



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

**General Information** | Contact | Default Values | Discount | Document Information

Procurement Folder: 700001

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 000000197787 

SO Doc ID: DEP2000000028

Legal Name: MARSHALL MILLER & ASSOCIATES INC


Published Date: 5/8/20

Alias/DBA:

Close Date: 5/18/20



Total Bid: \$100,448.00

Close Time: 13:30

Response Date: 05/15/2020 

Status: Closed

Response Time: 15:21

Solicitation Description: Addendum -3 LCAP  
GROUNDWATER MONITORING   


Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia  
 Solicitation Response

Proc Folder : 700001

Solicitation Description : Addendum -3 LCAP GROUNDWATER MONITORING Services

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-18 13:30:00	SR 0313 ESR05152000000006718	1

**VENDOR**

000000197787

MARSHALL MILLER & ASSOCIATES INC

Solicitation Number: CRFQ 0313 DEP2000000028

Total Bid : \$100,448.00

Response Date: 2020-05-15

Response Time: 15:21:39

Comments:

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Field Services - East Region Landfill	102.00000	EA	\$194.000000	\$19,788.00

Comm Code	Manufacturer	Specification	Model #
71122800			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Field Services - North Region Landfill	88.00000	EA	\$213.000000	\$18,744.00

Comm Code	Manufacturer	Specification	Model #
71122800			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Field Services - South Region Landfill	80.00000	EA	\$127.000000	\$10,160.00

Comm Code	Manufacturer	Specification	Model #
71122800			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Field Services - West Region Landfill	66.00000	EA	\$166.000000	\$10,956.00

Comm Code	Manufacturer	Specification	Model #
71122800			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Statistical Analysis Setup	30.00000	EA	\$100.000000	\$3,000.00

Comm Code	Manufacturer	Specification	Model #
71122800			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Statistical Analysis and Reporting	60.00000	EA	\$630.000000	\$37,800.00

Comm Code	Manufacturer	Specification	Model #
71122800			

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



582 Industrial Park Road, Bluefield, VA 24605-9364 • Phone 276.322.5467  
www.mma1.com • info@mma1.com

May 14, 2020

Mr. Guy Nisbet

**West Virginia Department of Environmental Protection**

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

**Subject: Cost Estimate for LCAP Groundwater Monitoring Services,  
WVDEP Solicitation No. DEP2000000028**

Dear Mr. Nisbet:

Enclosed is the **Marshall Miller & Associates (MM&A)** cost estimate for providing groundwater monitoring services for the WVDEP Landfill Closure Assistance Program (LCAP) statewide facilities, WVDEP Solicitation No. DEP2000000028. As discussed below, MM&A has extensive experience related to all aspects of landfill monitoring and reporting and closure design, including several of the LCAP facilities included under this program.

Founded in 1975, MM&A today is a 48-personnel earth sciences and engineering consulting firm providing full services in geology and hydrogeology that have served the WVDEP LCAP program well in the past, and we are tailored to meet the current and on-going needs as regards to the groundwater monitoring program. Many of the monitoring wells included in the current program were installed by MM&A personnel who are still with the company. We performed closure design, construction oversight, and developed monitoring plans and statistical analyses for the following LCAP facilities: Jefferson County landfill, Morgantown landfill, McDowell County landfill, and Pine Creek Omar landfill, some of which represented some of the more complex geological and hydrogeological challenges. Briefly, our company experience and qualifications in solid waste include, but are not limited to:

- > Certified professional geologists and hydrogeologists with extensive experience in siting, permitting, and monitoring design and closure in complex geologic settings;
- > Groundwater sampling, data evaluation, and reporting capabilities;
- > Preparation of alternate source demonstrations, nature and extent studies and assessment of corrective measures, corrective action plans/corrective action monitoring plans, and requests for termination of post-closure care maintenance activities;
- > Closure designs, leachate collection system designs, and construction and inspection QA/QC experience;
- > Gas migration assessment and remediation expertise and monitoring system design;

**West Virginia Department of Environmental Protection**

May 14, 2020

Page 2



- > Landfill gas management;
- > Environmental impact studies and due-diligence evaluation; and
- > Public hearings and relations.

Our experienced team will be lead by Mr. Steve Stansfield, PG, who has more than 30 years of experience in all phases of landfill monitoring and reporting, as well as in the development of groundwater monitoring and reporting plans. His detailed resume is included herein for more clarity on his solid waste capabilities.

As requested by discussion in the RFQ, we have uploaded our response to Solicitation No. DEP2000000028 onto the West Virginia OASIS website. We appreciate the opportunity to provide this estimate of costs to you, and if you should require any additional information please contact me either by email address or phone number shown below.

We appreciate your consideration of our services and look forward to working with you on this project.

Sincerely,

***MARSHALL MILLER & ASSOCIATES, INC.***

A handwritten signature in blue ink that reads "Steven B. Stansfield". The signature is written in a cursive style.

Steven B. Stansfield, P.G.  
Senior Project Geologist  
Direct Line: 304-809-0600  
Steve.Stansfield@mma1.com

SBS/drd

Attachments

# Resume







# Steven B. Stansfield

## **Current Position**

Sr. Project  
Geologist/Hydrogeologist/  
Director of Geophysical  
Borehole Wireline Services

## **Profession**

Geology, Hydrogeology

## **Years' Experience**

30

## **Education**

BS – Geological Sciences,  
Virginia Polytechnic Institute  
and State University,  
Blacksburg, VA

## **Professional Registrations**

PG – TN

Registered Member of the  
Society for Mining,  
Metallurgy, and Exploration  
(SME) of AIME

OSHA Health & Safety

OSHA Refresher

MSHA Part 48 Hazard  
Training

## **Affiliations**

Association of Ground Water  
Scientists and Engineers  
(Division of the National  
Ground Water Association)

## **Summary of Experience**

Mr. Stansfield conducts hydrogeologic investigations related to landfill evaluations (solid waste, CDD, and industrial), mining hydrology, and industrial contamination. These investigations are conducted for governmental agencies, private industry, and sometimes include sites involved in litigation. He has directed numerous field investigations, and authored or co-authored hundreds of reports related to geologic and hydrogeologic matters. He is often involved in using statistical applications to determine regulatory groundwater compliance for solid waste, CDD and industrial landfills, surface water applications, and mine water discharge. He is knowledgeable of regulations involving all types of landfill facilities.

## **Significant Projects**

- > **Northern West Virginia and Southwestern Virginia:** Extensively involved in permit applications of landfills. Oversaw all field related activities that included core logging, monitoring well installation, monitoring program, aquifer testing, water sampling, and interpretation of results. Performed a due-diligence for a prospective buyer to purchase an industrial landfill facility and convert it to a solid waste facility.
- > **Northern and Northeastern West Virginia:** Managed all field activities related to landfill closure plan that included monitoring well installation, soil collection for geotechnical analysis, and water and landfill gas sampling. Involved in report preparation that addressed assessment of groundwater impact and landfill gas migration.
- > **Southwest Virginia:** Performed hydrologic investigations for landfill closures, including preparation of monitoring plans and statistical analyses. Oversaw all groundwater monitoring activities and report preparation. Performed successful alternate source demonstrations, corrective action plans, and corrective action monitoring plans; and communicated with regulatory agencies. Performed evaluations to request termination of post-closure care for industrial and solid waste landfill facilities to determine impact of termination to human health and the environment.
- > **Southwest Virginia:** Conducted field activities at active solid waste facility related to alternate source demonstration (ASD) and corrective action. Installed sentinel monitoring wells (average depth of about 300 feet) downgradient of contaminant plume; conducted soil, leachate, and water sampling; as well as aquifer testing. Prepared numerous reports, including site characterization for permitting, quarterly and annual groundwater monitoring reports, nature and extent study, assessment of corrective measures, ASD, closure and post-closure care plan, and corrective action and corrective action monitoring plans.
- > **Southern West Virginia:** Oversaw numerous field activities related to the permit application for a planned 10,000 ton/day private sanitary landfill. Involved in geologic and hydrogeologic analyses of the site. Field coordinated the installation of 58 monitoring wells, half of which contained nested screens.
- > **Ohio:** Overview an extensive field program at a former Army Ammunition Plant. The program consisted of drilling numerous holes via Sonic technology; installation of monitoring wells in each of those boreholes; well development; and the collection,



## Significant Projects (continued)

- > **Virginia, West Virginia, Tennessee:** Managed numerous groundwater and surface water sampling activities at landfills, mining sites, underground storage tank sites, and industrial facilities.
- > **Southwest Virginia / Southern West Virginia:** Involved in all aspects of field investigations, data evaluation, and reporting in matters related to water well and surface water claims involved in litigation due to alleged mining impact.
- > **West Virginia:** Involved in numerous projects involving mine permitting, some incorporating large acreage areas and numerous residential locations. Prepared probable hydrologic consequences and hydrologic reclamation plans, as well as long-term monitoring plans. Permits included various mining types, including deep, surface, and auger, and often involved multiple coal seams.
- > **Southwest Virginia:** Planned, coordinated, and reported on potential environmental impacts of a proposed four-lane highway system.
- > **Eastern/Northern Tennessee:** Conducted Phase I Environmental Site Assessments per ASTM E1527-94 standards. Also conducted site characterization, and implemented a monitoring and enhanced bioremediation program for an industrial facility underlain by a fractured bedrock aquifer. Involved in comprehensive Remedial Investigation/Feasibility Study and Risk Assessment.
- > **Eastern Kentucky/Southern West Virginia:** Conducted hydrogeologic and geotechnical investigations of deep mine advancement beneath stream valleys with shallow overburden.
- > **Southwest Virginia/Southern West Virginia:** Conducted pre-mining evaluations into the probable hydrogeologic consequences of mining near residential water wells and surface streams.
- > **West Virginia/Southwest Virginia/Eastern Kentucky:** Conducted coal reserve and mineability evaluations for numerous properties in the Appalachian region.
- > **Alabama:** Conducted an investigation into the potential cause of groundwater inflow into an active deep mine, and predicted potential future inflows with mine advancement.
- > **Appalachian Region:** Collected and evaluated hundreds of ground and surface water samples throughout the region for various entities and causes. Groundwater samples collected from monitoring wells, residential water wells, springs, and mine discharges.

## Professional History

2018-Present

### Director of Geophysical Borehole Wireline Services

*Marshall Miller & Associates, Inc. – Bluefield, Virginia*

Responsible for the day-to-day operations of Geological Logging Systems, a division of Marshall Miller & Associates. The division employs eight logging technicians capable of running a wide-array of downhole probes for the mining, environmental, and geotechnical sectors



## Professional History (continued)

2017-Present  
2012-2016  
2001-2012

**Sr. Project Geologist/Hydrogeologist** (*Marshall Miller & Associates, Inc. – Bluefield, Virginia*)

**Sr. Geologist/Hydrogeologist** (*Cardno, Inc. – Bluefield, Virginia*)

**Sr. Geologist/Hydrogeologist** (*Marshall Miller & Associates, Inc. – Bluefield, Virginia*)

Responsible for evaluation of landfill analytical data by statistical applications to determine regulatory compliance, and maintain close communication with regulatory agencies. Plan and coordinate project activities and manage junior level personnel. Responsible for report writing and presentation in various fields, including, but not limited to: geologic evaluations; mining hydrologic studies (Probable Hydrologic Consequences and Hydrologic Reclamation Plans) and permitting; prediction of acid-mine drainage potential in mining and construction applications; monitoring plan design; ground and surface water potential impact studies and remediation; landfill applications; and industrial contamination. Coordinate various field projects, including, but not limited to: water user inventory; ground and surface water sampling; subsurface investigations; monitoring well installation; pumping tests; stream flow monitoring; water well/surface water loss complaints; delineation of petroleum-impacted soils; landfill investigations; management of drilling programs of aggregate mining. Several projects involved in litigation.

1993 – 2001

### **Project Geologist**

*Marshall Miller & Associates, Inc. – Bluefield, Virginia*

Extensively involved in completing annual reports for solid waste facilities including the evaluation of the monitoring regime, and determination and implementation of groundwater statistical methods. Responsibilities include coordination with clients, and reporting to regulatory agencies. Involved extensively with landfill permit applications including site characterization and closure reports, water sample collection, and in the collection of landfill gas samples and evaluation, along with mitigative measures for landfill gas migration. Also conducted groundwater sample collection and assessment of groundwater contaminants including causes, impact, and remedial alternatives at numerous industrial and privately-owned sites. Evaluated Probable Hydrologic Consequences for mining permits and conducted hydrogeologic/geotechnical studies for deep mining beneath shallow stream valley floors. Investigations into alleged water well and surface water impacts due to mining. Performed Phase I Environmental Site Assessments and CERCLA remedial investigations. Involved in numerous investigations of hydrologic impacts resulting from mining, including several studies in litigation. Have collected numerous surface and groundwater samples and measured stream flow rates for permit purposes.



## Professional History (continued)

1990 – 1993

### Geologist

*Marshall Miller & Associates, Inc. – Bluefield, Virginia*

Involved in numerous geologic studies including mapping of geological factors relating to coal reserves, mineability, and potential mining hazards. Responsible for planning and supervision of coal exploration programs and property evaluations in the Appalachian Region, with specific involvement in data collection and interpretation, correlation of coals in regional studies, and technical report writing and presentation. Responsible for geologic/geotechnical core logging, management of both core and rotary drill rigs, road construction, prospect permits and bond release requests, monitoring well installation, slug and packer testing, water sampling, and detailed joint analyses of rock outcrops. Also participated in coalbed methane desorption project studies.

Summer 1985, 1986

### Assistant Geologist

*Cardno, Inc. (former Marshall Miller & Associates, Inc.) – Bluefield, Virginia (USA)*

Assisted senior geologists in geologic core logging, mapping, coalbed methane desorption studies, and linear confirmation.

## Publications

> “A Cost-Effective Approach to In Situ Bioremediation in Fractured Bedrock,” The Ninth International In Situ and On-Site Bioremediation Symposium, Baltimore, Maryland, May 7-10, 2007.

## Continuing Education Classes and Seminars Attended

- > Northern Illinois University and Midwest GeoSciences Group Webinar: “Ethics for Geologists and Engineers, Realizations of Everyday Decisions and Common Behaviors”, Bluefield, Virginia, February 2012.
- > ASCE Webinar: “Water Balance Modeling for Alternative Water Balance (ET) Covers”, Bluefield, Virginia, April 2012.
- > NGWA Webinar (#829): “Ground Water Geochemistry and Isotopes: Do’s and Dont’s for Field Sampling and Analysis”, Bluefield, Virginia, November 2009.
- > Air & Waste Management Association Webinar: “Geologic Sequestration Research Activities and EPA Regulations,” Bluefield, Virginia, February 2008.
- > Introductory Statistics for Environmental Professionals, National Ground Water Association, St. Louis, Missouri, April 2006.
- > Accelerated Bioremediation with Slow Release Electron Donors and Electron Acceptors, Regenesys, Roanoke, Virginia, April 2005.
- > EPA Seminar on Monitored Natural Attenuation for Groundwater, Atlanta, Georgia, November 1998
- > West Virginia Mining Symposium, Charleston, West Virginia, January 1998.
- > Coal Mine Roof Rating Seminar, National Institute for Occupational Safety and Health, Sophia, West Virginia, September 1997.
- > Groundwater Statistics and Regulations, Colorado School of Mines, Atlanta, Georgia, March 1996.
- > Acid Mine Drainage Seminar, Flatwoods, West Virginia, September 1995.
- > Professional Designers/Engineers/Specifiers Seminar, Roanoke, Virginia, May 1995.



- > Preparation of Groundwater Protection Plans and Spill Prevention, Control, and Countermeasures Plans, Flatwoods, West Virginia, December 1994.
- > The Princeton Course "Groundwater Pollution and Hydrology," Princeton, New Jersey, February 1993.
- > Audit of Masters Level Course in Groundwater Hydrology, West Virginia College of Graduate Studies, Bluefield, West Virginia, 1993.

# Cost Estimate





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

State of West Virginia  
 Request for Quotation  
 33 — Service - Misc

Proc Folder: 700001

Doc Description: Addendum -3 LCAP GROUNDWATER MONITORING Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-05-08	2020-05-18 13:30:00	CRFQ 0313 DEP2000000028	4

**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:

MARSHALL MILLER & ASSOCIATES, INC.  
 582 INDUSTRIAL PARK ROAD  
 BLUEFIELD, VA 24605-9364 276-322-5467  
 WV VENDOR CODE: 000000197787

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X 

Ronald K. Hite, COO & Partner  
 FEIN # 54-0989421

DATE 14 MAY 2020

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.03 issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

Request for Quotation  
(WVDEP - LCAP Groundwater Monitoring Services)

In accordance with WV Code 5A-3, The West Virginia Purchasing Division is soliciting bids on behalf of the agency, The West Virginia Department of Environmental Protection (WVDEP) to establish an open-end contract for groundwater monitoring at thirty (30) Landfills, which includes one hundred-fifty (150) groundwater monitoring wells. The Landfills and groundwater monitoring wells are divided into four (4) Regions: East, North, South and West per the bid requirements, specifications, terms and conditions as issued with this solicitation and as attached hereto.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION  601 57TH ST SE  CHARLESTON WV25304  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Field Services - East Region Landfill	102.00000	EA	\$194.00	\$19,788.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :**

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

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION  601 57TH ST SE  CHARLESTON WV25304  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Field Services - North Region Landfill	88.00000	EA	\$213.00	\$18,744.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :**

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



INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE  CHARLESTON WV25304  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Field Services - South Region Landfill	80.00000	EA	\$127.00	\$10,160.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :**

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

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE  CHARLESTON WV25304  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Field Services - West Region Landfill	66.00000	EA	\$166.00	\$10,956.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :**

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

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE  CHARLESTON WV25304  US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Statistical Analysis Setup	30.00000	EA	\$100.00	\$ 3,000.00

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :**

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

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION  601 57TH ST SE  CHARLESTON WV25304  US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999  US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Statistical Analysis and Reporting	60.00000	EA	\$630.00	\$37,800

Comm Code	Manufacturer	Specification	Model #
71122800			

**Extended Description :**

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

<b>DEP2000000028</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum -3 LCAP GROUNDWATER MONITORING Services	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# Addendum Acknowledgement Form



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

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

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

**Addendum Numbers Received:**

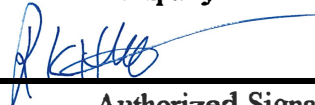
(Check the box next to each addendum received)

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

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

**Marshall Miller & Associates, Inc.**

\_\_\_\_\_  
Company



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

**14 MAY 2020**

\_\_\_\_\_  
Date

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

Revised 6/8/2012

**SOLICITATION NUMBER: CRFQ 0313 DEP2000000028**

**Addendum Number:**

**No.01**

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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 issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted Questions and Agency responses.

No other Changes.

**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

**CRFQ 0313 DEP20\*28**  
**LCAP Groundwater Monitoring Services**  
**Vendor submitted Questions and Agency Responses**  
**April 30<sup>th</sup>, 2020**

Q.1. Will the Vendor be provided with an electronic database of all historical monitoring results and water level data, as well as a digital site map?

A. The Vendor can submit a FOIA for this information and it will be provided to them.

Q.2. Section 3.1.1.4 states “within ten (10) calendar days after the Notice to Proceed has been issued, Vendor shall submit training certifications for field sampling staff to WVDEP.” What type of training certificates is this referring? OSHA?

A. Along with the OSHA 40-hour Hazardous Waste Training see Standard Operating Procedures for Groundwater Sampling, Section 4.5 on page 16 for Training Requirements.

Q.3. Do any monitoring wells have dedicated pumps installed?

A. No

Q.4 Which laboratory will be doing the analyses? The reason this is being asked is because if we can provide a courier service to/from the laboratory this will be a tremendous cost-savings instead of overnight shipping heavy coolers to a laboratory.

A. For the **Inorganic Analysis**, WVDEP has contracts with the following Vendors:

- a. Standard Laboratories, Inc.
- b. Pace Analytical, Inc.
- c. Analabs, Inc.
- d. Reliance Laboratories, Inc.
- e. ALS Group USA
- f. Sturm Environmental Services
- g. Acculab, Inc.

For Organic Analysis, WVDEP has contracts with the following Vendors:

- a. ALS Group USA
- b. Pace Analytical Services
- c. Reliance Laboratories, Inc.
- d. Test America Laboratories



**SOLICITATION NUMBER:** CRFQ 0313 DEP2000000028

**Addendum Number:**

**No.02**

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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 issued to publish and distribute the attached documentation to the vendor community.

1. Additional Vendor submitted Questions and Agency responses.

No other Changes.

**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

**CRFQ 0313 DEP20\*28**  
**LCAP Groundwater Monitoring Services**  
**Vendor submitted Questions and Agency Responses**

- 1) Are there well configuration/construction logs available? (looking for screen intervals)
  - a. WVDEP may have information for some of the landfills depending on when the groundwater monitoring wells were installed. Because some of the landfills were already closed before entering LCAP, not all data may be available. Vendor can submit a FOIA for information at [DEPFOIA@wv.gov](mailto:DEPFOIA@wv.gov).
- 2) Who is responsible for well repair?
  - a. WVDEP will be responsible for any repairs of the wells.
- 3) Will wells need to be resurveyed should they require repair?
  - a. Surveying will not be needed if wells are repaired. Surveying may be needed if any monitoring well is abandoned and a new well is installed.
- 4) Is there any data from previous groundwater sampling events?
  - a. Vendor can submit a FOIA for the information at [DEPFOIA@wv.gov](mailto:DEPFOIA@wv.gov).

**SOLICITATION NUMBER:** CRFQ 0313 DEP2000000028  
**Addendum Number:** No.03

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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 issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted questions and agency responses.

No other Changes.

**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

**CRFQ 0313 DEP20\*28**  
**LCAP GW Monitoring**  
**Additional Vendor submitted Questions and Agency Responses**

- Q.1. Can you confirm that purge water can be disposed of at each individual landfill or another landfill in close proximity?
- A.1. Yes.
- Q.2. Also, are there any existing pumps in wells? I believe I may have missed the question submission deadline, so if you are unable to provide additional information I understand.
- A.2. No.

# Additional Documentation





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services 300 Summers Street, Suite #650 Charleston, WV 25301 304 346-0806	<b>CONTACT NAME:</b> Allison Morris <b>PHONE (A/C, No, Ext):</b> 304 346-0806 <b>FAX (A/C, No):</b> 8887513002 <b>E-MAIL ADDRESS:</b> ammorris@mcgriffinsurance.com														
<b>INSURED</b> Marshall Miller & Associates Inc 582 Industrial Park Road Bluefield, VA 24605	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Scottsdale Insurance Company</td> <td>41297</td> </tr> <tr> <td>INSURER B : Brickstreet Mutual Insurance Company</td> <td>12372</td> </tr> <tr> <td>INSURER C : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale Insurance Company	41297	INSURER B : Brickstreet Mutual Insurance Company	12372	INSURER C : Cincinnati Insurance Company	10677	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
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INSURER F :															

**COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ENS0005114	12/30/2019	12/30/2020	EACH OCCURRENCE    \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ <b>100,000</b> MED EXP (Any one person)    \$ <b>5,000</b> PERSONAL & ADV INJURY    \$ <b>1,000,000</b> GENERAL AGGREGATE    \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG    \$ <b>2,000,000</b> \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EPP0418363	12/30/2019	12/30/2020	COMBINED SINGLE LIMIT (Ea accident)    \$ <b>1,000,000</b> BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>	X	X	XNS0005198	12/30/2019	12/30/2020	EACH OCCURRENCE    \$ <b>6,000,000</b> AGGREGATE    \$ <b>6,000,000</b> \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCB1024591 Includes Broad 23-4-2	12/30/2019	12/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT    \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE    \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT    \$ <b>1,000,000</b>
A	Pollution Liab Professional Liab			ENS0005114 ENS0005114	12/30/2019 12/30/2019	12/30/2020 12/30/2020	\$ <b>1,000,000</b> Occurrence \$ <b>1,000,000</b> Claims Made

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**\*\* Workers Comp Information \*\***  
**Proprietors/Partners/Executive Officers/Members Excluded:**  
 Karl Scott Keim, President  
 Ronald Hite, SR VP  
 Cathy Yost, Treasurer/Sec  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Marshall Miller & Associates Inc 582 Industrial Park Road Bluefield, VA 24605	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



## DESCRIPTIONS (Continued from Page 1)

Evidence of Coverage

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

*Steve B. Stansfield*

Sr. Project Geologist/GLS Division Manager

(Name, Title)

Steve Stansfield, Sr. Project Geologist/GLS Division Manager

(Printed Name and Title)

582 Industrial Park Road, Bluefield, VA 24605-9364

(Address)

276-322-5467 / --FAX NUMBER NA--

(Phone Number) / (Fax Number)

Steve.Stansfield@mma1.com; info@mma1.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Marshall Miller & Associates, Inc.

*R. K. Hite*

COO & Partner

(Authorized Signature) (Representative Name, Title)

Ronald K. Hite, COO & Partner

(Printed Name and Title of Authorized Representative)

14 MAY 2020

(Date)

276-322-5467 / --FAX NUMBER NA--

(Phone Number) (Fax Number)

## SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection to establish an open-end contract for groundwater monitoring at thirty (30) Landfills, which includes one hundred-fifty (150) groundwater monitoring wells. The Landfills and groundwater monitoring wells are divided into four (4) Regions: East, North, South and West. The list of Landfills and the number of groundwater monitoring wells per landfill can be found in **Attachments A, B and C.**

Vendors are encouraged to review specifications and requirements closely as specifications most likely have changed since last time solicited. This solicitation was previously advertised as CRFQ DEP1600000009 and solicitation opened on 12/30/2015. Bid results may be viewed at:

<http://www.state.wv.us/admin/purchase/Bids/FY2016/BO20151230.html>

This is a one (1) year contract only, no renewals will be issued under this Purchase Order.

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 Item” or “Contract Items” means the list of items identified below and on the Pricing Pages.

2.2 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals contained in WV OASIS used to evaluate the Solicitation responses.

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. **GENERAL REQUIREMENTS:**

3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 **Groundwater Sampling:** The Vendor shall furnish all personnel, labor, tools, transportation, equipment, incidentals, and supplies to obtain groundwater samples from the groundwater monitoring wells.

3.1.1.1 The Vendor shall perform semi-annual monitoring starting the month of the Purchase Order effective date, and extending for one full year, resulting in two semiannual reporting periods. The semi-annual monitoring schedule will be determined upon award of Purchase Order.

3.1.1.2 A list of the thirty (30) LCAP Landfills and the number of wells at each

landfill is included in **Attachments A**. It is the responsibility of the Vendor to obtain any other background information necessary to complete the services. Additional information may be obtained from the WVDEP via <https://dep.wv.gov/pio/Pages/FOIA.aspx>.

**3.1.1.3** All sampling shall be in accordance with WVDEP, Division of Water and Waste Management (DWWM) Quality Assurance / Quality Control (QA/QC) Plan & Standard Operating Procedures for Groundwater Sampling. This information can be found at the web address below and in **Attachment F**:

[http://www.dep.wv.gov/wwe/programs/gw/documents/17812\\_groundwater\\_sampling\\_procedures.pdf](http://www.dep.wv.gov/wwe/programs/gw/documents/17812_groundwater_sampling_procedures.pdf)

**3.1.1.4** Within ten (10) calendar days after the Notice to Proceed has been issued, Vendor shall submit training certifications for field sampling staff to WVDEP.

**3.1.1.4** Within fifteen calendar days after the Notice to Proceed has been issued, Vendor shall submit to WVDEP, electronically or via CD (preferred), the Vendor-authored standard operating procedures (SOPs) below. There is no line item expense for the SOPs since Vendor should already have SOPs in place.

- Monitoring Well Purging
- Groundwater Sampling Procedures
- Decontaminating Sampling Equipment
- Sample Handling/Shipping and Chain of Custody Procedures

**3.1.1.5** All groundwater monitoring wells shall be purged by using the low flow purging method or using hand-bailers. If it is not possible to purge any given well to field parameter stabilization using low flow purging, Vendor shall purge until “dry” (i.e., purge to silt level), allow for needed recharge volume, then sample well. The field parameters pH, temperature and specific conductance shall be obtained with an appropriate water quality monitor for each sample. The costs associated with well purging equipment shall be included in the unit (“per well”) cost for field sampling.

**3.1.1.6** The Vendor shall provide for all labor, materials, transportation, tools, equipment, supplies, and incidentals to manage and dispose of purge water at an approved facility. The costs associated with purge water management shall be included in the unit (per well) cost for field sampling and laboratory analysis.

**3.1.1.7** All sampling equipment will be properly decontaminated before and after sampling. A separate area will be designated for decontaminating

the sampling equipment and storing investigative derived waste (IDW). The water used for decontaminating equipment must be containerized before disposal; the IDW can be stored in the same container as the purge water. The costs associated with decontaminating field equipment and disposal of IDW shall be included in the unit cost for field sampling.

**3.1.1.8** The Unit Cost for the Field Services Per Well is divided into 4 regions: East, North, South and West and shall include all labor, equipment, materials, transportation, and incidentals to gauge and purge groundwater monitoring wells, obtain groundwater samples, preserve and transport/ship groundwater samples to Laboratory for analysis.

**3.1.1.8.1** "Per Well" is defined as an event in which an actual sample was collected from the monitoring well. A dry well cannot be defined as a sampling event.

**3.1.1.8.2** Payment will only be made for groundwater monitoring wells that have been sampled. (Note: A shorter bailer may be necessary if the longer bailer will not pass through a bend in the well.)

**3.1.2 Statistical Analysis Setup:** Vendor shall determine if there is a statistical increase over the background values for each parameter according to ASTM Standard D 6312-98 ( <http://www.astm.org>) except that any re-sampling of implementing Phase II sampling will be at the discretion of the WVDEP.

**3.1.2.1** Any landfill that has two years of data either acquired or historical shall receive a semi-annual statistical analysis in accordance with **Solid Waste Management Rule 33CSR1 Section 4.11** <https://www.state.wv.us/swmb/Code/33CSR1.pdf>, **Groundwater Monitoring and Corrective Action Program.**

**3.1.2.2** The Vendor will be paid a one-time statistical analysis setup fee. This fee will include all labor, materials, and incidentals required for the Vendor to prepare a DEP approved statistical analysis database.

**3.1.2.3** The Unit Cost for the Statistical Analysis Setup shall be measured as the "per Landfill" unit price including all labor, equipment, materials, transportation and incidentals to collect, compile and construct the facility data base for statistical evaluations of information obtained in field services and laboratory analysis.

**3.1.3 Statistical Analysis and Reporting:** The Vendor shall develop and submit reports for groundwater monitoring events in accordance with **Solid Waste Management Rule 33CSR1 Section 4.11** <https://www.state.wv.us/swmb/Code/33CSR1.pdf>. **Groundwater**

**Monitoring and Corrective Action Program.**

- 3.1.3.1** There must be no less than one hundred and twenty (120) days between the sampling events. Reports shall be submitted within sixty (60) days of each sampling event. The Vendor shall submit reports including test results to the Project Manager, the WVDEP Division of Water and Waste Management, and the Permittee of the Landfill.
- 3.1.3.2** The results of the groundwater analysis from each monitoring well shall be provided in a format acceptable to the WVDEP and both MDL's (method detection limits) and PQL's (practical quantitation limit) shall be specified for all laboratory analyses. Electronic copies of analyses and reports will be required.
- 3.1.3.3** The Unit Price for the Statistical Analysis and Reporting shall be measured per Landfill, and includes all labor (including clerical), printing, binding, copying, shipping, etc., and incidentals to evaluate data and report findings to WVDEP. An example of the Statistical Analysis and Reporting is provided below.

**3.2 Supplement Requirements**

- 3.2.1** The Vendor's field sampling team shall have the following abilities, training and knowledge:
- Ability to work in varying weather and site conditions where steep slopes and rugged terrain may be present and where access to some wells by vehicle is not available
  - Training and knowledge of sampling methods for collecting groundwater samples, labeling of sample containers, sample shipping procedures and completing a chain of custody
  - Ability to use GPS (global positioning system) or other site locating methods
  - Training and knowledge of the maintenance and calibration of field sampling and measuring equipment
  - Attended a 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
  - Knowledge of first aid and safety procedures
- 3.2.2** Vendor employees are expected to conduct themselves in a professional manner and cooperate with all WVDEP staff to ensure efficient and productive operations. WVDEP reserves the right to request any Vendor employee be removed from field sampling activities.
- 3.2.3** Any modifications to the wells must be requested in writing and shall be approved or disapproved in writing by the Program Manager. Should Vendor



desire to modify wells to achieve a certain procedure for monitoring, such as a dedicated well pump, etc., Vendor shall provide justification to WVDEP for the well modification.

- 3.2.4** The Vendor shall be responsible for locking the monitoring wells while not in use. The wells shall remain locked when not in use to prevent unauthorized access. The Vendor shall be provided a key to the common keyed locks that have been installed. The Contractor shall immediately notify WVDEP of any missing or broken well locks or covers.
- 3.2.5** Not all groundwater monitoring wells are accessible by vehicle; walking to and from some of the groundwater monitoring wells will be required. The WVDEP will be responsible for maintaining reasonable access to well heads to allow for field sampling. Maintenance may include removal of brush, lubrication of hinges, etc.
- 3.2.6** For those groundwater monitoring wells that are accessible by vehicle, the Vendor will immediately report excessive deterioration of the access road or roads to the Project Manager. This will allow for the repair of the access road or roads to be scheduled and completed in a timely manner. If the Vendor cannot access a well, they must notify WVDEP immediately.
- 3.2.7** The Vendor must make a reasonable effort to sample all wells approved by WVDEP. A sampling event shall be defined as an event in which an actual sample was collected. A dry well cannot be defined as a sampling event. Vendor shall report any damaged or obstructed groundwater monitoring wells to the WVDEP.
- 3.2.8** The Project Manager will be onsite during each sampling event; the list of Project Managers and assigned landfills can be found in **Attachment D**.
- 3.2.8.1** Vendor shall notify the Project Manager no less than five (5) calendar days before each sampling event. If Vendor fails to adhere to the sampling schedule provided to the Project Manager and does not provide a revised sampling schedule in advance, processing of invoices shall be delayed until Vendor provides justification for the unannounced schedule change.
- 3.2.9** Prior to sampling, the Vendor's sampling equipment shall be subject to inspection. If the Project Manager deems the sampling equipment unacceptable, the Vendor shall immediately obtain replacement sampling equipment. There is no line item for the cost to obtain acceptable sampling equipment and cost shall not be included in the unit cost for field sampling.

### **3.3 Analysis of Groundwater Samples**

**3.3.1** All groundwater samples shall be delivered to a third-party DWWM Quality Assurance Program-certified Laboratory for analysis. **To ensure unbiased analytical testing and reporting, the Vendor collecting the groundwater samples cannot be the same Vendor analyzing the groundwater samples.**

**3.3.2** Vendor shall utilize WVDEP's issued *Inorganic Analysis of Water and Soil* contracts and *Organic Analysis of Water and Soil* contracts to determine the closest geographically located and the most cost-effective Laboratory to analyze the groundwater samples.

**3.3.3** Do not include cost of lab analysis; cost for analysis will be the responsibility of WVDEP. Sample collection, sample containers and delivery to a specified lab will be the responsibility of contractor.

#### **4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Bid Amount as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by multiplying the estimated quantity by the unit price. Add your line item totals to determine the total amount of your bid. Vendor should complete the Pricing Page in their entirety as failure to complete in its entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

#### **5. ORDERING AND PAYMENT**

**5.1. Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2. Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.



**5.3.Invoicing:** Invoices are to be submitted upon completion of each event or a combination of two or more events. Invoices must be submitted via hard copy or electronically to the regional office listed below.

WVDEP-DLR-LCAP  
601 57<sup>th</sup> Street S.E.  
Charleston, WV 25304  
Attn: Catherine Guynn, LCAP Program Manager  
Email at [catherine.n.guynn@wv.gov](mailto:catherine.n.guynn@wv.gov).

**6. DELIVERY AND RETURN:**

**6.1.Delivery Time:** Vendor shall deliver standard orders within 10 days working days after orders are received. Vendor shall deliver emergency orders within 5 working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**6.2.Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3.Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4.Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract.
8. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. If access cards and/or keys are required:
- 8.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 8.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 8.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 8.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.\
9. **VENDOR DEFAULT**
- 9.1. The following shall be considered a vendor default under this Contract.
- 9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 9.1.2. Failure to comply with other specifications and requirements contained herein.
- 9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to Agency upon default.

9.2.1. Immediate cancellation of the Contract.

9.2.2. Immediate cancellation of one or more release orders issued under this Contract.

9.2.3. Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

**10.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**10.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**10.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract

**10.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Steve Stansfield

**Telephone Number:** 276-322-5467

**Fax Number:** --FAX NUMBER NA--

**Email Address:** Steve.Stansfield@mma1.com

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [ethics.wv.gov](http://ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Marshall Miller & Associates, Inc.

Address: 582 Industrial Park Road, Bluefield, VA 24605

Name of Authorized Agent: Steve Stansfield Address: 582 Industrial Park Road, Bluefield, VA 24605

Contract Number: CRFQ\_0313\_DEP2000000028 Contract Description: landfill water well monitoring

Governmental agency awarding contract: DEP

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

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

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: 14 MAY 2020

**Notary Verification**

State of Virginia, County of Tazewell:

I, Ronald K. Hite, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 14th day of May, 2020.

 #76960158  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by state agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Marshall Miller & Associates, Inc.

Authorized Signature:  Date: 14 MAY 2020

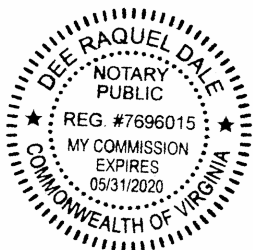
State of Virginia

County of Tazewell, to-wit:

Taken, subscribed, and sworn to before me this 14 day of May, 2020.

My Commission expires May 31, 2020.

**AFFIX SEAL HERE**



NOTARY PUBLIC 