



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
DNR211143

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  
 ELKINS OFFICE  
 RANDOLPH CENTER - SUITE 222  
 1200 HARRISON AVENUE  
 ELKINS, WV  
 26241

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/21/2011				

BID OPENING DATE: 04/28/2011 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 FOR CLEANING AND TESTING OF THREE (3) PUBLIC WATER SUPPLY WELLS AT CACAPON RESORT STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID            A MANDATORY PRE-BID WILL BE HELD ON 04/07/11 @ 1:00 PM AT CACAPON RESORT STATE PARK LODGE. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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. 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](http://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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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 04/12/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE</p>						

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<p>TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED 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> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG 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</p>						

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<p>ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) 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.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</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,</p>						

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				<p>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> <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>		

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<p><b>EXHIBIT 9</b></p> <p><b>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</b></p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p><b>EXHIBIT 10</b></p>						

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<p><b>ADDENDUM ACKNOWLEDGEMENT</b></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> <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>						

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	<b>CONTRACTORS LICENSE</b>					
	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.					
	WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.					
	BIDDER TO COMPLETE:					
	CONTRACTORS NAME: .....					
	CONTRACTORS LICENSE NO.: .....					
	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT					
	<b>APPLICABLE LAW</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.					

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BID OPENING DATE: **04/28/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</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> <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: 44</p> <p>REQ. NO.: DNR211143</p> <p>BID OPENING DATE: 04/28/2011</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**DNR211143**

PAGE  
**10**

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

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

**DIVISION OF NATURAL RESOURCES  
 ELKINS OFFICE  
 RANDOLPH CENTER - SUITE 222  
 1200 HARRISON AVENUE  
 ELKINS, WV  
 26241**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/21/2011				

BID OPENING DATE: **04/28/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
-----						
***** THIS IS THE END OF RFQ DNR211143 ***** 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'

**CACAPON RESORT STATE PARK**  
**PROJECT MANUAL**  
**WATER WELL REHABILITATION,**  
**PHASE 2**

**FEBRUARY, 2011**

**Well Testing and Rehabilitation-Phase 2  
Cacapon Resort State Park  
Berkeley Springs, Morgan County, West Virginia**

**INVITATION TO BID  
Page 1 of 1**

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The Division of Natural Resources, Parks and Recreation, requests bids for well driller services to assist with testing and examining four public water supply wells at Cacapon Resort, in accordance with the attached Well Testing Specifications, dated April 21, 2010.

Sealed bids will be received until 1:30 p.m. on \_\_\_\_\_ at the WV State Purchasing Division, 2019 Washington Street East, Capitol Complex, Charleston, WV 25305.

A non-mandatory Pre-Bid Conference will be held on \_\_\_\_\_ at the Resort Lodge.

The bidding documents consist of the Request for Quotations and the Project Manual.

Request for quotations may be obtained by contacting:

Frank Whittaker, Senior Buyer  
Finance and Administration, Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2316 Ext. 218

The Project Manual may be obtained by contacting:

Sherri Goff  
Parks and Recreation Engineering  
324 4<sup>th</sup> Ave  
South Charleston, WV 25303  
Telephone: 304-558-2764

## INFORMATION FOR BIDDERS

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

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 contemplated. 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. **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.

3. **Bidder's Signatory Personal Requirements**

The official title of person signing the bid should be shown on the Bid Document. 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

**Well Testing and Rehabilitation-Phase 2  
Cacapon Resort State Park  
Berkeley Springs, Morgan County, West Virginia**

**INFORMATION FOR BIDDERS  
Page 2 of 2**

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

**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.

**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.

**Well Testing and Rehabilitation-Phase 2  
Cacapon Resort State Park  
Berkeley Springs, Morgan County, West Virginia**

**FORM OF PROPOSAL  
Page 1 of 3**

Name of Bidder:

Address of Bidder:

Phone Number of Bidder:

WV Contractors License No.

**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.**

**Notice to Bidder:**

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.

**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.



**UNIFORM UNIT PRICE BID SCHEDULE**

Item	Unit Price	Estimated Units	Price
Mobilization	\$ _____	Lump Sum	\$ _____
Use of Surging Rig	\$ _____ / hr.	64	\$ _____
Surging Rig Labor	\$ _____ / hr.	64	\$ _____
Chem Standby - Surging Rig	\$ _____ / hr.	24	\$ _____
Chem Standby - Surging Rig Labor	\$ _____ / hr.	24	\$ _____
Use of Hoist Truck	\$ _____ / hr.	75	\$ _____
Hoist Truck Labor	\$ _____ / hr.	75	\$ _____
Test Standby - Hoist Truck	\$ _____ / hr.	18	\$ _____
Test Standby - Hoist Truck Labor	\$ _____ / hr.	18	\$ _____
Use of Testing Pump	\$ _____ / hr.	36	\$ _____
Use of Drop Pipe	\$ _____ / hr.	36	\$ _____
Use of Controls	\$ _____ / hr.	36	\$ _____
Poly Sheeting	\$ _____ / well	3	\$ _____
Artesian Pitless Unit (Well 3)	\$ _____ / well	Lump Sum	\$ _____
Pitless Installation Labor	\$ _____ / well	Lump Sum	\$ _____
TV Survey – Vertical & Horizontal Labor/Hoist Truck Hours Included Above	\$ _____ / hr.	9	\$ _____
Artesian Containment Packer	\$ _____ / hr.	3	\$ _____
Well Surge Chemicals Actual invoice for chemicals to be submitted.	\$1400.00 / Well	3	\$ 4,200.00

TOTAL \$ \_\_\_\_\_

**Well Testing and Rehabilitation-Phase 2  
Cacapon Resort State Park  
Berkeley Springs, Morgan County, West Virginia**

**FORM OF PROPOSAL  
Page 3 of 3**

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Respectfully submitted:

Date:

WV Vendor Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address:

**Well Testing and Rehabilitation-Phase 2  
Cacapon Resort State Park  
Berkeley Springs, Morgan County, West Virginia**

**Well Cleaning Specifications  
Page 1 of 7  
Nov 28, 2010**

**General Instructions:**

**Well Cleaning and Disinfection, Cacapon Resort State Park Wells**

**Background:**

Three wells are targeted for cleaning: Wells 1, 3, and 4. Available well logs are attached.

Well	Date completed	Total depth (ft)	Static WL	Dia (in)
1	1989	267	25	8
3	2000	400	+24*	8
4	2003	500	63	6

\* Well 3 is flowing, with a piezometric head 24 ft above the surface (about 10 psi). Wells 1 and 4 have SWL below ground surface.

Well 1 provides a relatively good yield and the rehabilitation goal is to clean out accumulated debris build up and to sanitize. Wells 3 and 4 show evidence of clogging that impairs performance due to accumulated mineral iron and manganese deposits with silty inclusions. Although probably facilitated by microbial activity, samples of clog material is primarily mineral in nature. Well 3 and 4 rehabilitation efforts are oriented toward improving yield.

As noted, Well 3 is artesian, flowing at the surface, with a piezometric head that is well above the surface. Cleaning will require constant management of fluids to avoid adverse environmental impact and safety hazard.

Formations are combinations of shale, sandstone, and limestone, with water being produced in tectonic shear zones. Water quality is low in total dissolved solids, hardness, alkalinity, iron and manganese. Clogging mineral precursors are most likely eroded from the rock surfaces by microbial activities.

A testing report provided for the State of West Virginia documenting current well conditions is available for inspection.

**Treatment and Testing:**

In general, well rehabilitation will involve the following tasks 1) remove in-place well pumps (all wells); 2) inspect, clean, and repair; 3) brushing and surging to remove surficial material; 4) application of chemicals to improve removal of clogging deposits; 5) repetition of surging to remove chemical and dislodged clog material; 6) containment, neutralization, and hauling to disposal for developed fluids; 7) chlorine disinfection; 8) post-cleaning video inspection; 9) assisting with post-cleaning pumping tests and reinstallation of permanent pumps. Each of the three wells has unique work features.

**Well**

**(A) Pump and column pipe removal:**

(1) Pull discharge pipe, wire, and pump and lay out on clean plastic sheet or plastic tarp, or on stands off the ground. Inspect for problems including wire grounding and bring problems to the attention of the water superintendent. Clean off visible fouling and cap pipe joint ends.

**Well Testing and Rehabilitation-Phase 2  
Cacapon Resort State Park  
Berkeley Springs, Morgan County, West Virginia**

**Well Cleaning Specifications  
Page 2 of 7  
Nov 28, 2010**

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**(B) Well rehabilitation and disinfection:** The following program is planned:

(1) **Brushing:** Brush the casing and open borehole to remove surface encrustations and biofouling. The recommended tool is a Cotey Chemical well brush, or equivalent brush with fiberglass or plastic bristles set to abrade the nominal casing I.D., mounted on a drill-stem sub. Aggressive wire brushes will not be allowed. Debris will be airlifted out.

(2) **Chemical dosage**

(a) Install a 1-in. or greater plastic tremie line (threaded rigid PVC-CPVC, flexible PE), or alternative such as frac pipe. About 250 ft of tremie should be sufficient.

(b) Cotey Chemical Co. Liquid Acid Descaler (LAD), an NSF 60-listed well cleaning chemical product, is specified due to the apparent presence of both biofilm and mineral-heavy deposits with abundant manganese. LAD is supplied in either 5-gal carboys or in drum volume as a concentrated product. LAD may be dosed directly into the well.

**Volumes:** The specified dosage for LAD for this well is 5 gal per 100 gal of well bore volume. The total bore volume (with 1.5 x multiplier for fracture volume) is about 950 gal. Using 5 gal/100 gal and 950 gal, 50 gal of LAD for a dosage is specified.

**Safety:** The LAD is about 50:50 hydrochloric acid and glycolic acid. MSDS will be on site. The LAD is best transferred to the well using an acid-resistant transfer pump safe for HCl and black PE hose, with secure, non-leaking hose connections. People handling the acid must have face and other splash protection and clean wash water must be available at hand.

**Handling:** Follow all manufacturer handling and safety instructions. The concentrated LAD may begin to solidify below 50 degrees F, and so plan accordingly as needed. Diluted LAD will not freeze until below 32 F.

**Application:** Following safe practices, transfer 50 gal of LAD into the well.

(3) **Mixing and redevelopment**

a) **Alternative 1:** Double surge block with airlift or pump, operated on a mechanical cable tool rig or pump hoist that provides equivalent reciprocal spudding action (2 ft/sec vertical motion).

**Alternative 2:** single pipe airlift: Assuming air development, compressor capacity (cfm and pressure) must be sufficient to pump the designated yield of the well and downhole tools must be able to readily move the development point up and down the borehole.

Provide a means to measure flow rate while airlift pumping (tank of known volume, etc.).

i) Surge chemical in the well for at least one hour. Leave to soak 12 hr, surging in the well (no discharge) every few hours. Check pH and top up as needed.

ii) Surge (not pumping) for eight hours, moving up and down the borehole, concentrating on identified production zones.

**Well Testing and Rehabilitation-Phase 2  
Cacapon Resort State Park  
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**Well Cleaning Specifications  
Page 3 of 7  
Nov 28, 2010**

iii) Start pumping off after 8 hr of surging at up to the known well yield (measured): pumping, recovering and repeating, until pH recovers to about 0.5 pH units of pre-cleaning pH and water is clear.

Measure flow rate on the one-half hour.

Airlift develop for two hours after water is clear and pH acceptable.

**Environmental safety:** The dirty discharge may be acidic. It must be discharged into containment (large mud tank or other above-ground tanks) and neutralized with lime, soda ash, or magnesium hydroxide to at least as high as pH 6 prior to removal to safe discharge such as an RV dump or sewer. Have on hand 100 pounds of soda ash or equivalent. Work with park wastewater personnel to arrange appropriate discharge and provide documentation of safe disposal to the State's hydrogeologic consultants (Ground Water Science). No contaminated water may be discharged around the well, into surface drainage, or other unapproved location.

**(C) Pump and column pipe installation, testing, and well disinfection:**

- (1) Re-install well pump, pipe, and wire, and check function. Block at wellhead for step-drawdown test (Ground Water Science).
- (2) Step test standby approximately 2 hr. (or come back the next day).
- (3) During or after step test mix in a 250- to 300-gal tank: a) 100 gal. clean potable water, 7 gal. 5 % white vinegar or amount of chlorine pH buffer product meant for well chlorination specified by the supplier. Discharge into well after test is completed, b) in 100 gal of clean, potable water, mix 2 gal of fresh 12 % NSF-listed Na hypochlorite and pump into the well piping to below the deepest production zone, c) Rig recirculation into the casing to permit wash down of casing, d) Turn on well pump to mix, check pH, which should be between 5.5 and 6.5. e) Allow to sit for 24 hr, pump off until clear to containment or neutralized and pumped to surface drainage (if approved by the WV DNR) until total chlorine is < 0.2 mg/L by field test.
- (4) Once the post-cleaning step-drawdown test and chlorination are completed, reset in pitless unit and restore normal function.

**Well 3**

**Note:** Well 3 has a positive artesian head. Flowing of solution on the ground during chemical application and removal will not be permitted. Safety: The area will be slippery during operations with possibility of contact with dilute well-cleaning solutions.

**(A) Pump and column pipe removal:**

- (1) Pull discharge pipe, wire, and pump and lay out on clean plastic sheet or plastic tarp, or on stands off the ground. Inspect for problems including wire grounding and bring problems to the attention of the water superintendent. Clean off visible fouling and cap pipe joint ends.

**(B) Well rehabilitation and disinfection:** The following program is planned:

- (1) **Brushing:** Brush the casing and open borehole to remove surface encrustations and biofouling. The recommended tool is a Cotey Chemical well brush, or equivalent brush with

**Well Testing and Rehabilitation-Phase 2  
Cacapon Resort State Park  
Berkeley Springs, Morgan County, West Virginia**

**Well Cleaning Specifications  
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Nov 28, 2010**

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fiberglass or plastic bristles set to abrade the nominal casing I.D., mounted on a drill-stem sub. No aggressive wire brushes are permitted. Debris will be airlifted out.

**(2) Chemical dosage**

(a) Install a gasketed wellhead matched to the currently installed Monitor pitless unit fitted with 1) injection quick-connect or equivalent with check valve (chemical resistant), 2) relief and airline connector, 3) pressure gauge, and 4) valved discharge. 5) A 1-in. or greater plastic tremie line (threaded rigid PVC-CPVC, flexible PE), or alternative such as frac pipe should be connected to the chemical feed injection point. About 350 ft of tremie should be sufficient. Install line, seal wellhead in place and test for leaks.

(b) Cotey Chemical Co. Liquid Acid Descaler (LAD), an NSF 60-listed well cleaning chemical product, is specified due to the apparent presence of both biofilm and mineral-heavy deposits with abundant manganese. LAD is supplied in either 5-gal carboys or in drum volume as a concentrated product. LAD may be dosed by pumping directly into the well.

**Volumes:** The specified dosage for LAD for this well is 5-10 gal per 100 gal of well bore volume. The total bore volume (with 1.5 x multiplier for fracture volume) is about 1,040 gal. Using 7.5 gal/100 gal and 1,040 gal, 80 gal of LAD for a dosage is specified.

**Safety:** The LAD is about 50:50 hydrochloric acid and glycolic acid. MSDS will be on site. The LAD is best transferred to the well using an acid-resistant transfer pump safe for HCl and black PE hose, with secure, nonleaking hose connections. People handling the acid must have face and other splash protection and clean wash water must be available at hand.

**Handling:** Follow all manufacturer handling and safety instructions. The concentrated LAD may begin to solidify below 50 degrees F, and so plan accordingly as needed. Diluted LAD will not freeze until below 32 F.

**Application:** Following safe practices, transfer 80 gal of LAD into the well.

**(3) Mixing and redevelopment**

a) Due to the need to avoid chemical spillage, single pipe airlift working through a sealed wellhead is specified: Compressor capacity (cfm and pressure) must be sufficient to pump the designated yield of the well.

i) Surge chemical in the well for at least one hour. Leave to soak 12 hr, surging in the well (no discharge) every few hours. Check pH.

ii) Surge (not pumping) for eight hours, moving pipe end up and down the borehole, concentrating on identified production zones. Repeat next day.

iii) Start pumping off on second day after 6 hr of surging at up to the known well yield (measured): pumping, recovering and repeating, until pH recovers to about 0.5 pH units of pre-cleaning pH and water is clear.

Provide a means (e.g., a tank at the wellhead) to contain discharge.  
Measure flow rate (using tank of known volume) on the one-half hour.

Airlift develop for two hours after water is clear and pH acceptable, and while yield is improving.

**Environmental safety:** The dirty discharge may be acidic. It must be discharged into containment (large mud tank or other above-ground tank) and neutralized with lime, soda ash, or magnesium hydroxide to at least as high as pH 6 prior to removal to safe discharge such as an RV dump or sewer. Have on hand 120 pounds of soda ash or equivalent. Work with park wastewater personnel to arrange appropriate discharge and provide documentation of safe disposal to the State's hydrogeologic consultants (Ground Water Science). No contaminated water may be discharged around the well on into surface drainage.

**(C) Pump and column pipe installation, well testing, and well disinfection:**

- (1) Re-install well pump, pipe, and wire, and check function. Block at wellhead for step-drawdown test (Ground Water Science). Safety note: slippery conditions should be expected.
- (2) Step test standby approximately 2 hr. (or come back the next day).
- (3) During or after step test mix in a 250- to 300-gal tank: a) 100 gal. clean potable water, 8 gal. 5 % white vinegar or amount of chlorine pH buffer product meant for well chlorination specified by the supplier. Discharge into well after test, piped to below the deepest production zone, is completed, b) in 100 gal of clean, potable water, mix 2 gal of fresh 12 % NSF-listed Na hypochlorite and pump into the well, c) Rig recirculation into the casing, d) Turn on well pump to mix, check pH, which should be between 5.5 and 6.5. e) Allow to sit for 24 hr, pump off until clear to containment or neutralized and dumped to surface drainage (if approved by the WV DNR) until total chlorine is < 0.2 mg/L by field test.
- (4) Once the post-cleaning step-drawdown test and chlorination are completed, install a pitless unit designed to shut in artesian head, fitted with pressure gauge.

**Well 4**

**Note:** Well 4 is 500 ft deep. In the open borehole section, there is significant borehole deviation and unstable fracture zones.

**(A) Pump and column pipe removal:**

- (1) If present, pull discharge pipe, wire, and pump and lay out on clean plastic sheet or plastic tarp, or on stands off the ground. Inspect for problems including wire grounding and bring problems to the attention of the water superintendent. Clean off visible fouling and cap pipe joint ends.

**(B) Well rehabilitation and disinfection:** The following program is planned:

- (1) **Brushing:** Brush the casing and open borehole to remove surface encrustations and biofouling. The recommended tool is a Cotey Chemical well brush suitable for a 6-in casing, or equivalent brush with fiberglass or plastic bristles set to abrade the nominal casing I.D., mounted on a drill-stem sub. Aggressive wire brushed are not allowed. Debris will be airlifted out.

**Well Testing and Rehabilitation-Phase 2  
Cacapon Resort State Park  
Berkeley Springs, Morgan County, West Virginia**

**Well Cleaning Specifications  
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Nov 28, 2010**

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Environmental safety: The dirty discharge may be acidic. It must be discharged into containment (large mud tank or other above-ground tank) and neutralized with lime, soda ash, or magnesium hydroxide to at least as high as pH 6 prior to removal to safe discharge such as an RV dump or sewer. Have on hand 120 pounds of soda ash or equivalent. Work with park wastewater personnel to arrange appropriate discharge and provide documentation of safe disposal to the State's hydrogeologic consultants (Ground Water Science). No contaminated water may be discharged around the well on into surface drainage.

**(C) Pump and column pipe installation:**

- (1) Re-install well pump, pipe, and wire, and check function. Block at wellhead for step-drawdown test (Ground Water Science).
- (2) Step test standby approximately 2 hr. (or come back the next day).
- (3) During or after step test mix in a 250- to 300-gal tank: a) 100 gal. clean potable water, 8 gal. 5 % white vinegar or amount of chlorine pH buffer product meant for well chlorination specified by the supplier. Discharge into well after test is completed, b) in 100 gal of clean, potable water, mix 2 gal of fresh 12 % NSF-listed Na hypochlorite and pump into the well, c) Rig recirculation into the casing, d) Turn on well pump to mix, check pH, which should be between 5.5 and 6.5. e) Allow to sit for 24 hr, pump off until clear to containment or neutralized and dumped to surface drainage (if approved by the WV DNR) until total chlorine is < 0.2 mg/L by field test.
- (4) Once the post-cleaning step-drawdown test and chlorination are completed, reset in pitless unit and restore normal function.

**General Conditions:**

Qualifications: Contractor must be a licensed water well contractor in good standing in the State of West Virginia. Candidate contractors will be required to provide written, verifiable evidence of experience in similar well-cleaning tasks. Contractors will be required to have a written, site-specific health and safety plan available for inspection.

In case of coliform test failure: If a total coliform test is positive twice (or *E. coli* once) after the well is returned to service, repeat the chlorination procedure.

Chemical mixing equipment and tanks: Tanks and hoses shall be visibly clean and free of sand or debris from past work. Tanks shall be sufficiently large to handle chemical mixing. Circulation pumps (electrical or motor powered) are needed for mixing and pumping into the well. All equipment shall be safe, resistant to aggressive solutions, and free from leaks.

No polyphosphates or phosphoric acids are to be used due to the tendency to degrade in the formation to orthophosphate or organic-P and to stick to clays, providing phosphate nutrient for regrowth of biofouling organisms.

**Authority:** At the pleasure of the State of West Virginia, Smith-Comeskey Ground Water Science's onsite advisor will advise on and assist with chemical treatment and have final say on solutions, application, site management, and safety issues.

These instructions supplied by and © 2010-2011 Smith-Comeskey Ground Water Science LLC. Questions: Stuart Smith, 419.235.4955 or email [stuart@groundwaterscience.com](mailto:stuart@groundwaterscience.com).



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(Q)
(Name of Principal)
By (S)
(Must be President or Vice President)
(T)
Title

Surety Corporate Seal

(U)

(V)
(Name of Surety)

(W)
Attorney-in-Fact

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, TO-WIT:

I, \_\_\_\_\_, after being first duly sworn, depose and state as follows:

- 1. I am an employee of \_\_\_\_\_; and,  
(Company Name)
- 2. I do hereby attest that \_\_\_\_\_  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

RFQ No. \_\_\_\_\_

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 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.

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** \_\_\_\_\_