



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
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Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information Contact Default Values Discount Document Information

Procurement Folder: 96715

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: 000000163048

SO Doc ID: DEP1600000047

Legal Name: ALLSTAR ECOLOGY LLC

Published Date: 3/1/16

Alias/DBA:

Close Date: 3/24/16

Total Bid: \$52,500.00

Close Time: 13:30

Response Date: 03/24/2016

Status: Closed

Response Time: 13:08

Solicitation Description: Addendum 02 Open-end Environmental Risk Assessment

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 96715

Solicitation Description : Addendum 02 Open-end Environmental Risk Assessment

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2016-03-24 13:30:00	SR 0313 ESR0324160000004422	1

VENDOR

000000163048
 ALLSTAR ECOLOGY LLC

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Risk or hazard assessment	700.00000	HOUR	\$75.000000	\$52,500.00

Comm Code	Manufacturer	Specification	Model #
77101501			

Extended Description :	Environmental Risk Assessor
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STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: AllStar Ecology LLC

Authorized Signature: [Signature] Date: 3/23/16

State of West Virginia

County of preston, to-wit:

Taken, subscribed, and sworn to before me this 23 day of March, 2016.

My Commission expires July 11, 2022

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0313 DEP1600000047

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

AllStar Ecology, LLC

Company

Ernest Smith



Authorized Signature

3/24/2011

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

AllStar Ecology, LLC

(Company)



Ernest Smith, Project Manager

(Authorized Signature) (Representative Name, Title)

304-816-3490 1-866-213-2666 3/24/16

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
Environmental Risk Assessor

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection to establish an open-end contract for an Environmental Risk Assessor to determine ecological and human health risks that may be associated with projects in the WVDEP Voluntary Remediation and Redevelopment Program.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“WVDEP”** means the West Virginia Department of Environmental Protection.
 - 2.5 **“VRRP”** means the Voluntary Remediation and Redevelopment program.
 - 2.6 **“OER”** means the Office of Environmental Remediation.
 - 2.7 **“LRS”** means Licensed Remediation Specialist.
 - 2.8 **Environmental Risk Assessor means:** a person who evaluates the exposure of human and ecological receptors to contaminants in environmental media (i.e. soil, groundwater, air, sediments and surface water) and determines the likelihood that such exposure would result in an adverse impact to the health of the receptor.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below. Contracts will be awarded to all vendors who submit a bid and meet or exceed the mandatory requirements.

REQUEST FOR QUOTATION
Environmental Risk Assessor

3.1.1 Environmental Risk Assessor:

3.1.1.1 Background: The WVDEP Division of Land Restoration, Office of Environmental Remediation (OER) oversees the Voluntary Remediation and Redevelopment (VRRP) and Brownfield Programs.

Within these programs, human health and ecological risks are assessed by use of one or more levels of evaluation in order to determine suitability of these sites for reuse and the need for applying 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.

In addition, an agency risk assessor is often consulted during the early stages of a site investigation to assist in developing a preliminary conceptual site model supported by an appropriate sampling and analysis plan.

Currently, risk assessments are most often evaluated by agency toxicologists but the agency may experience a temporary need for additional capacity in order to meet required review deadlines for risk assessment and related documents.

3.1.1.2 Work Directives: Work will be ordered by issuance of a Work Directive. The Work Directive will contain the location of the project site, the specific problem, the work to be performed, and the time frame during which the work must be completed.

The Work Directive may contain work directives for more than one site if the sites are in close proximity of each other.

Provided there is no conflict of interest in review of a specific project, the Work Directive shall be awarded in the following manner:

3.1.1.2.1 The Work Directive award will go to the first lowest successful vendor.

REQUEST FOR QUOTATION
Environmental Risk Assessor

- 3.1.1.2.2 If the vendor accepts the Work Directive, a work plan and cost proposal will be required from the vendor as specified in the work directive. The vendor will have five (5) working days to accept or refuse the project.
- 3.1.1.2.3 If the vendor refuses the Work Directive, it will be offered to the second lowest successful vendor and so on.
- 3.1.1.2.4 The vendor's submitted work plan and cost estimate, containing the quantity estimates, shall be in accordance with the unit prices provided in the response to this RFQ. If the work plan and cost estimate are approved, the WVDEP will issue a Notice to Proceed which will specify the cost of the project and the starting and ending dates.
- 3.1.1.2.5 The vendor shall not begin work until a signed Notice to Proceed has been issued by the WVDEP.

3.1.1.3 Environmental Risk Assessor Information :

At the discretion of the vendor, an employee of the vendor with 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 qualification as listed below.

The Environmental Risk Assessor must possess the following qualifications:

- A doctoral degree in a relevant field of study from an accredited university and a minimum of three years of relevant professional experience; or
- Or a Master's 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.

REQUEST FOR QUOTATION
Environmental Risk Assessor

Vendors must submit a current resume of pertinent education and work experience of the qualified individual, including proof of educational qualifications. Failure to submit this required information within 48 hours upon request will result in rejection of the bid. A resume showing work experience and education and a copy of a diploma shall satisfy this submittal requirement. Official transcripts are not required. An example risk assessment report or a risk assessment review prepared by the vendor demonstration evidence of relevant professional experience must also be provided. Submission of the sample document(s) may be in electronic format.

The WVDEP reserves the right to request and approve the credentials of any person assigned to perform work under this contract.

3.1.1.4 Record Retention:

The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at the Vendor's location during normal business hours, 8:00AM to 5:00PM upon written request by the Agency within 10 calendar days after receipt of the request.

3.1.1.5 Confidentiality: The Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the Vendor to carry out the duties and responsibilities defined in this contract.

Documents will be sent to the vendor through a secured server. Failure to maintain confidentiality will result in cancellation of contract.

The 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 the Vendor.

REQUEST FOR QUOTATION
Environmental Risk Assessor

3.1.1.6 Testimony: 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 the scope of work for this contract and thus billed at the same hourly rate as the rest of the items in this contract.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract will be awarded to two (2) vendors. Vendors must provide resumes for verification of qualifications with their bid. Selection is based on rank order. However, if the vendor has a conflict of interest on the job, the next vendor will be selected to avoid the conflict of interest.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by bidding on the price per hour. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume of each item represents the approximate volume of anticipated purchases only. No future use of the Contract of any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address.

5 Ordering Procedure:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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Environmental Risk Assessor

5.2.1 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 contacted to provide Risk Assessor services on an “as needed” basis only. The vendor will invoice WVDEP on a monthly basis. All invoices must be accompanied by a sworn statement detailing actual hours worked.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 1 working day after orders are received. Vendor shall deliver emergency orders within 4 hours after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency’s location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor’s expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency’s location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency’s discretion.

REQUEST FOR QUOTATION
Environmental Risk Assessor

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Environmental Risk Assessor

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Ernest Smith _____
Telephone Number: 304-816-3490 _____
Fax Number: 1-866-213-2666 _____
Email Address: ernie@allstarecology.com _____

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 Vendor Preference, if applicable.

- 1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Ernest Smith

Signed: [Signature]

Date: 3/24/2016

Title: Project Manager