



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
 DEP14375

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

ENVIRONMENTAL
 375 MOUNTAIN LANE
 TAZEWELL, VA 24651

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/03/2008				
BID OPENING DATE: 07/29/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		830-70		
<p>UST REMEDIATION INVOICE REVIEW SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE THE SERVICE OF INVOICE REVIEW AS RELATED TO REMEDIATION COSTS AT SITES PREVIOUSLY INSURED BY THE WEST VIRGINIA UNDERGROUND STORAGE TANK INSURANCE FUND, PER THE FOLLOWING SPECIFICAITONS, BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE.</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON 07/17/08 AT 10:00 AM AT THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S HEADQUARTERS LOCATED AT 601 57TH STREET, SE, CHARLESTON, WV 25304. PLEASE CALL 304.926.0499 FOR ADDITIONAL ASSISTANCE WITH DIRECTIONS PRIOR TO THE BID MEETING.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN</p>						

RECEIVED
 08 JUL 29 AM 11:56
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>J. K. ...</i>	TELEPHONE 276-701-3093	DATE 7/19/08	
TITLE <i>Op. Mgr</i>	FEIN 20-4398977	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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ENVIRONMENTAL LLC
 375 Mountain Lane
 Tazewell, VA 24651

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET
 CHARLESTON, WV
 25304 304-926-0499

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07/03/2008				

BID OPENING DATE: 07/29/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP14375</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO M</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. R. [Signature]</i>	TELEPHONE 276-701-3097	DATE 7/19/08
TITLE <i>Op. MGR</i>	FEIN 20-4398977	ADDRESS CHANGES TO BE NOTED ABOVE

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 6

ADDRESS CORRESPONDENCE TO ATTENTION OF
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 304-558-2157

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TYPE NAME/ADDRESS HERE

Envirocheck, LLC
 375 MOUNTAIN LANE
 TAZEWELL, VA 24651

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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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: ENVIROCHECK OF VA, INC

DATE: 7/19/08

SIGNED: Jack A. Rhoads III

TITLE: Op. Manager

* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".
 (REV. 12/00)

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Jack A. Rhoads III</u>	TELEPHONE <u>276-701-3093</u>	DATE <u>7/19/08</u>
TITLE <u>Op. Manager</u>	FEN <u>20-4398977</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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Envirocheck, LLC
375 MOUNTAIN LANE
TAREWELL, VA 24651

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				NO. 1 <i>Received 7/19/08</i>		
				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 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 style="text-align: center;"><i>J. A. [Signature]</i> SIGNATURE</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. A. [Signature]</i>	TELEPHONE 276-101-3093	DATE 7/19/08
TITLE <i>Op. Mgr.</i>	FEIN 20-4398977	ADDRESS CHANGES TO BE NOTED ABOVE

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 4

ADDRESS CORRESPONDENCE TO ATTENTION OF
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RFQ COPY

TYPE NAME/ADDRESS HERE

EWi-rochok LLC
375 Mountain Lane
Tarwell, VA 24651

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET
 CHARLESTON, WV
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REASON CHECKED: <input type="checkbox"/> 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 <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR 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 <input type="checkbox"/> BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION. B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> 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;						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. D. [Signature]</i>	TELEPHONE 276-701-3093	DATE 7/19/08
TITLE <i>B.P. [Signature]</i>	FEIN 20-4398977	ADDRESS CHANGES TO BE NOTED ABOVE

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TYPE NAME/ADDRESS HERE

VENDOR

Envirocheck, LLC
375 MOUNTAIN LANE
TAZEWELL, VA 24651

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET
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<p>OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. Alford</i>	TELEPHONE 276-701-3093	DATE 7/19/08
TITLE <i>of. MGR</i>	FEIN 20-4398977	ADDRESS CHANGES TO BE NOTED ABOVE

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

#DEP14375

REQUEST FOR QUOTATIONS SPECIFICATIONS

The West Virginia Department of Environmental Protection (DEP) is releasing this request for quotations (RFQ) to qualified vendors to review invoices related to remediation costs at sites previously insured by the West Virginia Underground Storage Tank (UST) Insurance Fund. As part of this quotation, a mandatory prebid conference will be held to answer questions and provide clarification to vendors. Any changes to the RFQ will result in an addendum being provided to all vendors in attendance at the prebid.

Background of the Program

A state-managed self insurance fund for underground storage tank insurance was authorized by the West Virginia Legislature in 1990. An insurance policy was developed and distributed to all participants. The WVDEP closed the insurance coverage portion of the program by not renewing policies after October 1, 2000. Senate Bill No. 490 was passed by the Legislature on March 8, 2007 requiring the DEP to submit a proposal for the remediation and reimbursement of fifty-eight (58) sites previously insured under the Fund. Remediation work has continued at many of the sites, and reimbursement of these costs is important. The DEP has continued to collect invoices from those UST owners who have continued to remediate their sites. These invoices have not been reviewed to determine which costs are reimbursable or consistent with industry standards. Additionally, the DEP expects to receive invoices for future work that is carried out in accordance with plans and agreements executed between the DEP and the UST owners. The DEP has recently received appropriations from the Legislature allowing it to retain a vendor who can begin reviewing the invoices and complete the work by July 1, 2009.

Scope of Work

To date, the DEP has received approximately 950 separate invoices amounting to approximately \$3 million dollars, for work conducted at the subject sites. The vendor's first priority will be to commence reviewing invoices for the approximately \$180,000 of costs submitted for eight (8) sites now considered closed by the DEP (i.e. remediation work has been satisfactorily completed). The first task must be completed within four months of contract award date. The second task will be to review the remaining invoices, in order of date received and must be completed within nine months of contract award date. At the completion of this task, the vendor will review any invoices related to the seven (7) priority sites continuing to perform work now and throughout fiscal year 2009.

Requirements

The vendor selected to carry out this contract will: review and evaluate invoices in accordance with the Scope of Work described above; evaluate invoices to ensure reimbursements do not exceed the limits of liability previously in existence; coordinate activities with the DEP, including assisting the DEP in ensuring sites are conducting remediation work in accordance with agency-approved agreements; ensure that owners have followed the DEP's requirement to

obtain three bids for future remediation work; ensure that owners have complied with applicable prevailing wage requirements; attend UST Advisory Committee meetings; assemble and report data as requested; travel to sites for review and evaluation of remediation work at the sites; and make recommendations to the Advisory Committee and DEP regarding reimbursement of invoices.

Within 30 days of contract award the vendor shall submit written procedures for reviewing and evaluation of invoices. Within 10 days of DEP's approval of the vendor's procedures, the vendor shall begin reviewing and processing the existing submitted invoices in accordance with the Scope of Work. Review of invoices for the ongoing work at the seven (7) priority sites shall commence after the work on existing invoices is complete, and recommendations shall be made for all invoices submitted before April 1, 2009, by no later than July 1, 2009. A representative of the vendor will be present at UST Advisory Committee meetings and will deliver reports to the DEP and the UST Advisory Committee, which will include updates on the status of invoice reimbursement.

- Handling procedures for invoice processing: The vendor will evaluate an invoice recommending payment or denial of all invoices in accordance with the above Scope of Work. The vendor will prepare recommendations for payments and related records with due diligence and develop an effective written internal quality control review process to minimize errors and avoid duplicate recommendations.
- Provide the names and qualifications of key personnel that will be assigned to work on this project. A person who is responsible and accountable for the vendor's overall operations shall be designated as a contact for DEP.
- Data collection and development of UST information must use the same nomenclature as the DEP and include the DEP UST identification number (convert the claim number to the id number). Any database established will be owned by the state. Any computer software developed by the vendor in connection with the performance of its duties under this contract shall be the property of the contractor, except that the DEP is hereby granted a perpetual non-exclusive license to the software. The license to the DEP shall include possession by the DEP of system specifications and operating procedures.
- A professional geologist must be retained on staff.
- Individuals working for the vendor must have background work and experience in the following areas:
 - 1) At least 10 years of geotechnical construction management and environmental service experience
 - 2) Feasibility studies of environmental sites.
 - 3) Geotechnical investigations.
 - 4) Construction management.
 - 5) Environmental site assessments.
 - 6) Petroleum contamination remediation technologies.
 - 7) Environmental Insurance Audits.

Bidding

Provide costs as follows:

- 1.0 Invoice Handling Costs – This should include a flat rate per UST Site (UST ID#) that encompasses review, evaluation and recommendation for payment of all invoices reviewed during any given month.
- 2.0 Administrative Costs – This should include all other costs associated with the administration of this contract (travel, personnel, etc.). A cost per month must be submitted on the bid sheet.

Invoice

All invoices with recommendation for payment will be submitted on a monthly basis to DEP and the UST Advisory Committee. Each recommended invoice for payment must identify the UST ID Number for which services are being invoiced.

Vendor Registration


The apparent successful vendor must be registered prior to the award of an actual contract. To become a registered vendor you can call 304-558-2311 and obtain a Vendor registration and Disclosure Statement, Form WV-1.

Oversight

The DEP reserves the right to oversee and review documents throughout the contract term.

Additional Information

In the event of termination of the contract, the vendor shall promptly supply the DEP with all information necessary for reimbursement of any outstanding invoices and return any invoices and related documents in the vendor's possession.

 A conflict of interest clause applies to contract/consultants who perform or oversee remediation at UST sites and to the vendor awarded this contract, and/or any of its subsidiaries or sister companies, who shall not perform remediation work at a site during the term of the contract.

WV Underground Storage Tank Insurance Fund

Requisition # DEP14375

BID SCHEDULE

Company Name: ENVIROCHECK, LLC

Address: 375 MOUNTAIN LANE

City, State, Zip: TAZEWELL, VA 24651

Phone & Fax No.: 276-472-2174 / 276-472-2425

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	40	Monthly Invoice Handling Costs: per UST Site (UST ID#)	\$ 375 - per site	\$ 15,000 -
2.0	12	Administrative Costs per Specification	\$ 1150 - per month	\$ 13,800 -
TOTAL				\$ 28,800 -

Quantities listed above are for bid evaluation purposes only.
Open-end contract award will only include unit prices.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

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 materials, 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.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Envirocheck of VA, Inc

Authorized Signature: [Signature] Date: 7/19/08

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130



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
 DEP14375

PAGE
 1

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

VENDOR

*830113239 276-472-2174
 ENVIROCHECK LLC
 375 MOUNTAIN LN
 TAZEWELL VA 24651

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/17/2008				

BID OPENING DATE: 07/29/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE UST REMEDIATION INVOICE REVIEW SERVICES RFQ TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THE 07/17/08 PRE-BID MEETING.						
BID OPENING DATE AND TIME REMAIN 07/29/08 @ 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		830-70		
UST REMEDIATION INVOICE REVIEW SERVICES						
***** THIS IS THE END OF RFQ DEP14375 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>J. Alford</i>	TELEPHONE 276-781-3098	DATE 7/17/08
TITLE <i>D.P. McGee</i>	FEIN 20-4398977	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM #1
DEP14375
UST INSURANCE FUND

Prebid conference was held on July 17, 2008 at 10:00 a.m. Below are questions and answers from the prebid and attached is the mandatory prebid sign in sheet.

1. Question: Does every sheet of bid need to be signed?
Answer: To be on the safe side go ahead and sign all pages.

2. Question: Is all documentation for the first priority group available from DEP?
Answer: All documentation should be in the file but some leg work may have to be done by the vendor to reconcile submitted invoices.

3. Question: Will UST project managers be available for questions and will a list of contacts be provided?
Answer: Yes

4. Question: Who will the main DEP contact be?
Answer: At this time that has not been decided. By the time the contract award we will have a main DEP contact.

5. Question: We realize the quantities on the bid sheet are for bidding purposes only, but to clarify we could have 15 invoices one month, 7 the next and maybe 20 the next?
Answer: Yes

6. Question: We understand there are new UST rules so the emphasis is on the 58 sites under the old rules?
Answer: Correct, there will be no new sites, we are just trying to close out the existing 58 sites.

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14375
Project: UST Insurance Fund

Bid Date: 07/29/08
Pre-Bid Date: 07/17/08

Name : Heslin Pruddy
Company: Enviro Clean of Va, LLC
Address: 375 Mountain Lane
Terrebee, Va 24651
Phone #: 276-472-2174
Fax #: 276-472-2425
Email : JL.Pruddy@earthlink.net

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : Edward G. Aguirre
Company: Ed Aguirre & Associates
Address: 1300 C Corporation ^{Inc}
Parkway
Raleigh, NC 27608
Phone #: (919) 510-5969
Fax #: (919) 510-5901
Email : egaguirre@edaguirre.com

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : Bryan Arthur
Company: WV DEP
Address: P.O. Box 38
French Creek WV
26018
Phone #: 304-924-6201
Fax #: 304-924-6781
Email : barthar@wvdep.org

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : Sherry Hale
Company: DEP
Address: 601 57th St SE
Charleston WV 25304
Phone #: 926-0499 x1471
Fax #: _____
Email : shale@wvdep.org

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____