



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
DEP14999

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

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

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/18/2010				

BID OPENING DATE: 06/29/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 4 *****						
ADDENDUM ISSUED FOR THE NORTHERN DISTRICT DRILLING SERVICES CONTRACT ADVERTISEMENT TO DISTRIBUTE THE REVISED SPECIFICATIONS AND BID SCHEDULE.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 06/24/2010 TO 06/29/2010 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-16		
DRILLING SERVICES FOR NORTHERN DISTRICT						
***** THIS IS THE END OF RFQ DEP14999 ***** TOTAL:						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the **West Virginia Code**.
 7. Vendor preference will be granted upon written request in accordance with the **West Virginia Code**.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the **Legislative Rules** of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**Requisition # DEP14999
Addendum #4
6/14/10**

AML Northern Drilling Open-End Contract

- 1 – Discard all other Bid Schedules and use the attached revised bid schedule (Addendum #4). This eliminates the Aluminum Piezometers from the Bid Schedule.**
- 2 – Section C – Scope Of Services – Item II – C – 2a – Piezometers – First Sentence shall be replaced and shall read: Piezometers shall consist of a 3 to 5 foot minimum long tip section of commercially slotted (No. 20 slot) standard diameter (2") Sch. 40. PVC pipe meeting the requirements of ASTM D-1784 with solvent cemented slip-on joints or threaded flush joint pipe.**

This eliminates the Aluminum Piezometers entirely.

REVISED per Addendum #4

WV-36 (Rev. 01/01/07)

STATE OF WEST VIRGINIA
PURCHASE CONTINUATION SHEET

Page 1 of 2 Pages

Requisition / P.O. No.:
DEP14999

File:

Acct. No.:

Vendor: _____ P.O. Date: _____

Spending Unit: _____

Item No.	Quantity	Description	Unit Price	Amount
		AML NORTHERN DRILLING OPEN-END CONTRACT- Addendum #4		
1	3000 LF	SOIL BORINGS		\$ _____
2	200 EA	SPLIT SPOON SAMPLES		\$ _____
3	75 EA	SHELBY TUBE SAMPLES		\$ _____
4	4000 LF	ROCK CORE BORING		\$ _____
5	175 Hrs	PORTABLE DRILL UNIT (Winkie)		\$ _____
6	1800 LF	PVC PIEZOMETER INSTALLATION		\$ _____
7	50 EA	CASING/LOCKS		\$ _____
8	4000 Mi	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		\$ _____
14	300 Hrs	DRILLING SUPERVISOR		\$ _____
15	300 Hrs	WATER TRUCK (minimum 500 gallons)		\$ _____
16	10 EA	REVEGETATION (per job)		\$ _____
17		LABORATORY TESTS		
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		\$ _____
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		\$ _____

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

REVISED per Addendum #4

WV-36 (Rev. 01/01/07)

STATE OF WEST VIRGINIA

PURCHASE CONTINUATION SHEET

Page <u>2</u> of <u>2</u> Pages		Requisition / P.O. No.: DEP14999
File:	Acct. No.:	
Spending Unit:		

Vendor: _____ P.O. Date: _____

Item No.	Quantity	Description	Unit Price	Amount
		AML NORTHERN DRILLING OPEN-END CONTRACT		
18		TRIAxIAL COMPRESSION OR DIRECT SHEAR		
a	5 EA	Unconsolidated Undrained		\$
b	5 EA	Consolidated Undrained		\$
c	5 EA	Consolidated Drained		\$
d	5 EA	Sodium Sulfate Soundness Test ASTM C88		\$
19		MISCELLANEOUS SERVICES		
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 Mi	(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		\$
		TOTAL BID		\$

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.