



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  
**DEP13900**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**ENVIRONMENTAL PROTECTION**  
**DEPARTMENT OF**  
**OFFICE OF AML&R**  
**601 57TH STREET SE**  
**CHARLESTON, WV**  
**25304**                      **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>03/29/2007</b>				

BID OPENING DATE: **04/19/2007**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>0001</b>	<b>1</b>	<b>JB</b>		<b>962-16</b>		
<b>DRILLING SERVICES FOR SOUTHERN DISTRICT</b>						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S ABANDONED MINE LANDS AND RECLAMATION, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE DRILLING SERVICES IN THE SOUTHERN COUNTIES OF WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, TERMS &amp; CONDITIONS, BID REQUIREMENTS, AND THE BID SCHEDULE AS ATTACHED.</p> <p>THESE SERVICES WILL RESULT IN THE DEVELOPMENT OF INVESTIGATION REPORTS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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.

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**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  
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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

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<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</b></p> <p><b>REV. 04/11/2001</b></p> <p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p><b>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</b></p> <p><b>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><b>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</b></p> <p><b>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR</b></p>						

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<p>WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE</p>						

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<p>DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

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TITLE: -----						
<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)            IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU AR            ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM            5% PREFERENCE FOR BOTH "A" AND "B".</p> <p>(REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A 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 SHOULD CONTAIN THIS INFORMATION ON THE FACE OF            THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:                                      CB-23</p> <p>RFQ. NO.:                                      DEP13900</p> <p>BID OPENING DATE:                      04/19/2007</p> <p>BID OPENING TIME:                      1:30 PM</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						
***** THIS IS THE END OF RFQ DEP13900 ***** TOTAL:						_____

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## SECTION A – DEFINITIONS

1. “Secretary” refers to the Cabinet Secretary of the West Virginia Department of Environmental Protection.
2. “Contract” refers to the agreement or Purchase Order requested by the Owner and accepted by the Contractor, together with all the provisions of this RFQ and all parts of said agreement or Purchase Order.
3. “Contractor” refers to the person, company or firm contracting with the State to furnish the services called for by the contract.
4. “Assistant Director” refers to the Chief of the Office of Abandoned Mine Lands and Reclamation, of the West Virginia Department of Environmental Protection.
5. “Offeror” refers to the person, firm or company offering to furnish the services called for in this Request For Proposals (RFQ).
6. “Owner”, “State”, or “Department of Environmental Protection (DEP)”, to refer to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation.
7. “Services” or “Work” shall refer to all labor, supervision, materials, machinery, equipment, tools, supplies, facilities, etc. called for in the Work Directives and Bid Schedule Items issued.

## **SECTION B – INFORMATION FOR BIDDERS**

The State of West Virginia, Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation, is requesting proposals for performance of geotechnical and subsurface investigation (drilling) services for the Southern District of West Virginia. These services will result in the development of investigation reports. A detailed description of the scope of work may be found in Section C of this RFQ. There will be no engineering services for this contract.

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

A responsive proposal shall include an original Cost Proposal. The proposal shall include the names, signatures and telephone numbers of persons authorized to conduct negotiations and contractually bind your firm. Also, a primary location (main office) of where most of the services will be completed must be identified. Proposals will be considered only from those offerors who can meet the minimum qualification criteria set forth in Section D herein. Offerors should be careful not to include in their proposal items that are beyond the scope of services required in this RFQ. The proposal should provide the State with the most favorable terms from a technical and cost standpoint. Also, required shall be a bid bond or certified check in the amount of 5 percent (5%) of the total bid.

The State reserves the right to reject any or all proposals, or to advertise separately with any source(s) considered qualified for the performance of services described in this RFQ, or for other services as may be required by the State for correcting problems arising from abandoned mine lands.

## **SECTION C – SCOPE OF SERVICES**

### **Background**

DEP is mandated by the Surface Mining Control and Reclamation Act of 1977, Public Law 95-87, to reclaim lands and water affected by coal mining that impose social and economic costs on residents, impair environmental quality, prevent or damage the beneficial use of land or water resources or endanger the health and safety of the public.

### **Statement of Work**

The work involves environmental problems such as water impoundments, pollution of ground and surface waters, subsidence, landslides, refuse piles, mine and refuse pile fires, open mine shafts, highwalls, strip pits and any problems associated with abandoned mine lands. The level of effort required for subsurface investigations, testing and analysis might vary with the complexity of the problem. The President or Officer of the Company shall certify all work as being correct.

### **Scope of Work**

The scope of work shall include surface and subsurface investigation, testing (field and laboratory) and reporting test results to DEP AML Internal Design personnel. Also, all tests and testing shall be accomplished according to ASTM applicable standards. All Laboratories used for testing shall have the proper State qualifications/certifications. Offeror must provide a chain-of-custody form for all samples and obtain certifiable results for any and all testing.

#### **I. Subsurface and Surface Investigations**

The type of subsurface investigations an offeror must be capable of providing include the following:

- A. Core Borings
  - 1. Soil Boring with Standard Penetration Tests
  - 2. Rock Core Borings
  - 3. Piezometer Installation
  - 4. Mobilization and Demobilization
- B. Rotary Boreholes for TV Camera Viewing
- C. Geotechnical Testing

## II. Providing Core Borings

### A. Soil Boring with Standard Penetration Tests

#### 1. Scope of Work

The Contractor shall drill or bore standard diameter holes into and through the soil mantle to bedrock and conduct Standard Penetration Tests and collect samples in conformance with instructions by a DEP representative. The purpose of the soil boring with Standard Penetration Tests and collecting samples is to determine the nature and characteristics of the soil material over the bedrock.

#### 2. Drilling Equipment

The Contractor shall furnish a power-driven earth boring rig to provide a clean standard diameter hole to depths specified for Standard Penetration Tests, NX rock core boring, and other in-place tests. The equipment shall include a split barrel sampler and drive weight assembly as required by ASTM Specification D-1586, shelly tube sampler, and sand traps, core retainers, and other devices used to retain the samples. Accessories, casing, power for driving and sampling, data sheets, labels, sample containers, boxes and other necessary supplies will be furnished by the Offeror.

### B. Rock Core Borings

#### 1. Scope of Work

The Contractor shall drill or bore holes and recover cores of all firm consolidated material as specified herein. The purpose of rock core boring is to obtain continuous and complete rock cores of bedrock to determine its location and characteristics.

#### 2. Drilling Equipment

The Contractor shall furnish a rotary drill rig complete with accessories, supplies, and competent operators. The drill rig must be mobile, either truck, trailer, wheel, track and skid mounted, powered by an engine, capable of drilling vertical holes to depths of 200 feet.

Accessories and supplies for drilling shall include all casing, drill rods, coring bits, piping, pumps, tools, water supply and power.

Rock drilling shall be done in such a manner so as to produce standard diameter rock core.

### C. Piezometer

#### 1. Scope of Work

The Contractor shall furnish all materials, supervision, labor and Equipment to assemble and install piezometers in the boreholes at the locations described by the Owner.

#### 2. Materials

##### a. Piezometers

Piezometers shall consist of a 3 to 5 foot minimum long tip section of commercially slotted (No. 20 slot) standard diameter Schedule 40, polyvinyl chloride pipe, meeting the requirements of ASTM D-1784 with solvent cemented slip-on joints or threaded flush-joint pipe or commercially slotted aluminum piezometers. The top of the riser shall be threaded to accept a threaded heavy duty PVC cap with 1/8" diameter vent hole.

##### b. Casing/Locks

The casing shall consist of 6-inch minimum diameter, 36-inch long A36 steel pipe. The top of the casing shall be provided with a hinged steel lid and provided with a steel lock and key. The casing shall be anchored in place with an 8-inch minimum thick, 18-inch minimum diameter concrete base.

### D. Mobilization and Demobilization

#### 1. Scope of Work

The work shall consist of delivery to the site, setting up on the site, and removal from the site all equipment, materials, supplies, and personnel required for this contract. It shall also include any dozer (CAT D-3 or equal) or excavator (Komatsu PC120 or equal) work required for difficult access.

#### 2. Mobilization

Mobilization shall consist of the delivery to the site(s) of all operators, plant equipment, materials, and supplies to be furnished by the Offeror at the beginning of the work and at any time during the process of the work; the complete assembly in satisfactory working order of all equipment used on the site; and the storage at

the site of all materials, equipment, supplies, and samples to the satisfaction of DEP. A complete Mobilization Report may be submitted to the DEP upon completion of the initial mobilization if requested. This report shall provide the names and job titles of each member of the Offeror's personnel on site and a description of each piece of equipment which has been delivered. Mobilization shall begin within 72 hours of Notice to Proceed.

### 3. Adequacy of Equipment

Prior to commencement of work, the Contractor's equipment shall be inspected and shall be subject to the approval of DEP. If the equipment delivered to the site does not meet the requirements specified in the contract, or if, as a result of frequent breakdowns after the equipment is in use or for other causes, the original equipment cannot be operated efficiently, the Offeror shall deliver to the site satisfactory replacement equipment. No additional payment shall be allowed for replacement of defective or inadequate equipment. DEP shall be final judge as to the adequacy of the equipment.

### 4. Demobilization

Demobilization shall consist of the removal from the site(s) all operators, equipment, supplies, and other items brought onto the site by the Offeror. This includes the disassembling and loading of equipment, cleanup of the site(s), backfilling of all holes with neat cement from approximately 2 feet above coal seam to the surface. Casing shall be removed or will be cut approximately 2 feet below surface and the surface area filled with cement. All damage to streets and sidewalks shall be restored to pre-existing conditions. All vegetated areas disturbed during the drilling operations including access roads, shall be regraded, fertilized, limed, mulched and seeded.

It shall be the Contractor's responsibility to leave the site in good physical condition. Access roads shall be waterbarred and any area disturbed by the Offeror in performing his work shall be left in a suitable condition.

All drill logs and reports shall be submitted to the AML representative within 5 working days after drilling is completed.

## 5. Measurement and Payment

Payment for mobilization and demobilization will be made at the contract price per mile based upon direct road mileage from the Offeror's place of business or another AML site to the project and return. This location must be identified in the cost proposal. The payment for dozer/backhoe work for difficult access shall be on a per hour basis. The payment for dozer/backhoe work for reclamation shall be on a per hour basis.

### E. Hazardous Material Testing

1. Contractor will take samples and have the samples analyzed per state and federal regulations. Mobilization and demobilization for this testing shall include obtaining samples and transportation. Item will be paid one-way only.

## III. Rotary Boreholes for Video Viewing

### A. Equipment

The equipment shall consist of rotary drilling equipment sufficient to produce a borehole of sufficient diameter for the insertion of a video camera. Said equipment shall advance the hole by use of a rotary motion only. No percussion equipment will be allowed. The large diameter vertical holes may be completed with a roller rock bit, rotary-drilling method approved by the owner. This item may require the need for a winkie drill or equal. All down-hole work shall be included in various pricing.

### B. Supplies

Supplies for drilling shall include all casing, drill rods, bits, remaining shells, piping, pumps, water tools, water supply, power and all other items not included herein, but required for satisfactory performance of required work.

### C. Video Monitoring

**SECTION D – CONTRACTUAL INFORMATION & REQUIREMENTS**

Article 1 – Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services for all of the scope of work required in this contract.

Article 2 – Location of Work

The area of work shall include the Northern region of West Virginia. The counties listed below are the coal producing counties in this region and those in parenthesis represent where most of the work required in this contract is located.

- |                 |                |
|-----------------|----------------|
| 1. (Hancock)    | 21. Pocahontas |
| 2. (Brooke)     | 22. (Randolph) |
| 3. (Ohio)       | 23. Pendleton  |
| 4. Marshall     | 24. (Gilmer)   |
| 5. Wetzel       | 25. Calhoun    |
| 6. Tyler        |                |
| 7. (Monongalia) |                |
| 8. (Preston)    |                |
| 9. (Marion)     |                |
| 10. Doddridge   |                |
| 11. (Harrison)  |                |
| 12. (Taylor)    |                |
| 13. Mineral     |                |
| 14. (Grant)     |                |
| 15. (Tucker)    |                |
| 16. (Barbour)   |                |
| 17. (Lewis)     |                |
| 18. (Braxton)   |                |
| 19. (Upshur)    |                |
| 20. (Webster)   |                |

Article 3 – Period of Contract

The contract shall become effective from the date of award and shall continue for a period of one (1) year or until such reasonable time thereafter as is necessary to obtain a new contract or renew the original contract. The reasonable time period shall not exceed twelve (12) months. During said reasonable time, the Contractor may terminate this contract for any reason upon giving the State thirty (30) days written notice.



#### Article 4 – Ordering Procedure

- A. This is an indefinite quantity contract for the services specified in the Statement of Work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the Assistant Director or his agent (Internal Design Manager) by issuance of a Work Directive, which shall include the location of the project site, the specific problem, the work to be performed, and the time frame during which the work must be completed. The individual project cost proposal which contains the quantity estimates shall be in accordance the unit prices provided in the response to this RFQ. Project costs should not exceed the amount of the Work Directive. Any changes require written justification from the AML Internal Design Manager.

#### Article 5 – Delivery

- A. The Offeror shall prepare and submit all original tests and boring results for each Work Directive and deliver within five (5) working days after drilling is completed.
- B. Final inspection and acceptance will be made by the Assistant Director or his authorized representatives.
- C. Acceptance criteria will be based upon deliverable items meeting accepted professional standards for technical content, workmanship, clarity and completeness. Deliverable items rejected under this criteria, or other work not performed in accordance with this contract or as specified in Work Directives, shall be returned and corrected at the Contractor's expense.

#### Article 6 – General Conditions

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

- B. The Contractor shall maintain insurance as follows:

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

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

- C. The Contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.
- D. DEP shall be responsible for obtaining all rights of entry for each project. Copies of rights of entry for each property owner will be on file in both the Charleston DEP office and the respective DEP field office.
- E. The work and services to be performed under this contract shall be subject to continued monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure technical compliance.
- F. In accomplishing services to fulfill the requirements of Work Directives, neither Contractor or his Subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.
- G. Any Contractor shall be ineligible to bid on any aspect of the construction phase of a project if it prepared any part or aided in the preparation of any part of the construction contract documents.
- H. DEP may retain ten percent (10%) of the Offeror's invoices until such time as the Director is satisfied that all of the conditions of the contract have been met.

#### Article 7 – Costs and Payments

- A. Payment to the Contractor will be made on the basis of the items and unit prices outlined in the Purchase Order and Work Directive. (See Section E of this RFQ for an example).

- B. The Offeror shall invoice after the completion of work specified in the Work Directive and after submission of all required work when the performance period is less than twenty-one (21) days. Invoices may be submitted monthly when the performance period exceeds 21 days. The Notice to Proceed date shall be the beginning of the performance period. The State may retain ten percent (10%) of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months. However, final payment (except for any retainage which may be held) will only be made after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. Invoices showing costs (unit prices) not clearly identifiable will not be paid. Also, no invoices will be paid in excess of amount on Work Directive. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Contractor.

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

#### Article 8 – Changes in the Contract

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

#### Article 9 – Contract Renewal

- A. This contract may be renewed upon the mutual consent of both parties to the agreement. Notice of the Offeror's desire to renew shall be submitted in writing to the Director of the DEP thirty (30) days prior to the expiration date of the contract. 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.

**SECTION E – COST PROPOSAL FORM****Personnel Costs / Labor Rates**

The Offeror is requested to use the following unit cost format for easy reference and examination of the Cost Proposal. The presented unit rates shall be the most favorable which the Offeror can submit to the Department of Environmental Protection.

Quantities listed on the bid schedule are estimates and are established for bid evaluation purposes ONLY. The award will be made to the responsible bidder with the lowest total bid price. The open-end contract will contain the unit prices ONLY.

# BID SCHEDULE

WV-36  
Rev. 10/81

## STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET

Buyer: .....	Page <b>020</b>	Req. or P.O. No: DEP13900
Spending Unit:		

Vendor:

### DEP AML DRILLING OPEN-END CONTRACT Southern Region

Item No:	Quantity	Description	Unit Price	Amount
1	3,000 LF	Soil Borings	_____	\$ _____
2	200 Ea.	Split Spoon Samples	_____	\$ _____
3	75 Ea.	Shelby Tube Samples	_____	\$ _____
4	4,000 LF	Rock Core Boring	_____	\$ _____
5	175 HRS	Portable Drill Unit (Winkie)	_____	\$ _____
6	1,800 LF	PVC Piezometer Installation	_____	\$ _____
7	50 Ea.	Casing/Locks	_____	\$ _____
8	4,000 Miles	Mobilization/Demobilization (per each Rig) both ways	_____	\$ _____
9	300 Hrs.	Dozer Time for Difficult Access/Reclamation (CAT D-3 or equal)	_____	\$ _____
10	300 Hrs.	Backhoe Time for Test Pits/Reclamation (Komatsu PC120 or equal)	_____	\$ _____
11	150 LF	Rotary Drilling for Video Monitoring	_____	\$ _____
12	150 LF	Casing for Video Monitoring	_____	\$ _____
13	5 Days	Video Monitoring	_____	\$ _____
<u>14</u>		<u>Laboratory Tests</u>		
a.	10 Ea.	Moisture Content	_____	\$ _____
b.	10 Ea.	Atterberg Plastic Limit	_____	\$ _____
c.	10 Ea.	Atterberg Liquid Limit	_____	\$ _____
d.	10 Ea.	Sieve Analysis with No. 200 Wash	_____	\$ _____
e.	10 Ea.	Sieve Analysis without No. 200 Wash	_____	\$ _____
f.	10 Ea.	Hydrometer Analysis	_____	\$ _____
g.	10 Ea.	Unconfined Compression	_____	\$ _____
h.	10 Ea.	In Place Density	_____	\$ _____

# BID SCHEDULE

WV-36  
Rev. 10/81

STATE OF WEST VIRGINIA  
PURCHASING CONTINUATION SHEET

Buyer: _____	Page <b>021</b>	Req. or P.O. No: DEP13900
Spending Unit: _____		

Vendor: \_\_\_\_\_

## DEP AML DRILLING OPEN-END CONTRACT Southern Region

Item No:	Quantity	Description	Unit Price	Amount
i.	10 Ea.	Standard Proctor Compaction	_____	\$ _____
j.	20 Ea.	Temperature Probe Reading	_____	\$ _____
k.	10 Ea.	Float Sink Analysis (with various specific gravities)	_____	\$ _____
l.	10 Ea.	% Ash	_____	\$ _____
m.	10 Ea.	% Volatiles	_____	\$ _____
n.	10 Ea.	% Fixed Carbon	_____	\$ _____
o.	10 Ea.	% Sulphur	_____	\$ _____
p.	10 Ea.	BTU	_____	\$ _____
<u>15.</u>		<u>Triaxial Compression or Direct Shear</u>		
a.	5 Ea.	Unconsolidated Undrained	_____	\$ _____
b.	5 Ea.	Consolidated Undrained	_____	\$ _____
c.	5 Ea.	Consolidated Drained	_____	\$ _____
d.	5 Ea.	Sodium Sulfate Soundness Test ASTM C88	_____	\$ _____
<u>16</u>		<u>Miscellaneous Services</u>		
a.	5 Ea.	(1) acid-base account	_____	\$ _____
b.	5 Ea.	(2) nutrients	_____	\$ _____
c.	10 Ea.	(3) PH (field)	_____	\$ _____
d.	10 Ea.	(4) PH (lab)	_____	\$ _____
e.	500 Miles	(5) Mobilization/De-Mobilization Haz-Mat Testing (One Way Only)	_____	\$ _____
f.	10 Ea.	(6) Asbestos	_____	\$ _____
g.	10 Ea.	(7) Total Petroleum Hydrocarbons	_____	\$ _____
h.	10 Ea.	(8) BETX	_____	\$ _____
i.	10 Ea.	(9) PCB's	_____	\$ _____
<b>TOTAL BID</b>				\$ _____

# 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](http://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: \_\_\_\_\_