

ENVIROPROBE

INTEGRATED SOLUTIONS, INC.

DRILLING + ENGINEERING + ENVIRONMENTAL PROFESSIONALS

January 21, 2009

Mr. Chuck Bowman
Purchasing Division
West Virginia Department of Administration
Building 15
2019 Washington Street East
Charleston, West Virginia 25305

Re: Request for Quotation #DEP14486
WVDEP-OER
Environmental Risk Assessor

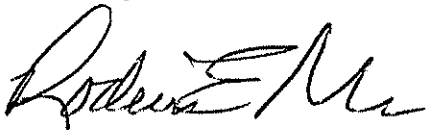
Mr. Bowman:

EnviroProbe Integrated Solutions, Inc. is submitting this quotation and the required supplemental information for Request for Quotation (RFQ) #DEP14486. The supplemental information attached with this submittal as required by the RFQ includes:

1. Current resume for Roderic E. Moore, P.E., LRS
2. Copy of M.S. Diploma for Roderic E. Moore, P.E., LRS
(This is the information required based on the RFQ and the mandatory pre-bid meeting held at the WVDEP office on January 8, 2009)

Please contact EnviroProbe at (304) 776-6717 should you have any questions or desire further information.

Sincerely,



Roderic E. Moore, P.E., LRS, CWD
President

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2009 JAN 21 P 12:55
PURCHASING DIVISION
STATE OF WV

Attachments

AREAS OF SPECIALIZATION

Roderic E. Moore, P.E., LRS is president of EnviroProbe Integrated Solutions, Inc. (EnviroProbe), a professional engineering, environmental consulting, and drilling/direct-push firm.

He possesses extensive experience providing solutions to variety of complex engineering and environmental projects for various private, retail/commercial, and industrial clients, as well as state and federal government agencies.

ENVIRONMENTAL ENGINEERING AND MANAGEMENT

Mr. Moore offers a combination of project management, technical expertise and leadership experience in the environmental, engineering, regulatory compliance, and health and safety industry. His related experience and expertise is comprised of over 15 years completing engineering and environmental projects which have included:

- Regulatory Compliance
- Solid/Hazardous Waste Management
- Storm/Wastewater Management & Treatment
- Phase I/II Environmental Site Assessments
- "Brownfield" Voluntary Remediation
- Waste Minimization and Management
- Staff Training and Development
- SPCC Plans and Spill Response
- Expert Testimony
- Health and Safety Planning
- Remediation Design/Implementation
- Risk-based Corrective Action
- Risk Assessments
- Health and Safety Plan Monitoring
- Soil - Groundwater Remediation
- Environmental Compliance Audits
- Groundwater Protection Plans
- Permitting and Regulatory Liaison

EDUCATION AND REGISTRATION

- **M.S. Civil and Environmental Engineering**, West Virginia University - December 1994
- **B.S. Civil Engineering**, West Virginia University - May 1992

- West Virginia State Board of Registration for Professional Engineers (P.E. Reg. No. 16390)
- Licensed Remediation Specialist (LRS #41), WV Department of Environmental Protection
- Class B Underground Storage Tank Remover (#B654), WVDEP
- West Virginia Certified Well Driller (CWD #0154); WVDEP
- 40 Hour OSHA Hazardous Waste and Emergency Response (Current 8-hour Refresher)
- OSHA Confined Space Entry Training (entrant and attendant)
- ASFE Fundamentals of Professional Practice course

ENVIROPROBE

INTEGRATED SOLUTIONS, INC.

DRILLING ♦ ENGINEERING ♦ ENVIRONMENTAL PROFESSIONALS

Roderic E. Moore, P.E., L.R.S.

President

remoore@enviroprobeinc.com

EMPLOYMENT HISTORY

March 2006 - Present	EnviroProbe Integrated Solutions, Inc.
March 1997 - March 2006	Potesta & Associates, Inc.
January 1996- March 1997	Terradon Corporation
September 1994 - January 1996	Omega Environmental Services, Inc.
January 1994 - August 1994	Rucker & Associates, Inc.
1992 - 1993	West Virginia University, <i>Graduate Research Assistant</i> ,
Summer 1992	Stilson and Associates, Inc.
Summers 1990 - 1991	West Virginia Department of Transportation

PROFESSIONAL ORGANIZATIONS/AFFILIATIONS

- American Society of Civil Engineers
- National Ground Water Association
- Air and Waste Management Association
- Water Environment Federation
- Hazardous Materials Control Resources Institute

PROFESSIONAL EXPERIENCE

EPA BROWNFIELD AND WVDEP LICENSED REMEDIATION SPECIALIST

Mr. Moore has been the Licensed Remediation Specialist, WVDEP Project Manager of record, or Project Manager for the following Brownfield/Voluntary Remediation Program (VRP) sites in West Virginia:

- VRP - WV Central Credit Union Site - Vienna, WV
- Brownfield Cleanup Grant - City of Clarksburg - Adamston Flat Glass - Clarksburg, WV (LRS and Risk Assessor Sub-Consultant)
- Brownfield Petroleum Assessment Grant - City of Charleston - Charleston, WV (ESA and Geoprobe Direct Push Subcontractor)
- VRP - Charleston Sanitary Board, Copenhagen Park Former Sludge Facility - Charleston, WV
- VRP - Proposed Wal-Mart - Glen Dale, WV
- VRP - Blenko Glass - Milton, WV
- VRP - City of Parkersburg - Former CSX Site - Parkersburg, WV
- VRP - Former G-M Properties Site (Roman Catholic Diocese of Wheeling-Charleston) - Charleston, WV
- WVDEP - Former Fostoria Glass - Moundsville, WV
- VRP - Poor Charlie & Company, Inc., Cremer Iron & Metal - Parkersburg, WV
- VRP - Amherst Industries, Former Pt. Pleasant Marine (Parcel 1) - Pt. Pleasant, WV
- VRP - Amherst Industries, Former Pt. Pleasant Marine (Parcel 2) - Pt. Pleasant, WV

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- VRP - Amherst Industries, Amherst Dock Facility – Chelyan, WV
- VRP - Poor Charlie & Company, Inc., Riverside - Glasgow, WV
- WVDEP - PPG/Former Marshall Army Landfill - New Martinsville, WV
- WVDEP - Former WV Plastics (Baby World) – Grafton, WV
- VRP - Poor Charlie & Company, Inc., Campbell’s Creek - Charleston, WV
- VRP - Poor Charlie & Company, Inc., Sattes – Nitro, WV
- VRP - T.L. Diamond & Company and E.I. DuPont de Nemours & Company, Spelter Smelter Facility – Spelter, WV
- VRP - Meyer Darragh Buckler Bebenek & Eck, Tanker Truck Spill Site – West Hamlin, WV
- VRP - Desco, Inc. – Weirton, WV
- VRP – Former Pack Lumber Site – Marmet, WV

These multi-disciplinary projects involved environmental site assessment, risk assessment, remediation work plan preparation/design, remediation work plan implementation, and follow-up reporting and/or monitoring.

ENVIRONMENTAL SITE ASSESSMENTS, RISK ASSESSMENTS, AND REMEDIATION

Leaking Underground Storage Tank (UST) Sites:

- Numerous commercial properties (non-retail petroleum)
- Numerous single-site UST Owners
- SuperAmerica
- Limbocker Oil Company
- Petroleum Products, Inc. – One Stop
- Go-Mart, Inc.
- Triumph Energy Corporation
- WV-American Water Company
- Marathon Petroleum Company, LLC
- Amherst Industries, Inc.
- Englefield Oil Company
- Phase II ESAs for Property Transactions
- Auto Dealerships
- West Virginia Department of Environmental Protection

Phase I ESAs – Property Transactions:

- Banks
- Sellers
- Buyers
- Architectural and Engineering firms
- Developers
- City Governments
- County Governments

Phase II ESAs:

- UST/LUST sites
- Chemical industry
- Commercial property
- Residential property
- City-owned property
- County-owned property
- Manufacturing facilities
- Industrial facilities
- Industrial waste facilities
- Brownfield/Voluntary Remediation sites

SPILL CLEANUP AND EMERGENCY RESPONSE

- Trucking Companies
- Insurance Providers
- Coal Companies
- Chemical Industry
- Retail Petroleum
- Bulk Petroleum Facilities

CERCLA/RCRA/SUPERFUND

- Fike/Artel Chemical Site – Nitro, WV
- Burke Parsons Bowlby – Spencer, WV
- Burke Parsons Bowlby – Goshen, VA
- Monsanto/Solutia – Nitro, WV
- Columbia Gas Transmission – Charleston, WV
- Raleigh Junk Company – Sattes, WV
- Raleigh Junk Company - Parkersburg, WV
- Raleigh Junk Company – Charleston, WV
- Twin City Iron & Metal – Bristol, VA

ENERGY AND RESOURCE EXTRACTION

- Columbia Gas Transmission
- Massey Coal Services
- International Coal Group
- Arch Coal
- GASCO, Inc.

ENVIROPROBE

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DRILLING ♦ ENGINEERING ♦ ENVIRONMENTAL PROFESSIONALS

PERMITTING AND COMPLIANCE

Roderic E. Moore, P.E., L.R.S.

President

remoore@enviroprobeinc.com

NPDES Permitting:

- Construction activities
- Industrial/manufacturing activities
- Remediation activities

Compliance Audits:

- Numerous clients

Spill Prevention, Control and Countermeasure (SPCC) Plans:

- Bulk Storage Facilities
- Numerous clients storing petroleum products
- Boggs Aviation – Spencer, WV
- Amherst Industries, Inc.



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
 DEP14486

PAGE
 1

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

RFQ COPY
TYPE NAME/ADDRESS HERE
 EnviroProbe Integrated Solutions, Inc.
 630 Cross Lanes Drive
 Nitro, WV 25143

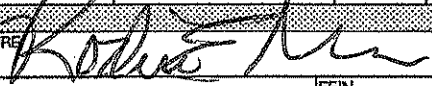
ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 ENVIRONMENTAL REMEDIATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/22/2008				

BID OPENING DATE: **01/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	HR		946-36		
<p>ENVIRONMENTAL RISK ASSESSOR</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF LAND RESTORATION, SEEKS BIDS FOR AN ENVIRONMENTAL RISK ASSESSOR TO DETERMINE ECOLOGICAL AND HUMAN HEALTH RISKS THAT MAY BE ASSOCIATED WITH PROJECTS IN THE VOLUNTARY REMEDIATION AND REDEVELOPMENT PROGRAM, PER THE FOLLOWING SPECIFICATIONS, BID REQUIREMENTS, AND TERMS & CONDITIONS.</p> <p>A MANDATORY PRE-BID CONFERENCE IS SCHEDULED FOR JANUARY 08, 2009, AT 10:00 AM AT THE DEP KANAWHA CITY HEADQUARTERS AT 601 57TH STREET IN CHARLESTON, WV. FAILURE TO ATTEND THIS MEETING WILL RESULT IN THE DISQUALIFICATION OF ANY VENDOR'S SUBMITTED BID.</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 THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: (304) 776-6717 DATE: 01/20/09

TITLE: President FEIN: 75-320-9892 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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 fee.
5. 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.
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 Cover 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 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 case 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:
 DEP14486

PAGE:
 2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/22/2008				

BID OPENING DATE: 01/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT.</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:
DEP14486

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/22/2008				

BID OPENING DATE: **01/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDDR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</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>						

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
DEP14486

PAGE
4

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

RFQ COPY

TYPE NAME/ADDRESS HERE

ENVIROPROBE

INTEGRATED SOLUTIONS, INC.
 630 Cross Lanes Drive
 Nitro WV 25143

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/22/2008				

BID OPENING DATE: **01/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				CB-23		
RFQ. NO.:				DEP14486		
BID OPENING DATE:				01/22/2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				(304) 776-6769		

CONTACT PERSON (PLEASE PRINT CLEARLY):				Roderic E. Moore		

***** THIS IS THE END OF RFQ DEP14486 ***** TOTAL:						\$80,500

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Roderic E. Moore</i>	TELEPHONE 304-776-6717	DATE 01/20/08
TITLE President	FERN 75-3209892	ADDRESS CHANGES TO BE NOTED ABOVE

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

State of West Virginia **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: EnviroProbe Integrated Solutions, Inc. Signed:

Date: 01/20/09 Title: President

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

RFQ No. DEP 14486STATE 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: EnviroProbe Integrated Solutions, Inc.Authorized Signature:  Date: 01/20/08

REQUEST FOR QUOTATIONS
SPECIFICATIONS
DEP14486

The West Virginia Department of Environmental Protection (DEP) is releasing this request for quotations (RFQ) to qualified vendors to secure an environmental risk assessor to determine ecological and human health risks that may be associated with projects in our Voluntary Remediation and Redevelopment Program (VRRP). 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

The West Virginia Department of Environmental Protection (WVDEP), Division of Land Restoration, Office of Environmental Remediation (OER) oversees the Voluntary Remediation and Brownfield Programs which encourages the voluntary clean-up of contaminated sites and redevelopment of abandoned and under-utilized properties. Within this program, human health and ecological risks are evaluated by use of 1 or more levels of evaluation, in order to determine their suitability for reuse, and the need for applying engineering or institutional controls to mitigate remaining site risks.

The primary responsibility for providing an accurate assessment of site risks resides with the Licensed Remediation Specialist (LRS), who is retained by the property owner or interested party, to oversee the site evaluation. Once submitted, the risk assessment is reviewed by an agency Risk Assessor to ensure it complies with applicable regulatory requirements, and is supported by adequate analytical data. In addition, an agency risk assessor is often consulted during the early stages of a site investigation, to assist in developing a sampling and analysis plan. This ensures that samples are collected from appropriate locations, analyzed for relevant contaminants, and that the resulting data are appropriate for use in assessing site risk.

At the present time, risk assessments are most often performed and/or evaluated by agency toxicologists. Due to the variability in workloads of internal personnel, however, and the statutory requirements for timely review of documents submitted to the VRRP, the agency may experience a temporary need for additional capacity in order to meet required review deadlines for risk assessment and related documents. As this need is transient, the agency has determined that it is best met by use of an independent contractor.

DEFINITION

An *Environmental Risk Assessor* evaluates the exposure of human and ecological receptors to contaminants in environmental media (soil, groundwater, air) and determines the likelihood that such exposure, over a defined period of time, would result in an adverse impact to the health of the receptor. Because risk assessments are dependent upon mathematical constructs of interactions between living organisms and contaminants in their environments, risk assessors must possess a knowledge of toxicology, statistics, biology, and chemistry, as well as the ability to apply appropriate computer models to simulate contaminant behavior in environmental media and/or contaminant uptake and distribution within a biological system.

In addition to technical skills, a risk assessor should have an understanding of state and federal regulations and guidance specific to risk assessment and environmental law is necessary. A cursory knowledge of related disciplines (e.g. geology, ecology, etc.) is also helpful.

CONDITIONS

WVDEP will enter into an *open-end contract* with one (1) Risk Assessor. Any expenses incurred while developing this cost proposal are considered incidental to the project and will not be billed to the WVDEP. In addition, WVDEP may contract separately with any source(s) considered qualified, due to their professional specialization, proximity to project site and any other considerations pertinent to the performance of Risk Assessor services by putting the project out for public bid through the Purchasing Division of the Department of Administration.

SCOPE OF WORK

The work involves assisting the Office of Environmental Remediation in reviewing and making recommendations on risk assessment, risk characterization and risk management related documents and activities submitted and performed by Licensed Remediation Specialists (LRSs). Results of the review must be communicated to both the OER Project Manager and senior OER Toxicologist as a written report that may be included as an attachment to, or summarized in subsequent communication to the LRS.

All results, submittals, and reports shall become the sole property of WVDEP.

At the discretion of the Vendor, any individual possessing sufficient experience in the preparation of human health and ecological risk assessments and/or knowledge in the applicable disciplines of toxicology, statistics, biology, and chemistry may conduct the review. The final report, however, must be prepared by, or under the direction of, an Environmental Risk Assessor, possessing qualifications as listed below.

QUALIFICATIONS

For purposes of this RFQ, an Environmental Risk Assessor must possess the following qualifications:

- **An earned doctoral degree in a relevant field of study from an accredited university and a minimum of three years of relevant professional experience; or**
- **A Masters of Science degree in a relevant field of study from an accredited university and a minimum of five years of relevant professional experience.**
- **Relevant professional experience must consist of work related directly to risk assessment, risk characterization and risk management activities, including at least one year performed at the supervisory or project manager level.**

Vendor must submit a current resume of pertinent education and work experience for the qualified individual, including proof of educational qualifications along with their bid. Failure to submit this required information will result in rejection of your bid.

NOTE: The DEP OER reserves the right to request and approve the credentials of any person assigned to perform work under this contract.

INVOICE:

A flat rate per hour will be the total charge to the state and will cover the full cost of all work hours including labor, travel and materials. The vendor will be contracted to provide Risk Assessor services on an "as needed" basis only. The vendor will invoice DEP on a monthly basis. All invoices must be accompanied by a sworn statement detailing actual hours worked.

INDEMNIFICATION:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

RECORD RETENTION (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request. Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

VENDOR REGISTRATION

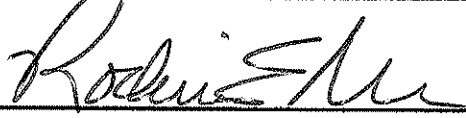
It is not required to be a registered vendor with the WV State Purchasing Division to submit a bid. However, the apparent successful vendor must be registered prior to the award of an actual contract.

DEP14486 BID SCHEDULE

¹Risk Assessor: \$ 115.00 / Hour X 700 Hours = \$80,500

ENVIROPROBE
INTEGRATED SOLUTIONS, INC.
630 Cross Lanes Drive
Nitro WV 25143

Vendor Name: EnviroProbe Integrated Solutions, Inc.

Signature: 

Date: 01/20/09

¹ The total number of hours listed are only used to determine the lowest cost and actual total hours may be greater or less.

ENVIROPROBE**INTEGRATED SOLUTIONS, INC.**

DRILLING ♦ ENGINEERING ♦ ENVIRONMENTAL PROFESSIONALS

Fax

To:	Chuck Bowman	From:	Rod Moore
Company:	Dept of Administration, Purchasing Division		
Fax:	304-558-3970	Pages:	5 (including cover sheet)
Phone:	304-558-2157	Date:	1/22/2009
Re:	DEP14486	CC:	

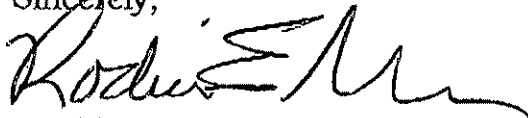
Urgent For Review Please Comment Please Reply Please Recycle

Comments:**ADDENDUM NO. 1****DEP 14486****Bid Opening January 29, 2009 at 1:30 PM**

Per instructions by Mr. Chuck Bowman of the Purchasing Division, EnviroProbe is submitting the attached acknowledgement of Addendum No. 1 to Request for Quotation DEP14486. The contents of Addendum No. 1 will NOT change our bid, which we previously submitted on January 21, 2009 before the original Bid Opening (January 22, 2009).

Please attach this acknowledgement to our original bid for the opening on January 29, 2009.

Sincerely,



President

RECEIVED
 2009 JAN 22 A 8:26
 PURCHASING DIVISION
 STATE OF WV



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

WV PURCHASING ACT, SECT. 5, 304-558-4115

Jan 21 2009 04:38pm P001/0001

**Request for
 Quotation**

RFQ NUMBER
 DEP14486

PAGE
 1

ADDRESS CORRESPONDENCE TO A PERSON OR
 CHUCK BOWMAN
 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE
 EnviroProbe Integrated Solutions, Inc.
 630 Cross Lanes Drive
 Nitro, WV 25143

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
01/21/2009						
BID OPENING DATE	01/29/2009					
			BID OPENING TIME 01:30PM			
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE ENVIRONMENTAL RISK ASSESSOR RFQ TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THAT 01/08/09 MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME ARE THEREFORE EXTENDED FROM 01/22/2009 TO 01/29/2009 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
<p><u>EnviroProbe Integrated Solutions, Inc. acknowledges receipt of Addendum No. 1. Based on the contents of Addendum No. 1, our bid, which was submitted to Purchasing on January 20, 2009, will NOT change.</u></p> <p><u>Please attach this acknowledgement to our bid previously submitted in a sealed envelope on January 20, 2009.</u></p>						
001	1	HR		946-36		
ENVIRONMENTAL RISK ASSESSOR						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Rodney M...</i>			TELEPHONE (304) 776-6717		DATE 01-22-09	
TITLE President		FEBN 75-320-9892		ADDRESS CHANGES TO BE NOTED ABOVE		

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

WV PURCHASING ACA SECT Fax 304-558-4115

Jan 21 2009 04:38pm P002/004

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 fee.
5. 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.
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 Cover 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 workplace 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 case 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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14486
Project: Risk Assessor

Bid Date: 01/22/09
Pre-Bid Date: 01/08/09

Name : Bruce Fishman
Company: RBE
Address: 650 Shady Drive
Beaver Falls PA
15010
Phone #: 724-846-4096
Fax #: 724-846-6974
Email: bruce.fishman@
riskbasedremediation.com

Name : Sam Wilkes
Company: Tetra Tech Inc
Address: 405 Capitol St
Suite 8608
Charleston WV 25301
Phone #: 304-414-0054
Fax #:
Email: SAM.WILKES@tetra.tech.com

Name : DAWN SOBUBERGER
Company: ENVIRONMENTAL PROGRAMS
CONSTRUCTION, LLC
6 Corso Road
Elkview WV 25891
Phone #: (304) 965-9395
Fax #: (304) 965-9395
Email: dawn@environmentalprograms.com

Name : Bryan Arthur
Company: WV DEP
Address: P.O. Box 35
French Creek, WV
26037
Phone #: 304-924-6801
Fax #: 304-924-6781
Email: Bryan.C.Arthur@wv.gov

Name : Mindy Armstrong
Company: Polysta + Assoc
Address: 7012 MacCorkle Ave SE
Charleston WV 25304
Phone #: 304 414 4702
Fax #: 304 343 9131
Email: myarmstrong@polysta.com

Name : Kathy Johnson
Company: Mountain State Business
Address: 6703 State Street Rd
Martinsburg WV 25757
Phone #: 304-762-2453
Fax #: 304-762-7453
Email: KJohnson@mountainstatebiz.com

Name : ROD MOOD
Company: ENVIROPROBE INC
Address: 600 CROSS LANE DR
MARTINSBURG WV 25143
Phone #: 776-6717
Fax #: 776-6769
Email: rmood@enviroprobe.com

Name : Richard F. Hoff
Company: The Mahfood Group, LLC
Address: 260 MILLERS RUN ROAD
BLOOMING PA 15017
Phone #: 784-448-2845
Fax #: 412-281-5358
Email: www.mahfoodgroup.com

WV DEP → Larry Sirinek
304-238-1220 x3511

Ed McGraw ← WV DEP
304-926-0499 x1751



west virginia department of environmental protection

Division of Land Restoration
P.O. Box 38, St. Rt. 20 South
French Creek, WV 26218
(304) 926-0499 ext. 1201, fax (304) 924-6781

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
www.wvdep.org

MEMORANDUM

To: Mark Cline
From: Bryan Arthur
Date: January 20, 2009
Subject: Addendum to DEP14486- Environmental Risk Assessor

As a result of the pre-bid we had the following questions:

Question 1:

If I get subpoena or have to do a deposition on WVDEP's behalf, regarding one of the projects that I am working on or worked on, do I get reimbursed under this contract for my time?

Answer 1:

Should the agency request additional assistance from the contractor for testimony in any state or federal court or before any board or other administrative body associated with a document prepared under this agreement, such assistance shall be considered to be within this scope of work for purposes of billing and compensation.

Question 2:

What type of information will you accept to satisfy the educational and experience submittal requirements? Do I have to send certified transcripts?

Answer 2:

A resume showing your work experience and education and a copy of your diploma shall satisfy this submittal requirement. You do not have to send transcripts. Submittal of an example of a risk assessment or a risk assessment review that you have performed will help demonstrate your relevant professional experience and may be submitted on a CD.

Promoting a healthy environment.