



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  
**DEP13953**

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  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2007				

BID OPENING DATE: **11/15/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-96		
<p><b>WELL DRILLING SERVICES</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ENVIRONMENTAL REMEDIATION, SEEKS BIDS TO INSTALL NEW MONITORING WELLS AND MAINTAIN EXISTING WELLS AT DIFFERENT LOCATIONS IN WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS &amp; CONDITIONS, AND THE BID SCHEDULE AS ATTACHED.</p> <p>A MANDATORY PRE-BID IS SCHEDULED FOR TUESDAY, 10/30/07 AT 10:00 AM AT DEP HEADQUARTERS AT 601 57TH STREET, CHARLESTON, WV 25304. (304.926.0499) FAILURE TO ATTEND THE MANDATORY PRE-BID CONFERENCE WILL RESULT IN BID DISQUALIFICATION.</p> <p>IT IS THE AGENCY'S INTENTION TO RENEW THIS CONTRACT FOR TWO(2) ONE-YEAR RENEWAL PERIODS. THE QUANTITIES LISTED ARE CONSTANT FOR THE FIRST YEAR; HOWEVER IT IS POSSIBLE THAT AT SOMETIME DURING THE RENEWAL PERIODS ADDITIONAL FIELD SERVICE SITES MAY BE ADDED OR SOME PRESENT FIELD SERVICE SITES ELIMINATED. THEREFORE, THE UNIT PRICES QUOTED WILL PREVAIL, THUS ALTERING THE TOTAL PROJECT COST FOR THE RENEWAL PERIODS FROM THAT OF THE ORIGINAL CONTRACT YEAR. THIS POTENTIAL QUANTITY CHANGE WILL BE ADDRESSED BY CHANGE ORDERS. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</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 may be deemed null and void, and 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  
Post Office Box 50130  
Charleston, WV 25305-0130



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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CONTRACT.</b></p> <p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</b></p> <p><b>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.</b></p> <p><b>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.)</b></p> <p><b>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.</b></p> <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</b></p>						

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<p><b>ORDER.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR THE COUNTIES HEREIN, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p> <p><b>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</b></p> <p><b>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</b></p> <p><b>LIQUIDATED DAMAGES: ACCORDING TO WV CODE 5A-3-4(B), THE VENDOR AGREES THAT LIQUIDATED DAMAGES SHALL BE IMPOSED AT THE RATE OF \$100.00 PER DAY, FOR THE FAILURE TO PROVIDE DELIVERABLES AT THE AGREED UPON DATE IDENTIFIED IN EACH INDIVIDUAL RELEASE OF THE CONTRACT. THIS CLAUSE SHALL IN NO WAY BE CONSIDERED EXCLUSIVE AND</b></p>						

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<p>SHALL NOT LIMIT THE STATE OR DEP'S RIGHT TO PURSUE ANY OTHER ADDITIONAL REMEDY TO WHICH THE STATE OR DEP MAY HAVE LEGAL CAUSE FOR ACTION INCLUDING FURTHER DAMAGES AGAINST THE VENDOR.</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p>						

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<p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1            .....</p> <p>NO. 2            .....</p> <p>NO. 3            .....</p> <p>NO. 4            .....</p> <p>NO. 5            .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>						

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<p>VENDOR MUST CLEARLY 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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p>						

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<p><b>CONTRACTORS LICENSE NO.:</b> .....</p> <p><b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</b></p> <p><b>APPLICABLE LAW</b></p> <p><b>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</b></p> <p><b>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</b></p> <p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p>						

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<p>SEALED BID</p> <p>BUYER: CB-23</p> <p>REQ. NO.: DEP13953</p> <p>BID OPENING DATE: 11/15/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ DEP13953 ***** TOTAL: _____</p>						

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**REQUEST FOR QUOTES**

**DEP13953**

**WEST VIRGINIA DEPARTMENT  
of  
ENVIRONMENTAL PROTECTION**

***OFFICE OF ENVIRONMENTAL REMEDIATION***

***LANDFILL CLOSURE ASSISTANCE PROGRAM***

**Installation of new monitoring wells and maintenance  
of existing wells at  
various locations in WV**

**INFORMATION FOR BIDDERS**

The State of West Virginia, Department of Environmental Protection's Office of Environmental Remediation, is requesting quotes for the installation of new monitoring wells and maintenance of existing wells at various locations in WV. There will be no engineering services for this contract.

**General Conditions:** A mandatory Pre-bid Conference will be held at the WVDEP, Office of Environmental Remediation located at 601 57<sup>th</sup> Street S.E. Charleston, WV 25304, on Tuesday, 10/30/2007 at 10:00 am.

DEP will enter into a contract for these services with one (1) contractor. Work will be completed in accordance with the criteria set forth in this RFQ. The contract shall become effective from the date of award and shall continue for a period of one (1) year or until all work has been completed.

**BACKGROUND**

The West Virginia Department of Environmental Protection (WVDEP), Division of Land Restoration (DLR), Landfill Closure Assistance Program (LCAP) is responsible for the closure and maintenance of landfills throughout West Virginia. Each landfill has a groundwater-monitoring plan in place. LCAP has conducted a hydrological review of each landfill and the existing monitoring well system. This request for quotes will address any deficiencies found within these systems.

**SERVICES REQUIRED**

The WVDEP/LCAP is requesting quotes to properly install monitoring wells and maintain existing wells at various locations throughout West Virginia.

**Landfills to receive work:**

- |                               |                   |
|-------------------------------|-------------------|
| 1) Buckhannon Landfill        | Upshur County     |
| 2) Capon Springs              | Hampshire County  |
| 3) Central WV Refuse Landfill | Braxton County    |
| 4) Clarksburg Landfill        | Harrison County   |
| 5) Don's Disposal Landfill    | Kanawha County    |
| 6) Grant County Landfill      | Grant County      |
| 7) Mingo County Landfill      | Mingo County      |
| 8) Moundsville Landfill       | Marshall County   |
| 9) Monongalia County Landfill | Monongalia County |
| 10) Montgomery Landfill       | Fayette County    |
| 11) Morgan County Landfill    | Morgan County     |
| 12) Pine Creek/Omar Landfill  | Logan County      |
| 13) South Charleston Landfill | Kanawha County    |
| 14) Wheeling Landfill         | Ohio County       |

The WVDEP/LCAP shall be responsible for obtaining the right of entries.

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

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

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

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

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

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

All well installation, abandonment modification and development shall be done in accordance with 47CSR59 “Monitoring Well Regulations” and 47CSR60 “Monitoring Well Design Standards” and WVDEP Division of Water and Waste Management's Solid Waste Rules and Regulations.

**All work shall be directed and certified by a West Virginia Certified Well Driller.**

All work plans associated with well installation, abandonment modification and development shall be submitted to the Landfill Permitting Section of the WVDEP for approval and Monitoring Well Construction or Abandonment documents submitted upon completion.

**GENERAL CONDITIONS**

- **Period of Contract**  
The contract shall become effective from the date of award and shall continue for a period of one (1) year or until all work has been completed.
- **Contractors License**  
West Virginia State Code 21-11-2 requires that all persons desiring to perform contracting work in this state must be licensed. The West Virginia Contractors Licensing Board is empowered to issue the Contractors License. Applications for a Contractors License may be

made by contacting the West Virginia Division of Labor, Capitol Complex, Building 3, Room 319, Charleston, WV 25305 Telephone: (304) 558-7890.

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

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

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

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

- **Invoicing & Payments**

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

B. The Contractor shall invoice after the completion of work specified. Invoices may be submitted monthly. Invoices showing costs (unit prices) not clearly identifiable will not be paid. 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 work accomplished during the billing period and the work yet to be accomplished. All payments will be based upon the results of the Well Drillers Certified Reports.

- **Changes in the Contract**

The State, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by a Change Order. A change order signed by both the State and Contractor indicates both parties' agreement to an adjustment to the contract. The cost or credit to the State resulting from a change in the work shall be determined by mutual acceptance of properly documented unit prices. No work shall be done outside the contract without a signed and executed change order in hand.

**DEP13953****Line Item Descriptions**

Installing new monitoring wells and maintenance of existing wells shall be in accordance to all Federal and State regulations. All boring/drilling activities must be done in accordance with 47CSR59 "Monitoring Well Regulations" and 47CSR60 "Monitoring Well Design Standards".

1. Installation of Monitoring Wells:

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to install the permanent groundwater monitoring wells. This also includes well covers, concrete pads, bollards and locking plugs. This item shall be paid on a per linear foot basis payment will be made on Well Drillers Logs and Certifications.

2. Well Abandonment:

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

3. Well Cleaning and Redevelopment:

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to properly clean and redevelop groundwater-monitoring wells. This item shall be paid on a "per each" basis.

4. Well Cover Extension:

This item shall include all certified well driller/personnel time, labor, material, equipment, and all other ancillary equipment necessary to extend existing well covers to a height that meets regulations. This item shall be paid on a "per each" basis. Payment will be made based on Certified Well Drillers Log.

5. Complete Reports and Submittals:

This item shall include all labor, material, word processing, postage, and site sketches necessary to complete and to submit to the proper WVDEP office all forms and reports such as closure reports and monitoring well logs as required by each specific project. This item shall be paid on a per Lump Sum basis. Bid for this item shall not exceed 5% of the total cost of the project.

6. Mobilization and Demobilization:

This item shall include all transportation cost of all equipment to and from site. This item shall be paid on a per Lump Sum basis. Bid for this item shall not exceed 5% of the total cost of the project.

**RFQ# DEP13953**  
**Bid Sheet**  
 Department of Environmental Protection  
 Office of Environmental Remediation  
 Landfill Closure Assistance Program  
 Monitoring Well Installation and Maintenance

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Installation of Monitoring Wells	4018'	\$ _____ (FT)	\$ _____
2	Well Abandonment	30	\$ _____ (EA)	\$ _____
3	Well Cleaning and Redevelopment	30	\$ _____ (EA)	\$ _____
4	Well Cover Extension	3	\$ _____ (EA)	\$ _____
5	Complete Reports and Submittals (not to exceed 5% of total project cost)	1	\$ _____ (LS)	\$ _____
6	Mobilization and Demobilization. (not to exceed 5% of total project cost)	1	\$ _____ (LS)	\$ _____

**Total Bid = \$ \_\_\_\_\_**

Company name \_\_\_\_\_

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

	New Wells	Well Depth (ft)	Wells Needing Cleaned - Redeveloped	Wells Needing Abandonment	Wells Needing raised
<b>Buckhannon Landfill</b>	1	160	3		
160					
<b>Capon Springs</b>			4		
<b>Central WV Refuse</b>	1	175	1	6	
633	1	218			
	1	240			
<b>Clarksburg Landfill</b>	1	150	1	3	
325	1	100			
	1	75			
<b>Dons Disposal</b>	1	90	1	3	
350	1	130			
	1	130			
<b>Grant County Landfill</b>	1	120	2	5	
340	1	220			
<b>Mingo County</b>	1	310	1	3	
710	1	300			
	1	100			
<b>Moundsville</b>			3		3
<b>Monongalia County</b>	1	150	2	2	
350	1	100			
	1	100			
<b>Montgomery Landfill</b>			4		
<b>Morgan County Landfill</b>	1	75	1	3	
225	1	75			
	1	75			
<b>Pine Creek/ Omar</b>	1	110	3	2	
110					
<b>South Charleston</b>	1	225	2	1	
375	1	150			
<b>Wheeling Landfill</b>	1	210	2	2	
440	1	30			
	1	200			
<b>Totals</b>	27	4018	30	30	3



STATE OF WEST VIRGINIA  
Purchasing Division016**PURCHASING AFFIDAVIT**

**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 owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**LICENSING:** 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: \_\_\_\_\_