



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
DNR210221

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**FRANK WHITTAKER
 304-558-2316**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF NATURAL RESOURCES
 CACAPON RESORT STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 1, BOX 304
 BERKELEY SPRINGS, WV
 25411 258-1022

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/27/2010				

BID OPENING DATE: **07/01/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		962-96		
<p>WELL DRILLING SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR WELL DRILLER SERVICES TO ASSIST WITH THE TESTING AND EXAMINATION OF FOUR WATER SUPPLY WELLS AT CACAPON RESORT STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON 06/15/10 AT 10:00 AM AT CACAPON RESORT STATE PARK LODGE</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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).



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MORGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>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.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(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. 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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 2				
NO. 3				
NO. 4				
NO. 5				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p>						

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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: 44</p> <p>RFQ. NO.: DNR210221</p> <p>BID OPENING DATE: 07/01/10</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>						

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TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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2.0 INFORMATION FOR BIDDERS

Hereinafter, the West Virginia Division of Natural Resources shall be referred to as the OWNER.

2.1. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

2.2. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, West Virginia, 25305 and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than ten (10) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

2.3. Bidder's Signatory Personal Requirements

The official title of person signing the bid should be shown on the Form of Proposal. Sufficient evidence that the person signing the bid has the power to bind the offering company should be received by the Purchasing Division prior to the issuance of a contract.

If a firm is a partnership, the full partnership name should be shown, and the bid should be signed by a partner, whose title may be "Partner". If a firm is a single proprietorship, the full name should be shown and the bid should be signed by the sole proprietor, whose title may be "Owner". If the bid of a partnership or single proprietorship is signed by a person other than one of the partners or proprietor, respectively, then there should be attached a written, duly acknowledged power of attorney clearly giving and showing that the signer has power sufficient to bind the partners or proprietor of the firm to the bid.

If the firm is a corporation, and the person signing the bid is neither the president nor vice president of the corporation, there should be attached a written, duly acknowledged power

of attorney or corporate resolution giving and showing that the signatory has sufficient power to bind the corporation to the bid.

2.4. Bid Award

The bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bid Documents; or to reject a bid that is in any way incomplete or irregular.

2.5. Progress Payments

The bidder who is awarded the contract, hereinafter referred to as the CONTRACTOR, may submit an invoice in writing once each month detailing the work performed in accordance with the contract during the preceding month and the value thereof figured at the contract unit prices. The CONTRACTOR shall maintain evidence, such as hourly work records or time sheets, to document the work progress payments. If requested by the OWNER, in writing, such evidence shall be mailed, within 5 days, to the OWNER.

Progress payments will not be made when the total value of the work done since the last invoice amounts to less than Five Hundred Dollars (\$500.00).

Any work performed or any materials contracted for prior to the receipt of the OWNER'S written Notice to Proceed, shall be at the CONTRACTOR'S risk.

3.0 WELL TESTING SPECIFICATION

3.1 BACKGROUND INFORMATION AND GENERAL REQUIREMENTS:

Well driller services are requested to assist with testing and examining four public water supply wells (designated Wells No.1 through No.4), at the Cacapon State Resort on Rt 522, 10 miles south of Berkeley Springs, WV. The work will be directed by the Project Geologist and a Driller's foreman will supervise this crew and equipment. The purpose of the work is to document current capacity and physical condition wells. In general, the tasks involved will include setting up existing pumps or installing temporary test pumps for conducting pumping tests. Pulling pumps, TV inspection of the well and reinstalling the pumps.

Specific project goals are defined by the Project Geologist. However, it must be clear to all involved parties that there may be unknown, variable and uncertain conditions that will require flexibility, ingenuity and a willingness to resolve problems in order to complete the project goals.

The geologic materials comprising the aquifer/producing zone is reported to be the Rose Hill Shale.

Well No. 1 is reported to be constructed of 63 ft. of 8-inch steel casing, an open borehole producing interval, and a total depth of 267 ft. The pump is set at 247 ft. on 3 in. column pipe. Past and current static and pumping water levels are unknown. Current capacity may be from 30 to 40 g.p.m. This is an operating well. There is 2 phase power supplied to the pump control unit. The 2 phase power is converted to 3 phase at the pump control unit.

Well No. 2 is reported to be constructed of 63 ft. of 8-inch steel casing, an open borehole producing interval, and a total depth of 500 ft. The pump is set at 483 ft. on 3 in. column pipe. Original capacity was reported to be 80 to 100 g.p.m., but declined to less than 3 g.p.m. at which point the well was taken out of service. Static water level at time of construction was 71 ft., current is unknown. Original pumping water levels were about 185 ft., current are unknown. This well is not currently operating. There is 2 phase power supplied, however, the meter has been removed.

Well No. 3 is reported to be constructed of 65 ft. of 8-inch steel casing, an open borehole producing interval, and a total depth of 400 ft. The pump is set at 380 ft. on 3 in. column pipe. Well No. 3 exhibits a hydraulic head above land surface and therefore is flowing. Pumping water levels are unknown. Current capacity may be from 30 to 40 g.p.m. This is an operating well. There is 3 phase power supplied to the pump control unit.

Well No. 4 is reported to be constructed of 105 ft. of 6-inch steel casing, an open borehole producing interval, and a total depth of 500 ft. The pump is set at 480 ft. on 1.25 in. column pipe. Original capacity was reported to be 30+ g.p.m, but is now out of service due to loss of capacity. Original static and pumping water levels were 10 and 130 ft., respectively. Current water levels are unknown. This well is not currently operating. There is single phase power supplied to the pump control unit.

Depending on conditions and at the direction of the Project Geologist, the pumping tests may be either step-drawdown tests to determine well performance parameters, or short duration single rate tests to determine a single specific capacity value (if the well capacity will not support multiple steps).

The wellheads are to be configured to accommodate connecting discharge controlling and measuring equipment provided by the Project Geologist.

After completion of the pumping tests, the pumps are to be pulled from the wells and the contractor will provide downhole TV surveys of the wells. The pumps, wiring, and drop pipe are to be stacked on poly sheeting to minimize contact with the ground. Pumps and pipe string are to be re-installed and the wells disinfected, unless the Project Geologist directs otherwise.

3.2 FORMAL TASK SPECIFICATION:

(3.2.1) The CONTRACTOR shall consult with and assist the Project Geologist with conducting the required tests. The Project Geologist is in charge of and will direct the site activities.

(3.2.2) The CONTRACTOR shall cooperate with facility management to minimize negative impacts to the site.

(3.2.3) The CONTRACTOR shall provide all equipment and tooling necessary to pump water from the wells, including, but not limited to: a pump rig or drill rig for pulling or installing pumps, all labor and fuel and crew supervision, a test pump and drop pipe, motor, wiring, electrical controls, and generator sufficient to pump the wells for the required step-drawdown tests or single rate tests. We suggest that the test pump should provide up to 50 g.p.m. at a total dynamic head of 300 ft., but pump capacity can be refined in consultation with the Project Geologist. The existing pumps will be used for the drawdown tests, if possible. The Project Geologist will make the decision regarding the use of the existing well or installing the CONTRACTOR supplied temporary test pump.

(3.2.4) The CONTRACTOR is responsible for operating and maintaining the pump throughout the test pumping to prevent an interruption of the test. This includes but is not limited to operating existing pumps, installing test pumps, maintaining an operating generator and providing fuel and assisting the Project Geologist with mechanical pipe connections.

(3.2.5) The CONTRACTOR, at each well head, shall terminate the pump drop pipe and well heads with fittings to accommodate the flow measuring and water sampling equipment provided by the Project Geologist. The wellhead/pump drop pipe is to terminate as a 3-inch right angle elbow and nipple. This includes supporting the pump discharge pipe at the top of the casing, for example, with blocks or clamps. Additional blocks and supports may be required to accommodate the wellhead attachments provided by the Project Geologist. The Project Geologist will provide a valve for controlling pump discharge, gage for measuring system head, sampling tap for obtaining water samples, and an orifice weir for measuring pump discharge.

(3.2.6) The CONTRACTOR shall provide a temporary packer with riser pipe and fittings for attaching ¼ inch gage (ntp) for measuring the head above the land surface in Well No. 3. The packer will have to be set below a pitless wellhead unit.

(3.2.7) The CONTRACTOR shall install, at the direction of the Project Geologist, up to 300 ft. of 1-inch poly drawdown tube to facilitate water level measurements under conditions of cascading water in the borehole.

**Well Testing and Rehabilitation
Cacapon Resort
Berkeley Springs, Morgan County, West Virginia**

PROJECT MANUAL

(3.2.8) The CONTRACTOR shall pull the pumps from the wells. The pump, wiring, and drop pipe are to be stacked on poly sheeting to avoid contact with the ground and take steps necessary to minimize contamination of pipe and pump.

(3.2.9) The CONTRACTOR shall provide downhole TV surveys of the wells. This service may be subcontracted. The camera shall provide a color image with simultaneous downhole and side view capability. The CONTRACTOR shall provide the Project Geologist with two (2) recordings of each survey, either in VHS or DVD format.

(3.2.10) The CONTRACTOR shall re-install existing pumps and restore the wells to their prior condition unless otherwise directed by the Project Geologist.

(3.2.11) The CONTRACTOR shall chlorine disinfect the wells in accordance with West Virginia Regulations Title 64-46, Water Well Design Standards, Paragraphs 8.1.a1 and 8.1.a2,
Disinfection

4.0 FORM OF PROPOSAL

4.1 BIDDER INFORMATION

Name of Bidder:

Address of Bidder:

Phone Number of Bidder:

WV Contractors License No.

4.2 BID AMOUNT

This will be a Unit Price Contract based on your Unit Prices submitted on the included Uniform Unit Price Bid Schedule. Your Unit Prices will be the basis for awarding the bid and payment for work performed. Hourly wages must conform to Prevailing Wage Rates.

Base Bid: Estimated contract value for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in **numbers**.

Base Bid: Estimated contract value for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in **words**.

4.3 UNIFORM UNIT PRICE BID SCHEDULE

Item	Unit Price	Estimated Units	Estimated Contract Value
Mobilization	\$ _____	Lump Sum	\$ _____
Set Up & Assist With Pump Tests (using existing pumps)			
crane truck	\$ _____ / hr.	8	\$ _____
(crew) labor	\$ _____ / hr.	8	\$ _____
300 ft. 1 in. poly pipe	\$ _____ / hr.	16	\$ _____
truck & crew standby during tests	\$ _____ / hr.	16	\$ _____
Generator, fuel (if needed)	\$ _____ / hr.	16	\$ _____
Optional Test Pump (if needed)			
crane truck	\$ _____ / hr.	24	\$ _____
(crew) labor	\$ _____ / hr.	24	\$ _____
pump	\$ _____ / hr.	16	\$ _____
500 ft. wire	\$ _____ / hr.	16	\$ _____
500 ft. drop pipe	\$ _____ / hr.	16	\$ _____
controls	\$ _____ / hr.	16	\$ _____
Pull Existing Pumps From Wells			
crane truck	\$ _____ / hr.	12	\$ _____
(crew) labor	\$ _____ / hr.	12	\$ _____
poly sheeting	\$ _____ / well	4	\$ _____
TV Survey			
equipment & labor	\$ _____ / ft	1000	\$ _____
truck & crew standby during survey	\$ _____ / hr.	12	\$ _____
Install and Remove Temporary Packer (1 well)			
packer	\$ _____ / hr.	3	\$ _____
20 ft. pipe	\$ _____ / hr.	3	\$ _____
crane truck	\$ _____ / hr.	3	\$ _____
crew labor	\$ _____ / hr.	3	\$ _____
standby during measurement	\$ _____ / hr.	3	\$ _____
Re-install Existing Pumps			
crane truck	\$ _____ / hr.	12	\$ _____
crew labor	\$ _____ / hr.	12	\$ _____
disinfection	\$ _____ / well	4	\$ _____

TOTAL ESTIMATED CONTRACT VALUE \$ _____

4.4 ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal. I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Addendum No.	Date

4.5 BIDDER'S CERTIFICATION

We, the undersigned, having examined the site and/or being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Date:

WV Vendor
Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address:

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

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 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____