



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
DEP12020

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF OIL & GAS
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED 11/20/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **12/12/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
<p>PLUGGING OF OIL AND NATURAL GAS WELLS</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DEPARTMENT OF OIL & GAS, IS SOLICITING BIDS FROM INTERESTED AND QUALIFIED VENDORS TO AWARD AN OPEN-END CONTRACT TO PROVIDE ALL LABOR & MATERIALS TO PLUG OIL & NATURAL GAS WELLS OF VARIOUS DEPTHS; AND THE RECLAMATION OF ALL LANDS DISTURBED IN ASSOCIATION WITH THE PLUGGING OPERATIONS IN ACCORDANCE WITH WEST VIRGINIA CODE 22-6.</p> <p>THE AGENCY INTENDS TO ISSUE MULTIPLE AWARDS, WITH A MINIMUM OF 1 AND NO MORE THAN 10 FOR THIS CONTRACT.</p> <p>WAGE RATES: THE CONTRACTOR/SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR DAVIS-BEACON ACT OR THE WV PREVAILING WAGE RATE AS ESTABLISHED FOR VARIOUS COUNTIES, PURSUANT TO THE WEST VIRGINIA CODE 21-5A, ET. SEQ. AND 42CSR7 RULES & REGULATIONS FOR THE WV PREVAILING WAGE ACT. FOR PREVAILING WAGE RATES PLEASE REFER TO: HTTP://WWW.WVSOS.ORG/ADLAW/WAGERATES/BUILDING05.HTM FOR QUESTIONS OR ASSISTANCE IN DETERMINING THE CORRECT PREVAILING WAGE RATES, CALL 558-7890, DIVISION OF LABOR.</p> <p>EXHIBIT 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

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

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/20/2006				

BID OPENING DATE: 12/12/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD, AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND 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) SUCCESSIVE 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 WITH 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>CERTIFICATION: VENDOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL EQUIPMENT AND PERSONNEL INVOLVED IN CONDUCTING ACTIVITIES UNDER THIS CONTRACT ARE PROPERLY LICENSED AND/OR CERTIFIED. THE VENDOR SHALL ALSO BE RESPONSIBLE FOR ALL PERMITS THAT MAY BE REQUIRED TO MOVE EQUIPMENT TO AND FROM THE JOB SITE.</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>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:			CB-23			
REQ. NO.:			DEP12020			
BID OPENING DATE:			12/12/2006			
BID OPENING TIME:			1:30 PM			
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

NAME OF CONTACT PERSON (PLEASE PRINT)						

***** THIS IS THE END OF RFQ DEP12020 ***** TOTAL: _____						

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STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Buyer: CB-23	Page 005	Req. or P.O. No: DEP12020
Spending Unit: Department of Environmental Protection Office of Oil & Gas		

Vendor:

Item No:	Quantity	Description	Unit Price	Amount
		<p>A SEPARATE QUOTE SHOULD BE SUBMITTED FOR EACH TYPE OF RIG THE CONTRACTOR HAS AVAILABLE FOR PLUGGING OIL AND NATURAL GAS WELLS.</p> <p>COMPLETE THE FOLLOWING FOR EACH RIG TYPE:</p> <p>BASE STATION ADDRESS:</p> <hr/> <hr/> <hr/> <p>TYPE OF RIG:</p> <hr/> <p>MODEL NUMBER:</p> <hr/> <p>OPTIONAL ADDITION OR MODIFICATION:</p> <hr/> <p>SERIAL NUMBER:</p> <hr/>		

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Buyer: CB-23	Page 006	Req. or P.O. No: DEP12020
Spending Unit: Department of Environmental Protection Office of Oil & Gas		

Vendor:

Item No:	Quantity	Description	Unit Price	Amount
		RIG (PER HOUR) -		
1.	300	2 Men Crew:	_____	_____
2.	900	3 Men Crew:	_____	_____
3.	300	4 Men Crew:	_____	_____
		*Equipment and truck rates shall be inclusive of operator.		
		TRUCKING (PER HOUR) -		
		(All trucks to be oil field equipped)		
4.	500	Tandem Truck w/winch:	_____	_____
5.	400	Tractor and Trailer w/winch:	_____	_____
6.	500	Pickup:	_____	_____
7.	100	Dump Truck (TANDEM):	_____	_____
8.	300	PER DIEM (PER MAN/EA.DAY):	_____	_____
		DOZER w/winch (PER HOUR) 4 hour minimum		
9.	600	Small Dozer: Cat D5C equiv. or smaller:	_____	_____
10.	600	Medium Dozer: Cat D6C equiv. or larger:	_____	_____
		BACKHOE (PER HOUR) 4 hour minimum -		
11.	1200	Rubber Tire (4X4) Backhoe:	_____	_____
12.	300	Excavator (JD450 or equiv.) Backhoe:	_____	_____
		POWER SWIVEL (PER HOUR USE) - 4 hour minimum		
13.	300	25 ton or equiv.:	_____	_____
14.	25	35 ton or equiv.:	_____	_____

**STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET**

Buyer: CB-23	Page 007	Req. or P.O. No: DEP12020
Spending Unit: Department of Environmental Protection Office of Oil & Gas		

Vendor:

Item No:	Quantity	Description	Unit Price	Amount
		MUD PUMP (PER HOUR) - 4 hour minimum (includes all hoses & attachments)		
15.	300	4 x 6 or equiv.:	_____	_____
16.	50	5 x 7 or equiv.:	_____	_____
17.	50	5 x 10 or equiv.:	_____	_____
		POWER TONGS (PER DAY)		
18.	100	4 1/2" or smaller:	_____	_____
19.	10	Over 4 1/2" up to 8 5/8":	_____	_____
20.	3	Larger than 8 5/8":	_____	_____
		PIPE CUTTING (EACH CUT) (charge for logging truck) -		
21.	10	7" - 9 5/8":	_____	_____
22.	25	4 1/2" - 6 5/8":	_____	_____
23.	10	2 3/8" - 3 1/2":	_____	_____
24.	3	DOWNHOLE CAMERA (PER DAY)	_____	_____
		MISC. LOGGING (each run down hole):		
25.	10	Free point	_____	_____
26.	10	Collar Locator	_____	_____
27.	10	Check T.D.	_____	_____
	25	Perforating Casing		
28.	10	7" - 10 3/4"	_____	_____
29.	10	4 1/2" - 6 5/8"	_____	_____
30.	10	2 3/8" - 3 1/2"	_____	_____
		CASING AND TUBING PURCHASE (PER FOOT) -		
31.	20	13 3/8" new:	_____	_____
32.	20	used:	_____	_____
33.	20	10 3/4" new:	_____	_____
34.	100	used:	_____	_____
35.	20	8 5/8" new:	_____	_____
36.	150	used:	_____	_____

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Buyer: CB-23	Page 008	Req. or P.O. No: DEP12020
Spending Unit: Department of Environmental Protection Office of Oil & Gas		

Vendor:

Item No:	Quantity	Description	Unit Price	Amount
CASING AND TUBING PURCHASE continued -				
37.	75	7" new:	_____	_____
38.	300	used:	_____	_____
39.	40	4 1/2" new:	_____	_____
40.	100	used:	_____	_____
41.	25	3 1/2" new:	_____	_____
42.	25	used:	_____	_____
43.	500	2 3/8" new:	_____	_____
44.	500	used:	_____	_____
45.	500	1 1/2" new:	_____	_____
46.	500	used:	_____	_____
CASING AND TUBING RENTAL new or used (PER FOOT) - (PER WELL)				
47.	300	7":	_____	_____
48.	300	4 1/2":	_____	_____
49.	10,000	2 7/8":	_____	_____
50.	10,000	2 3/8":	_____	_____
51.	300	1 1/2":	_____	_____
52.	100	WATER PUMPED 3" TRASH PUMP (PER HOUR):	_____	_____
53.	750	OILFIELD EQUIPPED VACUUM WATER TRUCK: (PER HOUR) (incl. DRIVER)	_____	_____
WATER TANK (PER TANK PER WELL) -				
54.	40	100 barrel:	_____	_____
55.	10	greater than 100 barrel:	_____	_____
56.	15	OIL TANK DISPOSAL (PER TANK) (Trucking Not Included)	_____	_____
57.	45000	DISPOSAL OF GEL (PER BARREL) (Trucking Not Included)	_____	_____

**STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET**

Buyer: CB-23	Page 009	Req. or P.O. No: DEP12020
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Vendor:

Spending Unit:
Department of Environmental Protection
Office of Oil & Gas

Item No:	Quantity	Description	Unit Price	Amount
58.	1500	DISPOSAL OF SALT WATER (PER BARREL) (*Trucking Not Included)	_____	_____
59.	50	DISPOSAL OF DRILL CUTTINGS (PER TON) (*Trucking Not Included)	_____	_____
60.	300	AQUA GEL MIXED / 100 LBS: (*Trucking & labor not included)	_____	_____
61.	5,000	CEMENT MIXED / 94 LBS SACK: (*Trucking & labor not included)	_____	_____
62.	1,000	GRAVEL HAULED (PER TON): (*Trucking & labor included)	_____	_____
		GALVANIZED CULVERTS (PER FOOT) -		
63.	100	12 inch:	_____	_____
64.	100	16 inch:	_____	_____
65.	100	20 inch:	_____	_____
66.	100	24 inch:	_____	_____
67.	100	36 inch:	_____	_____
68.	150	STEEL MUD PIT (PER PIT/PER WELL):	_____	_____
69.	50	PIT LINER (EACH):	_____	_____
70.	500	LIME* (PER 50# SACK):	_____	_____
71.	250	FERTILIZER* (PER 50# SACK):	_____	_____
72.	2,500	SEED* (PER POUND):	_____	_____

**STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET**

Buyer: CB-23	Page 010	Req. or P.O. No: DEP12020
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Vendor:

Spending Unit:
Department of Environmental Protection
Office of Oil & Gas

Item No:	Quantity	Description	Unit Price	Amount
		MULCH* (PER BALE) -		
73.	1,000	Straw:	_____	_____
74.	500	Hay:	_____	_____
75.	500	BRUSH / ROUSTABOUT CREW* (PER HOUR) - (*two men, pickup, and hand tools):	_____	_____
76.	500	ADDITIONAL LABOR (PER MAN HOUR):	_____	_____
77.	500	SILT FENCING (PER FOOT):	_____	_____
78.	100	TYPAR (TYRAPLEX) (PER SQUARE FOOT):	_____	_____
79.	40	MONUMENT (EACH) -	_____	_____
80.	20	PORTABLE TOILET (PER WEEK):	_____	_____
		DRILL PIPE (PER FOOT) -		
		first 5 days		
81.	500	2 3/8":	_____	_____
82.	500	2 7/8":	_____	_____
83.	500	3 1/2":	_____	_____
		each additional days		
84.	10	2 3/8":	_____	_____
85.	10	2 7/8":	_____	_____
86.	10	3 1/2":	_____	_____
		DRILL COLLARS (PER COLLAR) -		
		first 5 days		
87.	10	2 7/8":	_____	_____
88.	10	3 1/2":	_____	_____
89.	10	4 3/4", 6 1/4":	_____	_____

STATE OF WEST VIRGINIA
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Vendor:

Spending Unit:
Department of Environmental Protection
Office of Oil & Gas

Item No:	Quantity	Description	Unit Price	Amount
		each additional days		
90.	10	2 7/8":	_____	_____
91.	10	3 1/2":	_____	_____
92.	10	4 3/4", 6 1/4":	_____	_____
		TOOTH DRILL BITS (PER BIT NEW)(PURCHASE) -		
93.	1	12 1/4" - 13 5/8":	_____	_____
94.	3	9" - 11 3/4":	_____	_____
95.	5	6 1/4" - 8 3/4":	_____	_____
96.	5	4 7/8" & smaller:	_____	_____
		TOOTH DRILL BITS (PER BIT USED)(PURCHASE) -		
97.	1	12 1/4" - 13 5/8":	_____	_____
98.	3	9" - 11 3/4":	_____	_____
99.	5	6 1/4" - 8 3/4":	_____	_____
100.	5	4 7/8" & smaller:	_____	_____
101.	100	WELDER / CUTTING TORCH (PER HOUR)*: *(equipment and experienced operator)	_____	_____
		ROTATING HEAD (PER DAY) -		
102.	2	7" and smaller:	_____	_____
103.	2	greater than 7":	_____	_____
		BLOW OUT PREVENTER (PER DAY) -		
104.	2	7" and smaller:	_____	_____
105.	2	greater than 7":	_____	_____

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Spending Unit:
Department of Environmental Protection
Office of Oil & Gas

Item No.	Quantity	Description	Unit Price	Amount
OIL ABSORBENT SUPPLIES -				
Absorbent Booms (EACH)				
106.	50	10 ft:	_____	_____
107.	2	25 ft:	_____	_____
108.	2	50 ft:	_____	_____
Skirted Booms (EACH)				
109.	5	10 ft:	_____	_____
110.	2	25 ft:	_____	_____
111.	2	50 ft:	_____	_____
Absorbent Pads				
112.	50	2'x2' (PER BUNDLE):	_____	_____
113.	20	2'X2' (PER ROLL):	_____	_____
114.	25	Peat Sorb (PER BAG):	_____	_____
PRICE OF VARIOUS FISHING TOOLS -				
(list each type for the first three days and each additional day)				
115.	10	1: (1" - 3 1/2") Tubing Spear (first three days)	_____	_____
116.	5	Each additional day	_____	_____
117.	10	2: (4" - 8 5/8") Casing Spear (first three days)	_____	_____
118.	5	Each additional day	_____	_____
119.	5	3: (1" - 3 1/2") Overshot (first three days)	_____	_____
120.	10	Each additional day	_____	_____
121.	5	4: (4" - 8 5/8") Overshot (first three days)	_____	_____
122.	10	Each additional day	_____	_____
123.	10	5: (4" - 8") Rotary Shoe (first three days)	_____	_____
124.	10	Each additional day	_____	_____
125.	5	6: (2" - 6") Center Spear (first three days)	_____	_____
126.	5	Each additional day	_____	_____
127.	5	7: Impression Block (first three days)	_____	_____
128.	5	Each additional day	_____	_____
129.	5	Magnet 3" - 7" (per day)	_____	_____
TOTAL			_____	_____

STATE OF WEST VIRGINIA
PURCHASING CONTINUATION SHEET

Buyer: CB-23	Page 013	Req. or P.O. No: DEP12020
Spending Unit: Department of Environmental Protection Office of Oil & Gas		

Vendor:

Procedure for Contracting Work

Work directives for individual sites or projects will be issued to a qualified contractor in a manner which will be most advantageous to the State. The contractor with the lowest bid items that are indicated in the work directive will be selected. If low bidder is not available then the next lowest will be selected.

Down Equipment

Equipment shall be considered down if it is out of production for more than two (2) hours due to mechanical failure or other conditions and no pay will be authorized until production is resumed. The Department of Environmental Protection will not pay for time for fueling and lubrication of the unit(s).

Emergency Situation/Project

In the event that an emergency situation should arise that requires immediate attention regarding plugging oil and natural gas wells and may also require the halt of current operations, the WV DEP reserves the right to request the vendor to relocate to assist with the emergency.

Workmanship

The Office of Oil and Gas reserves the right to terminate any plugging job which does not conform with reasonable production standards. Production standards will be based on historical performance data under similar circumstances.

Only vendors who show evidence of employment of qualified and experienced operators who have satisfactory performance reputation in this specialized field will be considered.

Basis of Payment

The vendor will invoice the Office of Oil and Gas upon completion of plugging work and reclamation. In the event that a job exceeds a 30-day work period, vendors will be permitted to submit monthly invoices for actual services rendered. Invoices will then be submitted monthly or upon completion of the project, whichever occurs first.

The invoice shall be itemized showing hours worked and all related expenses.

Fiscal Funding

It is understood that if the West Virginia Department of Environmental Protection is not allocated funds for the future succeeding fiscal periods for the continued procurement of the services covered by this agreement, the West Virginia Department of Environmental Protection shall be obligated to pay all charges incurred through the end of such fiscal period at which time this agreement shall automatically terminate. No penalty shall accrue to the West Virginia Department of Environmental Protection in the event the provision for non-appropriation of funds is exercised. This provision shall not be construed so as to permit the West Virginia Department of Environmental Protection to terminate the agreement in order to acquire similar services from another vendor or source.

A F F I D A V I T

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 exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

Authorized Signature: _____ Date: _____