring/drilling activities must be done in accordance with 47CSR59 "Monitoring Well Regulations" and 47CSR60 "Monitoring Well Design Standards".

1. Removal and proper disposal of petroleum contaminated water, rinsate and/or product.

This item will include all certified Class B personnel time, labor, equipment (i.e. vac truck), materials, manifests and disposal/recycling costs associated with the removal and recycling/disposal of petroleum-contaminated water and/or product. This item also includes water used for decontamination purposes. (Do not include transportation cost of these liquids on this line -- use line item #2). The vendor shall provide approved DOT-17C drums for containing the petroleum-contaminated water for recycling/disposal, if needed. This item shall be paid on a per gallon basis.

2. Transportation of petroleum contaminated water, rinsate and/or product to disposal facility.

This item will include all costs for transporting the petroleum-contaminated liquids from the site to a proper disposal and/or recycling facility. This item shall be paid for a one-way trip from site to disposal facility on a lump sum per site basis.

3. Purge vapors from UST to < 10 % LEL

This item shall include all certified Class B personnel time, labor, material, equipment, and all other ancillary equipment necessary to purge vapors from the UST to less than 10% LEL. This item shall be paid on a per tank basis.

4. Excavation and extraction of UST/piping from the ground.

This item shall include all certified Class B personnel time, labor, material, equipment, and all other ancillary equipment necessary to excavate and extract the UST and associated piping from the ground. This item shall be paid on a per 1000 gallon tank volume basis.

5. Cut openings and clean sludges from the UST.

This item shall include all certified Class B personnel time, labor, material, equipment, DOT drums, and all other ancillary equipment necessary to cut and clean the UST. This item shall be paid on a per tank basis.

6. Dispose/scrap cleaned UST.

This item shall include all labor, equipment, transportation and disposal costs for proper disposal of cleaned UST. Shall also include disposal ticket. This item shall be paid on a per tank basis.

7. Disposal of tank cleaning sludges.

This item shall include all certified Class B personnel time, labor, equipment, materials, manifests and disposal/recycling costs associated with the removal and disposal of tank cleaning sludges. This item shall be paid per approved DOT drum.

8. Segregate and stockpile petroleum contaminated soils.

011

This item shall include the segregation of contaminated vs. uncontaminated soils and stockpile contaminated soils/debris on site on 6-mil black plastic and cover with 6-mil black plastic in a manner to prevent runoff of contaminated material. This item shall include all labor, material, equipment and all other ancillary equipment necessary to segregate and stockpile the contaminated soil. This item shall be paid on a per tonnage rate.

9. Disposal of petroleum-contaminated soil at a state approved landfill.

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)

10. Proper disposal of non-hazardous materials such as broken concrete slabs, piping & etc.

Load, transport and properly dispose of non-hazardous materials such as broken concrete slabs, piping & etc at a state approved landfill and supply disposal receipts. Unit price includes landfill tipping fees and etc. (per ton)

11. Backfill excavations.

This item shall include the amount of crusher run necessary to properly backfill the excavation including compaction of backfill material. This item shall also include all labor, material, equipment and all other ancillary equipment necessary to properly backfill and compact material in the excavation. This item shall be paid on a per tonnage rate.

12. Mobilization and demobilization.

This item shall include all transportation cost of all equipment to and from site. This item shall be a lump sum price. (This item does not include transportation of contaminated liquids to disposal facility - see item 2; or transportation of Direct Push Equipment to and from site-see line item # 17.)

13. Asphalt disturbed excavation area.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to asphalt disturbed excavation area. Asphalt area with 2 lifts of 2 inches of wearing 1 asphalt after compaction. Mill edges. This item shall be paid on a per sq. ft. basis.

14. Concrete disturbed excavation area.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to concrete disturbed excavation area. This item shall be paid on a per cu. yd. basis.

15. Fill UST with concrete slurry.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to completely fill a 1000-gallon UST, in place, with 500 p.s.i. concrete slurry. This item shall be paid on a per 1000 gallon tank volume basis.

16. Fill UST with inert foam material.

This item shall include all labor, material, equipment, transportation and all other ancillary equipment necessary to completely fill a 1000 gallon UST, in place, with an inert foam material that has a density of at least 0.8 pounds per cubic foot and a shrinkage upon hardening of less than 1 %. This item shall be paid on a per 1000 gallon tank volume basis.

17. Direct Push Equipment

This item shall include all personnel (certified well driller/operator), equipment, materials, and transportation of Direct Push Equipment to and from the site. This price includes discrete interval soil sampling and or continuous coring. This item shall be paid on a per day basis.

18. Direct Push Temporary Groundwater Sampler.

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install a temporary groundwater monitoring sampler (well). This item shall be paid on a per linear foot basis.

19. Direct Push Prepack well screens (0.010 in. slots) 1.4 inches OD (0.5 in. or 0.75 in. ID)

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install the permanent groundwater monitoring well. This also includes well covers and locking plugs. This item shall be paid on a per linear foot basis.

20. Direct Push Prepack well screens (0.010 in. slots) 2.5 inches OD (1.0 in. or 1.5 in. ID).

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install the permanent groundwater monitoring well. This also includes well covers and locking plugs. This item shall be paid on a per linear foot basis.

21. Low Flow Sampling Equipment

This item shall include all personnel time, labor, material, tubing, pump, and all other ancillary equipment and monitors necessary to properly conduct low flow purging of groundwater monitoring wells. This item shall be paid on a per day basis.

22. Well Abandonment

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon groundwater monitoring well. This item shall be paid on a per linear foot basis.

23. Borehole (and Corehole) abandonment

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly abandon bore-core holes. This item shall be paid on a per linear foot basis.

24. IDW Disposal

This item shall include all personnel time, labor, equipment, materials, transportation, manifests and disposal/recycling costs associated with the removal and disposal of any non

hazardous derived waste associated with assessments. This item shall be paid per approved DOT drum.

25. Dot 17-C Drums

This item shall be paid on per approved DOT 17-C 55-gallon drum rate.

26. Laborer

This person shall be capable of doing physical tasks such as (but not limited to) sample collection, data collection, decontamination procedures, and field reconnaissance. Rate includes travel, lodging (if necessary) and per diem. Paid on a per hour basis.

27. Complete Reports and Submittal

This item shall include all labor, material, word processing, postage, and site sketches necessary to complete and to submit to the proper WVDEP office all forms and reports such as closure reports and monitoring well logs as required by each specific project. This item shall be paid on a per report basis.

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)	0.70	3,500. ⁰⁰
2	12	Transportation of petroleum contaminated water, rinsate and/or product to disposal facility (per site)	1200. ⁰⁰	14,400. ⁰⁰
3	25	Purge vapors from UST to <10% LEL. (per tank)	175. ⁰⁰	4,375. ⁰⁰
4	25	Excavate and extract UST / pipping from the ground. (per 1000 gallon tank volume)	500. ⁰⁰	12,500. ⁰⁰
5	25	Cut openings in UST and clean sludges from them. (per tank)	200. ⁰⁰	5000. ⁰⁰
6	25	Dispose / scrap cleaned UST. (per tank)	200. ⁰⁰	5000. ⁰⁰
7	25	Disposal of tank-cleaning sludges. (per drum)	325. ⁰⁰	8,125. 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)	8	16,000. 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)	58. ⁰⁰	116,000. ⁰⁰
10	100	Proper disposal of nonhazardous materials such as broken concrete slabs, piping & etc (per ton)	50. ⁰⁰	5000. ⁰⁰
11	2000	Backfill excavations with pea gravel or crusher run. (per ton)	19. ⁰⁰	38,000. ⁰⁰
12	12	Mobilization and demobilization. (per site)	1200. ⁰⁰	1200. ⁰⁰
13	500	Asphalt disturbed excavation area. (per sq. ft)	2.50. ⁰⁰	1,250. ⁰⁰
14	500	Concrete disturbed excavation area (per cu yd)	115. ⁰⁰	57,500. ⁰⁰
15	5	Fill UST with concrete slurry (per 1000 gallon tank volume)	120. ⁰⁰	600. 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)	1000	12,000. ⁰⁰

18	500	Direct Push Temporary Groundwater Sampler (per linear foot)	4. ⁰⁰	2000. ⁰⁰
19	500	Direct Push Prepack well screen 1 4 inches OD (per linear foot)	6. ⁰⁰	3000. ⁰⁰
20	500	Direct Push Prepack well screen 2.5 inches OD (per linear foot)	8. ⁰⁰	4000. ⁰⁰
21	12	Low Flow Sampling Equipment (per day)	200. ⁰⁰	2400. ⁰⁰
22	500	Well Abandonment (per linear foot)	7. ⁰⁰	3500. ⁰⁰
23	500	Borehole (and Corehole) abandonment (per linear foot)	3. ⁰⁰	1500. ⁰⁰
24	10	IDW Disposal (per drum)	120.	1,200. ⁰⁰
25	25	Dot 17-C Drums (each)	40	1000. ⁰⁰
26	100	Laborer (per hour)	60. ⁰⁰	6000. ⁰⁰
27	12	Complete Reports and Submittal (each)	500. ⁰⁰	6000. ⁰⁰

TOTAL =

333,550

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

A F F I D A V I T

16

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: ENVIROCHECK, LLC

Authorized Signature: J & Rhudy Inc Date: 8/10/00