



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
DEP13860

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF WATER RESOURCES
601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/09/2006				

BID OPENING DATE: **09/21/2006** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		493-09		
<p>WATER, WASTE WATER AND SOIL SAMPLE ANALYSIS</p> <p>REQUEST FOR PROPOSAL</p> <p>TO DEVELOP TOTAL DAILY MAXIMUM LOADS FOR IMPAIRED WATERBODIES IN WEST VIRGINIA USING SAMPLES PROVIDED BY THE OFFICE OF WATER RESOURCES PER THE SPECIFICATIONS ATTACHED.</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>***** THIS IS THE END OF RFQ DEP13860 ***** TOTAL: _____</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'

**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 is automatically null and void, and is 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.

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.

SIGNED BID TO:

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

002

REQUEST FOR PROPOSAL (RFP) DEP13860
West Virginia Department of Environmental Protection
Division of Water and Waste Management

PART 1 GENERAL INFORMATION/TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Environmental Protection (WVDEP), Division of Water and Waste Management (DWWM), Total Maximum Daily Load Section (TMDL), hereinafter referred to as "Agency", to provide a contract(s) through competitive bidding for the purchase of environmental consultant services.

This is an open-ended competitive procurement. Joint proposals will be accepted. A contract may be awarded to one or more responsive and responsible Vendors if it is determined that a single award would be insufficient to accomplish WVDEP TMDL development needs. The awards will be based on an evaluation of the Vendor's TMDL development methodologies, management plans and available resources, experience and cost. If multiple contracts are awarded, selection at the time of purchase shall be the most practical and economical alternative and shall be in the best interests of the State.

1.2 Project:

The mission or purpose of the project is to develop Total Maximum Daily Loads (TMDLs) for impaired waterbodies in West Virginia. A TMDL establishes the maximum allowable pollutant loading for a waterbody allowing it to meet State Water Quality Standards, allocates loading among contributing sources, and provides a basis for taking actions necessary to restore water quality. TMDL development is required for impaired waters by the Federal Water Quality Planning and Management Regulations at 40 CFR 130.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains general information/terms and conditions, "Part 2" describes the background and working environment of the project, "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms/conditions and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received, and how the evaluation will be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Chuck Bowman, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

003

Absolutely NO contact shall be made by the vendor with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 Vendor Registration:

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order/contract.

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 Mandatory Requirements:

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 *Informational Sections:*

All information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 **Proposal Format and Submission:**

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code 5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Submit:

One original technical and cost plus (5) convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Chuck Bowman
Req#: DEP13860
Opening Date: 09/21/2006
Opening Time: 1:30 P. M.

1.9.4. **Best Value Purchasing Standard Format**

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 *Evaluation Criteria:* All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 *Proposal Format and Content*: Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 *Technical Bid Opening*: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 *Technical Evaluation*: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 *Cost Bid Opening*: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 *Cost Evaluation and Resident Vendor Preference*: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia State Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference 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 State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 *Contract Approval and Award*: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 **Rejection of Proposals:**

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the award is complete and documents have been microfilmed.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.16 **Schedule of Events:** (Dates to be set upon mutually agreed upon (TBA) after submission and approval of the RFP by Purchasing. Events not required may be deleted.)

Release of the RFP.....	08/09/06
Vendor's Written Questions Submission Deadline.	08/29/06
(Cut-Off time for questions is 12:00 NOON)	
Addendum Issued	09/08/06
Bid Opening Date	09/21/06

1.17 **Mandatory Prebid Conference:** (N/A)

1.18 **Affidavit:**
West Virginia State Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 **General Terms and Conditions:**

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 *Conflict of Interest:*
Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.19.2 *Prohibition Against Gratuities:*
Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

1.19.3 *Certifications Related to Lobbying:*
Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 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.

1.19.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

1.19.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to

terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.19.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.19.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

1.19.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the

event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.19.14 *Invoices, Progress Payments, & Retainage:* (Agency Option if appropriate.)

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

Progress Payment Schedule

- NPDES Permit Data and Summary Report (5%)
- Subwatershed Delineation Report (5%)
- Biological Stressor Identification Report (10%)
- Pollutant Source Report (10%)
- Hydrology Calibration (10%)
- Water Quality Calibration (10%)
- Base Condition and Allocation Development (10%)
- Preliminary Draft TMDL Report (10%)
- Refinement of Preliminary Draft TMDL Report (10%)
- Final Draft TMDL Report (10%)
- Final Draft - EPA approval (10%)

Specific dates for the delivery of components and progress payments shall be detailed in the project work directive.

1.19.15 *Liquidated Damages:* (Agency Option if appropriate)

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to provide (deliverables, meet miles stones identified to keep the project on target, or failure to meet specified deadlines) This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the

State or Agency may have legal cause for action including further damages against the Vendor.

1.19.16 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.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

Agency is located at 601 57th Street SE, Charleston, WV 25304.

2.2 Background:

The West Virginia Department of Environmental Protection, Division of Water and Waste Management, is responsible for the protection, restoration, and enhancement of the State's waters, including the responsibility for Total Maximum Daily Load (TMDL) development in West Virginia. Section 303(d) of the Federal Clean Water Act and the U.S. Environmental Protection Agency's (EPA) Water Quality Planning and Management Regulations (40 CFR Part 130) require states to identify waterbodies not meeting state water quality standards and to develop TMDLs for these waterbodies. A TMDL establishes the maximum allowable pollutant loading for a waterbody to meet the applicable standard, allocates that load among pollutant contributors, and provides a basis for taking actions needed to restore water quality.

WVDEP is committed to implementing a TMDL development process that reflects the requirements of TMDL regulations, provides for the achievement of water quality standards, and ensures that adequate stakeholder participation is achieved in the process. EPA Region III facilitated West Virginia TMDL development from 1997 through September 2003, after which West Virginia TMDLs were and will continue to be developed by the WVDEP.

TMDLs are waterbody-specific and may involve any parameter for which a numeric or narrative water quality criterion exists. West Virginia's most common impairments are those related to mine drainage, bacterial contamination, and general biological impairment. For streams impaired by mine drainage, TMDLs may require development with respect to the State's numeric water quality criteria for iron, aluminum, manganese, selenium, and/or pH. TMDLs for bacterial contamination must be based upon the

State's numeric water quality criteria for fecal coliform bacteria. Another common impairment for which TMDL development may be necessary involves acidic atmospheric deposition based upon the State's pH numeric water quality criterion. Biological impairment is determined through a biological assessment methodology. The causative pollutants and sources are often unknown or uncertain in biologically impaired waterbodies and must be determined in the TMDL development process. In the future, TMDLs may be needed for any pollutant for which a water quality criterion is established, or for other pollutants determined to be causative stressors of biological impairment.

The WVDEP will develop TMDLs in concert with a geographically-based approach to water resource management in West Virginia known as the Watershed Management Framework. Adherence to the framework ensures efficient and systematic accomplishment of TMDL development, statewide. As such, each annual group of TMDLs to be developed will correspond to specific geographical areas. Within those areas, impaired waterbodies will be geographically nested, to the maximum extent practical, into a TMDL development project. Attached is a map showing the hydrologic groupings of West Virginia's watersheds. The details for TMDL development projects will be accomplished through specific work directives to the selected Vendor(s).

Prior to Vendor involvement, the WVDEP will perform rigorous pre-TMDL monitoring at strategic locations in impaired, or potentially impaired waterbodies. Actual monitoring locations will vary based on the drainage pattern of studied watersheds. Station locations will attempt to characterize the extent of impairment. For impairments related to numeric water quality criteria, monthly monitoring will generally be performed for twelve months. Biological monitoring will also be conducted at selected stations to characterize stream health and assess general habitat conditions, and may include monthly monitoring for suspected causative pollutants. Source tracking information will augment pre-TMDL water quality monitoring and biological assessment through the identification and characterization of pollutant sources. The WVDEP will compile the stream monitoring and source tracking information and provide it to the Vendor. The WVDEP will review the results of the pre-TMDL monitoring effort, determine impaired waterbodies, and incorporate this information into the work directives for the TMDL projects.

As described in detail in the following section, the Vendor will provide necessary TMDLs in accordance with established deadlines. The first work directives under this contract are anticipated to be issued in October 2006 with TMDLs to be finalized by December 2008.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

Over the TMDL development period (approximately 28 months), the Vendor shall furnish the necessary labor, supervision and resources necessary to develop complete TMDLs for impaired waters as specified by the WVDEP. Expectations and requirements for each TMDL development project will be specified in work directives given to the selected Vendor(s).

The labor, supervision and resources to be provided under this contract shall be for all aspects of TMDL development including, but not limited to, data compilation and formatting, model selection, development and calibration, allocation scenario development, report development, public meeting participation, response to EPA and public comments, and technology transfer/training.

In the TMDL development process, approximately twelve months will be allotted for data development, source characterization, model development and calibration, and documentation of the base condition and allocation scenario alternatives. During the next four months, stakeholder input to the allocation process will be solicited and considered, and the Vendor will develop initial draft TMDL documents. During the subsequent three months, the Vendor will refine TMDL documents as directed by the WVDEP. TMDL finalization will be accomplished in the remaining seven months of the process. Finalization components include public notice of the draft TMDL, receipt and consideration of public comments, additional WVDEP-suggested draft document revisions, creation of a responsiveness summary that addresses public comments, and EPA-required revisions as necessary for approval of the TMDL.

3.2 **Scope of Work:**

3.2.1 *Work plan/methodology:*

A project kick-off meeting will be scheduled after the execution of the work directive. At this meeting, the Vendor shall present a plan of action addressing the project deliverables as per their scheduled completion dates. The plan will include a description of the methods and technical approach necessary to fulfill the various components of the project. WVDEP will schedule routine progress meetings and a tour of the project watersheds.

3.2.2 *Data Development:*

It shall be the Vendor's responsibility to gather and assemble all relevant data as specified by the WVDEP, with details to be determined individually for each TMDL development project. The WVDEP shall generate recent and comprehensive water quality monitoring data for impaired waters and provide it to the Vendor. The Vendor must be capable of data manipulations in a Microsoft® Access format in order to facilitate usage of WVDEP's current databases. The WVDEP will assist in the compilation of other available water quality data and pollutant source information as appropriate throughout the contract period. The data and sources necessary to fulfill TMDL development processes will be partitioned as follows:

Information supplied by WVDEP:

- Pre-TMDL water quality monitoring data
- Stream reach coverage
- Impairment assessments based upon water quality monitoring data
- Pollutant source location and characterization
 - Timber harvest areas and data
 - Permitted facility locations and NPDES data
 - Abandoned mine locations and data

- Oil and gas well locations
- Extent of public sewer systems/info on inadequate on-site sewage treatment

Information gathered by the Vendor:

- Land use/land cover classification
- Stream flow data
- Weather information from appropriate local or regional source
- Political jurisdictional boundaries
- Roads (paved and unpaved)
- Soil information
- Topographic and digital elevation data

3.2.3 *Subwatershed Delineation:*

The Vendor shall delineate the subwatersheds through a process which results in individual impaired stream occupancy of a single unit. The location of pre-TMDL monitoring stations shall also be considered. Subwatershed delineation will be structured as to conserve pollutants from upstream watersheds to downstream (receiving) watersheds, and will adhere to topographic boundaries. The Vendor will provide a sub-watershed delineation directory (CD) of the project watersheds which will contain ArcView® shapefiles of the subwatershed delineations and the stream reach file with highlighted impaired streams.

3.2.4 *Pollutant Source Summary:*

The Vendor shall characterize all pollutant sources in the project watersheds and provide a graphical directory (CD) that identifies the potential sources of stream impairments. This summary will be accomplished by presenting ArcView® projects with a separate view (or layer) for the impairment types found within the watershed (e.g. metals, pH, bacteria, etc.). Within each view there must be shapefiles representing the geographical features of the watershed and potential pollutant sources. A legend describing the views and the shapefiles is also required.

The Vendor must summarize all NPDES permit data in regard to the project watersheds so that relevant permitted point sources may be characterized. At a minimum, the Vendor will be responsible for assemblage of the following information, with certain assistance from WVDEP:

- NPDES permit number and type (e.g., coal mining, quarry, construction storm water, industrial, POTW, etc.)
- Outlet identification
- Outlet location
- Effluent limits
- Flow limits, where appropriate
- Outlet status (open or closed)
- Outlet duration (start and end dates)
- Associated drainage areas for NPDES outlets (for precipitation induced discharges)

- Continuous flow data for pumped discharges
- Outlets with flow limitations
- Effluent type codes, where applicable

The report shall be provided on a CD with summary worksheets of the mining and non-mining NPDES-related permits.

3.2.5 Biological Stressor Identification:

The Vendor will assign causative pollutants to impaired biological conditions as indicated through WVDEP assessment of benthic macroinvertebrates, or other biological communities. The Vendor will be required to evaluate all available information regarding biotic exposures to chemical and physical stressors in impaired biological assemblages. This will be facilitated through a strength-of-evidence approach. The Vendor will be required to formulate potential stressors to biological communities through a stressor pathway model. This process will accommodate a reasonable method through which biological community changes are accounted for in terms of stressor occurrence. The stressor identification process will culminate with decisions of causative stressors to specific impaired communities through the best professional judgment of WVDEP and the Vendor. However, the Vendor will also provide diagnostic methods (e.g. statistical models/metrics, tolerance values, and/or biotic indices) to assist in the identification of certain stressors resulting in impairment to biological communities.

The diagnostic resources will incorporate all available information regarding biological community characteristics and stressor exposures, including water chemistry, physical habitat, and field narratives. The diagnostic resources must discern reference community conditions, defined by WVDEP, from stressed or impaired communities, as well as stressed communities from one another. Stressor diagnostics resources will also mandate the determination of biotic tolerance values for all benthic macroinvertebrates collected by WVDEP in regard to causative pollutants. The diagnostic resources must function as an independent electronic program and be capable of incorporation into current biological monitoring resources/databases utilized by WVDEP. Diagnostic resources will also be capable of assessment and stressor categorization for biological communities requiring analysis by WVDEP personnel (i.e. all biological community information contained in WAPBASE).

The Vendor will assemble all resources necessary to conduct a final stressor identification meeting held at WVDEP headquarters. Resources will include, but shall not be limited to, scientific experts with regional entomological knowledge and other supporting personnel, graphical representation of all significant analytes used in the stressor identification process, results/outputs of the diagnostic resources in the form of numeric designations assigned to each stressor group, and documentation of all decisions resulting from the meeting.

A report detailing the most likely stressors to the biologically impaired streams will be prepared by the Vendor. This report must be inclusive of all biologically impaired streams in targeted TMDL watersheds, and adhere to the results of stressor determination. The report (CD) will incorporate tables/figures depicting the results of stressor identification through the candidate cause pathway, illustrate the results of the

diagnostic resources and capture the final weight-of-evidence decisions as to the most likely stressors of the biologically impaired streams.

3.2.6 *Watershed Models:*

The Vendor will use best-suited hydrological/water-quality models proven capable of meeting and fulfilling required TMDL development functions; however, modification or additional model development may be needed. The Vendor shall use nonproprietary models, model codes, and tools (i.e. those in the public domain). In addition, the Vendor shall also provide technical transfer of all models, model codes, tools, and relevant data to WVDEP personnel and databases without restriction to distribution. The modeling and data management process must accomplish, but may not be limited to, the following:

- Simulation of watershed hydrology based on local meteorological data
- Simulation of in-stream pollutant concentrations under a range of flow conditions, for existing, baseline and TMDL pollutant loading scenarios
- Evaluation of compliance with water quality criteria including exposure duration and exceedance frequency components
- Representation of loading processes for both point and non-point sources as either precipitation driven or continuous discharges, as appropriate
- Representation of pollutant build-up/wash-off rates for various land use categories
- Representation of pollutants transferred from upstream watersheds to receiving (downstream) watersheds in a conservative manner
- Incorporation of a graphical interface which supports GIS functions
- Representation of in-stream dissolved metals stemming from total metal source inputs and prescription of total metal allocations that result in compliance with dissolved metal water quality criteria
- Presentation of allocations in an acceptable manner (usable by WVDEP) through a post-processing system that provides waste load allocations (WLAs) to individual point sources and load allocations (LAs) to categories of non-point sources

3.2.7 *Model Hydrology Calibration:*

The Vendor shall perform a calibration of the utilized model(s) with respect to hydrological prediction and provide a report showing the results. The hydrology calibration shall involve the comparison of model results with in-stream flow measurements at selected locations and subsequent adjustment of the hydrologic parameters. The calibration period will be based on the availability of weather and flow data collected during the same time period. The model hydrology calibration must entail the following:

- Incorporation of in-stream flow data from USGS flow gaging stations throughout the watershed. In watersheds without USGS flow gaging stations, the hydrology calibration will be performed on a nearby watershed with similar characteristics and well-documented land uses. This calibration will be supplemented by instantaneous flow measurements from pre-TMDL monitoring.
- Utilization of hydrologic data selected with respect to the following criteria:
 - Completeness of the weather data available for the selected period

- Adequacy of low-flow and high-flow years
- Consistency of selected period with key model inputs

- Achievement of the overall goals of the calibration (to decrease the error between the simulated and observed flows) in the following order:
 - Maintenance of annual water balance
 - Representation of seasonal and monthly flow volumes
 - Representation of base-flow conditions
 - Representation of storm events

- Report presentation on a CD containing worksheets that represent the observed and modeled data, graphs and tables designed to assess the goodness-of-fit, and a statistical analysis of the calibration. Calibration shall be performed on a reasonable number of subwatersheds to assure scientific validity of the process.

3.2.8 *Model Water Quality Calibration:*

The Vendor shall perform a calibration of the utilized model(s) with respect to water quality prediction and provide a report showing the results. Water quality calibration consists of executing the watershed model, comparing time series water quality output with available water quality observations and adjustment of water quality parameters within a reasonable range. Daily average in-stream concentrations from the model are to be compared directly with observed data. The objective is to best simulate low flow, mean flow, and storm peaks at representative water quality monitoring stations.

The water quality calibration shall be presented on a CD and contain worksheets that represent the observed and modeled data, graphs and tables designed to assess the goodness-of-fit, and a statistical analysis of the calibration. Calibration shall be performed on a reasonable number of subwatersheds to assure scientific validity of the process.

3.2.9 *Allocations:*

In general, allocations must accomplish required TMDL components (i.e. the sum of Waste Load Allocations (WLAs) for point sources, the sum of Load Allocations (LAs) for non-point sources, including background levels, and a Margin of Safety (MOS)). Allocations will target load reductions from the most significant sources; allocations to precipitation induced non-point sources of pollution will not be more stringent than concentrations of equivalent pollutants resulting from background conditions, and allocations to point sources will not be more stringent than numeric water quality criteria. In allocation development, the Vendor must simulate baseline loading conditions, define endpoints, establish limits of source loading alternatives, and consider critical conditions. A geographical order must also be followed in assigning allocations to sources of pollutants. Headwater subwatersheds will be analyzed first with pollutant loadings transferred to downstream (receiving) subwatersheds. This methodology allows for the conservation of pollutant presence in downstream locations. The portrayal of acceptable allocations for specific pollutants will be structured to maintain water quality standards at all times and locations.

After allocation development and presentation to the stakeholders, WVDEP and the Vendor will utilize a strategy that accounts for and accomplishes a realistic prioritization of pollutant sources with allowable deviation after sensitivity analysis of sources and flow conditions. Provisions for future growth may also be required in allocation development. WVDEP will review draft allocations and direct necessary changes. The resulting allocations must be presented on a CD as filterable spreadsheets that identify pollutant-specific and subwatershed-specific baseline and TMDL loadings for individual point sources and categories of non-point sources.

3.2.10 Technology Transfer/Training:

The Vendor shall provide WVDEP with on-site training that demonstrates data compilation/formatting and model parameterization, calibration and results. The Vendor will also provide a guidance document that demonstrates such data development aspects of the TMDL process. This document will include, at a minimum, model usage, model outputs, and a comprehensive outline assuring WVDEP familiarization with each aspect of the Vendor's TMDL process. Completion of these requirements must include provisions for the transfer of fully operational TMDL models to WVDEP personnel and computers.

3.2.11 Public Participation:

The Vendor shall participate in up to two public meetings at two locations for each TMDL project. Meetings will be facilitated by the WVDEP. The first series of meetings are designed to receive stakeholder input to the pollutant allocation methodology used in the TMDL. In this meeting, the Vendor may be required to provide information regarding the model components developed to date, and potential allocation scenarios. The second series of meetings will occur following the development of the draft TMDL and advertisement of its availability for comment. During this meeting, the Vendor will provide a brief overview of the substantive components of the TMDL, and facilitate interaction between the stakeholders and the WVDEP. The purpose of this meeting is to orient the stakeholders, and to facilitate comments on the draft TMDLs.

3.2.12 TMDL Report Development:

The TMDL reports to be submitted during the course of this contract shall be subject to federal regulatory requirements for the development of an approvable TMDL as specified at 40 CFR 130, and any applicable EPA Region III guidance. The Vendor will be responsible for document revision at various points in the process. Revisions may be required directly by the WVDEP in its review of a preliminary draft document, or by the WVDEP after consideration of Stakeholder input. The EPA review and approval process may also necessitate revision of the report.

The TMDL reports should allow the general public to understand existing impairments and the corrective actions necessary to restore water quality. This maximizes the usefulness of the TMDL to agencies and programs responsible for implementation. To accommodate public understanding and maintain scientific validity, a general and technical document will be needed.

TMDLs shall be presented on a CD and include all written reports and allocation spreadsheets, and a GIS project which displays information relative to pollutant sources, baseline conditions, and allocations. Prior to submission of all internal draft reports, the Vendor will perform a thorough technical review for accuracy of content, general

grammatical correctness, and graphical representation, and prior to public release, the Vendor will subject TMDL reports to a professional editing review.

3.2.13 Preliminary Draft TMDL Report:

The Vendor shall provide a draft TMDL report to WVDEP for review and comments. The Vendor will then prepare final draft documents to be advertised for public comment.

3.2.14 Response to Public Comment:

The Vendor will be required to prepare a responsiveness summary document during TMDL finalization. The responsiveness summary shall address questions posed by stakeholders, identify revisions of the draft TMDL that resulted from stakeholder input, and explain decisions regarding public comments that did not result in TMDL revisions. The WVDEP will assist the Vendor in the response to the comments related to Agency policy/procedures.

3.2.15 Final Draft TMDL Report:

The Vendor shall provide WVDEP with a final draft TMDL report. This report will have incorporated all necessary revisions that resulted from stakeholder input. The final draft TMDL report will be sent to EPA for review and approval. Following resolution of EPA concerns and their approval, the project is complete.

3.2.16 TMDL Defense:

The Vendor will be required to participate in any legal proceedings related specifically to the technical representations made in the TMDL (models or documents) for up to three years following EPA approval of the TMDL document.

3.3 Special Terms and Conditions:

3.3.1 Bid and Performance Bonds: (N/A)

3.3.2 Insurance Requirements:

The Vendor shall maintain insurance as follows:

(a) Each Vendor's Public Liability Insurance and Comprehensive Vehicle Liability Insurance shall be in an amount not less than \$500,000.00 for bodily injury and property damage for each occurrence and not less than \$500,000.00 aggregate. The required insurance must be written by a company or companies licensed to do business in West Virginia at the time the policy is issued and the policy must be countersigned by a licensed resident agent.

(b) Vendors shall either (1) require each of the subcontractors to procure and to maintain during the life of its subcontract, subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in paragraph (a) above, or (2) insure the activities of its subcontractors in its own policy.

(c) Each Vendor agrees to indemnify and hold harmless WVDEP from all liability for personal injury, including death resulting there from, and against all liability for property damage sustained by any person or persons, including persons employed by the Vendor or subcontractor which is caused in whole or in part by an act of omission, negligent or

otherwise, of the Vendor, its agents, servants, or employees, and to assume the defense of any action brought by such persons to recover damages, and to pay all costs and expenses, including attorney's fees, incurred by WVDEP as result thereof. Each party to the contract shall promptly notify the other of the assertion of any claim against which such party is held harmless pursuant to this Section, shall give such other party the opportunity to defend any such claim, and shall not settle any such claim without approval of the indemnifying party.

(d) The Vendor shall provide WVDEP, before work commences, with certificates issued by the insurance company or companies issuing the insurance policies required by this Section. The certificates shall show the type, amount, class of operations covered, effective dates, and dates of expiration of such policies. Such certificates shall provide that written notice shall be given to WVDEP prior to expiration, cancellation, or modification of any such policy, and shall contain substantially the following representation: "The insurance covered by this certificate will not be canceled, or materially modified or altered, except after ten (10) days written notice has been verified as received by the West Virginia Department of Environmental Protection." Insurance certificates are required prior to award but are not required at the time of bid.

3.3.3 License Requirements:

All employees of the Vendors engaged in the work of this contract shall be covered by West Virginia Workers' Compensation Insurance. Certificates shall be provided by each Vendor showing compliance with the Workers' Compensation Laws of West Virginia prior to award.

3.3.4 Litigation Bond: (N/A)

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

The proposal should be formatted in the same order, providing the information listed below:

Title Page - A title page should include the following: the RFP subject and number, the name of the Vendor, the Vendor's business address and telephone number, the name of authorized contact person to speak on behalf of the Vendor, and **must** be dated and signed. If the response to this RFP is a joint proposal, the required title page information must be provided for each Vendor.

A table of contents **must** clearly identify the material by section and page number.

Section I - Methodology

In this section of the proposal, the Vendor must describe in detail the methodology/work plan that would be used to develop TMDLs. Separate descriptions are required for impairments related to total recoverable metals, dissolved metals/acidity, bacterial impairment, and biological impairment. Specifically, include a description of the methods and technical approaches necessary to fulfill the various components of the project as described in Part 3, Section 3.2. Include details describing the chronology or sequence of events necessary to meet deadlines.

Section II - Management and Resources

In this section of the proposal, the Vendor must provide the following information:

A. Organization

Describe your organization including size, the types of environmental services performed, length of time in business, in-house capabilities, amount of resources and equipment available for direct attention to this project, location of primary office and number of full and part-time employees with experience and responsibilities appropriate to this work assignment. If the Vendor intends to subcontract work, similar information should be provided for the subcontractor.

B. Resources

Describe hardware, software, licenses, databases, models/programs, contacts and other resources available to accomplish the project goals.

C. Personnel

Provide a list of the personnel that will be assigned to this project. This listing must include titles, education, and work experience. If the Vendor intends to subcontract work, provide information regarding the subcontractor's personnel, background, work experience, and qualifications.

D. Project Management

Describe a management plan that supports personnel and project activities within the organization and coordinates with the WVDEP to achieve timely TMDL development within budgetary constraints.

Discuss any unique qualities that demonstrate an enhanced ability of your organization to meet the TMDL development requirements of WVDEP.

Section III - Experience

In this section of the proposal, the Vendor must describe its TMDL development experience and include the following specific information:

- The length of time the Vendor has been involved in TMDL development, and a description of the types of impairments for which the Vendor possesses TMDL development experience.
- The total number of TMDLs completed by the Vendor for impairment categories related to total recoverable metals, dissolved metals/acidity, and bacteria.
- A general description of biological stressor identification experience and the total number of TMDLs completed by the Vendor addressing biological impairment. Highlight the stressor identification methodology employed and any processes where assemblage attributes were used to categorize causative pollutants.

- Example TMDLs for each category of impairment identified in items B and C, above.
- A description of the water quality models for which the Vendor has experience.
- All entities for which TMDLs have been developed. For each listed entity, identify the contact person directly responsible for overseeing the project and their address and telephone number. Where available, provide letters of recommendation from previous clients.

Section IV - Cost

The Vendor must provide costs to develop EPA-approvable TMDLs for the impairments in each of the four watersheds in the example draft workload (Appendix A). Costing should be based on accomplishment of the TMDL development components specified in Part 3, Section 3.2 of this RFP and be consistent with the Vendor's Section I Methodology response. Costs are to be provided on the cost proposal bid sheet (see 4.5).

While the example work directives illustrate the scope of work and geographical areas for which WVDEP intends to direct TMDL development in 2006, the identified streams and impairments are draft in nature. At the present time, water quality and biological data are still being collected on these streams. Once all the data are collected, WVDEP will perform a comprehensive review of the pre-TMDL data prior to any directive to perform work. This review may indicate a need to expand or reduce the number of impaired waterbodies within the watersheds that require TMDL development and/or alter the pollutant parameters for which the TMDLs are needed. As such, the Vendor's cost proposal will be used for the sole purpose of cost comparison. However, WVDEP expects future bids from the selected Vendor to be consistent with the cost proposal.

4.2 Evaluation Process:

Proposals will be evaluated by a committee of three (3) or more individuals in accordance with the stated criteria. The committee will include evaluators with TMDL development and/or implementation experience, and at least one member will possess experience in contract procurement. The Vendor who meets all the mandatory specifications and attains the final highest point score shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee. In accordance with West Virginia State Code §5A-3-11c, additional contracts may be awarded if it is determined that a single award to an individual Vendor would be insufficient. If multiple contracts are awarded, selection at the time of purchase shall be the most practical and economical alternative and shall be in the best interests of the State.

4.3 **Evaluation Criteria:**

The following are the evaluation factors and maximum points possible for technical point scores:

A. Methodology	30 Points Possible
B. Management and Resources	20 Points Possible
C. Experience	20 Points Possible
D. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

The Vendor's cost proposals for the four example work directives will be summed and the total cost used for comparison with the other Vendors. Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 **Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible (if doing oral presentation may require it for technical criteria not including the oral, in order to avoid interviewing non-qualified vendors). The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserve the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

RFP# DEP13860
Bid Date: 09/21/06

VENDOR: _____

Signature: _____

4.5. **Cost Proposal Bid Sheet:**

This cost proposal bid sheet is **to be submitted independently** from the technical proposal (see 1.9.4.2). Provide costs for each example work directive and sum for the total project cost.

- Youghiogheny Work Directive \$ _____
 - Dunkard Creek Work Directive \$ _____
 - Camp Creek Work Directive \$ _____
 - Upper Ohio South Work Directive \$ _____
- Total Project Cost \$ _____

Appendix A. Example Work Directives

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Youghiogheny River Watershed										
No.	Watershed	Subwatershed	Stream Name	Code	Impairments					
					pH ¹	Fe ²	Al ³	Mn ⁴	FC ⁵	BIO ⁶
1	Youghiogheny	Buffalo Run	Buffalo Run	WVMY-0.2	x				x	
2	Youghiogheny	Buffalo Run	South Branch/Laurel Run/Buffalo Run	WVMY-0.2-A-1					x	
3	Youghiogheny	Snowy Creek	Snowy Creek	WVMY-2		x	x		x	x
4	Youghiogheny	Snowy Creek	North Branch/Snowy Creek	WVMY-2-A-1					x	
5	Youghiogheny	Snowy Creek	Laurel Run	WVMY-2-0.2A	x	x	x	x		
6	Youghiogheny	Snowy Creek	Little Laurel Run	WVMY-2-0.2A-1	x					
7	Youghiogheny	Snowy Creek	Wardwell Run	WVMY-2-A-1					x	x
8	Youghiogheny	Snowy Creek	South Branch/Snowy Creek	WVMY-2-B					x	
9	Youghiogheny	Snowy Creek	Pine Run	WVMY-2-B-1					x	
10	Youghiogheny	Rhine Creek	Rhine Creek	WVMY-4					x	
11	Youghiogheny	Maple Run	Maple Run	WVMY-5					x	x
12	Youghiogheny	Maple Run	UNT/Maple Run RM 4.0	WVMY-5-E					x	

Camp Creek Watershed										
No.	Watershed	Subwatershed	Stream Name	Code	Impairments					
					pH ¹	Fe ²	Al ³	Mn ⁴	FC ⁵	BIO ⁶
1	Twelvepole	East Fork	Camp Creek	WVO-2-Q-8	x	x	x	x		
2	Twelvepole	East Fork	UNT/Camp Creek RM 0.5	WVO-2-Q-8-0.5A	x		x			
3	Twelvepole	East Fork	Left Fork/Camp Creek	WVO-2-Q-8-A	x	x		x		
4	Twelvepole	East Fork	Tiger Fork	WVO-2-Q-8-A-1					x	x
5	Twelvepole	East Fork	Right Fork/Camp Creek	WVO-2-Q-8-B	x	x	x	x		x

¹ Impairment based upon exceedance of pH numeric criterion.

² Impairment based upon exceedance of total recoverable iron numeric criterion.

³ Impairment based upon exceedance of dissolved aluminum numeric criterion.

⁴ Impairment based upon exceedance of total recoverable manganese numeric criterion.

⁵ Impairment based upon exceedance of fecal coliform numeric criterion.

⁶ Biological impairment based upon narrative water quality criterion 46CSR1, Section 3.2.i. and determined through benthic macroinvertebrate assessment and the West Virginia Stream Condition Index (WVSCI).

Detailed information regarding the criteria concentration, exposure duration and allowable exceedance frequency is contained in Appendix E of the the West Virginia Water Quality Standards (46CSR1). These Standards can be obtained online at:

<http://www.wvsos.com/csr/verify.asp?TitleSeries=46-01>.

Appendix A. Example Work Directives

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Dunkard Creek Watershed										
No.	Watershed	Subwatershed	Stream Name	Code	Impairments					
					pH ¹	Fe ²	Al ³	Mn ⁴	FC ⁵	BIO ⁶
1	Dunkard Creek	Dunkard Creek	Dunkard Creek	WVM-1		x			x	x
2	Dunkard Creek	Dolls Run	Dolls Run	WVM-1-A					x	x
3	Dunkard Creek	Dolls Run	Pedlar Run	WVM-1-A-1					x	
4	Dunkard Creek	Dolls Run	UNT/Pedlar Run	WVM-1-A-1-B					x	
5	Dunkard Creek	Dolls Run	Smoky Drain	WVM-1-A-2					x	x
6	Dunkard Creek	Ripleys Run	Ripleys Run	WVM-1-B						x
7	Dunkard Creek	Jakes Run	Jakes Run	WVM-1-B.1					x	x
8	Dunkard Creek	Jakes Run	UNT/Jakes Run RM 2.3	WVM-1-B.1-1-2					x	
9	Dunkard Creek	Jakes Run	UNT/Jakes Run RM 5.5	WVM-1-B.1-12					x	
10	Dunkard Creek	Blacks Run	Blacks Run	WVM-1-B.3						x
11	Dunkard Creek	Days Run	Days Run	WVM-1-C					x	x
12	Dunkard Creek	Days Run	Shirver Run	WVM-1-C-3					x	x
13	Dunkard Creek	Days Run	Building Run	WVM-1-C-3-A					x	
14	Dunkard Creek	Days Run	UNT/Days Run RM 5.8	WVM-1-C-4					x	x
15	Dunkard Creek	Miracle Run	Roberts Run	WVM-1-D.4					x	
16	Dunkard Creek	Miracle Run	Miracle Run	WVM-1-E					x	x
17	Dunkard Creek	Miracle Run	Thomas Run	WVM-1-E-1					x	
18	Dunkard Creek	Miracle Run	Right Branch/Miracle Run	WVM-1-E-2					x	
19	Dunkard Creek	Miracle Run	Honey Run	WVM-1-E-2-A						x
20	Dunkard Creek	Miracle Run	Scott Run	WVM-1-E-5					x	
21	Dunkard Creek	Miracle Run	Building Run	WVM-1-E-5					x	x

¹ Impairment based upon exceedance of pH numeric criterion.

² Impairment based upon exceedance of total recoverable iron numeric criterion.

³ Impairment based upon exceedance of dissolved aluminum numeric criterion.

⁴ Impairment based upon exceedance of total recoverable manganese numeric criterion.

⁵ Impairment based upon exceedance of fecal coliform numeric criterion.

⁶ Biological impairment based upon narrative water quality criterion 46CSR1, Section 3.2.i. and determined through benthic macroinvertebrate assessment and the West Virginia Stream Condition Index (WVSCI).

Detailed information regarding the criteria concentration, exposure duration and allowable exceedance frequency is contained in Appendix E of the the West Virginia Water Quality Standards (46CSR1). These Standards can be obtained online at:

<http://www.wvsos.com/csr/verify.asp?TitleSeries=46-01>.

Dunkard Creek Watershed (continued)										
No.	Watershed	Subwatershed	Stream Name	Code	Impairments					
					pH ¹	Fe ²	Al ³	Mn ⁴	FC ⁵	BIO ⁶
22	Dunkard Creek	WV Fork	West Virginia Fork/Dunkard Creek	WVM-1-F					x	x
23	Dunkard Creek	WV Fork	Wise Run	WVM-1-F-3					x	x
24	Dunkard Creek	WV Fork	Range Run	WVM-1-F-5					x	x
25	Dunkard Creek	WV Fork	North Fork/West Virginia Fork	WVM-1-F-6					x	
26	Dunkard Creek	WV Fork	Camp Run	WVM-1-F-6-A					x	
27	Dunkard Creek	WV Fork	South Fork/West Virginia Fork	WVM-1-F-7					x	
28	Dunkard Creek	WV Fork	Middle Fork/South Fork/West Virginia Fork	WVM-1-F-7-A					x	
29	Dunkard Creek	WV Fork	Pennsylvania Fork/Dunkard Fork	WVM-1-G					x	

Upper Ohio South Watershed										
No.	Watershed	Subwatershed	Stream Name	Code	Impairments					
					pH ¹	Fe ²	Al ³	Mn ⁴	FC ⁵	BIO ⁶
1	Upper Ohio South	Fish Run	Fish Run	WVO-81					x	
2	Upper Ohio South	Fish Run	UNT/Fish Run RM 0.7	WVO-81-B					x	
3	Upper Ohio South	Grave Creek	Grave Creek	WVO-83	x				x	x
4	Upper Ohio South	Grave Creek	Middle Grave Creek	WVO-83-A	x				x	x
5	Upper Ohio South	Grave Creek	UNT/Grave Creek RM 2.4	WVO-83-A.1-1					x	
6	Upper Ohio South	Grave Creek	Toms Run	WVO-83-A-1					x	
7	Upper Ohio South	Grave Creek	Little Toms Run	WVO-83-A-1.1					x	
8	Upper Ohio South	Grave Creek	Bartletts Run	WVO-83-A-1.3					x	
9	Upper Ohio South	Grave Creek	Wells Run	WVO-83-A-1.5	x	x		x	x	
10	Upper Ohio South	Grave Creek	North Fork/Middle Graves Fork	WVO-83-A-1.6					x	
11	Upper Ohio South	Grave Creek	UNT/UNT RM 0.2/Grave Creek RM 2.4	WVO-83-A.1-1					x	
12	Upper Ohio South	Grave Creek	Whitney Run	WVO-83-A-2					x	
13	Upper Ohio South	Grave Creek	UNT/Whitney Run RM 0.3	WVO-83-A-2-A					x	
14	Upper Ohio South	Grave Creek	Lick Run	WVO-83-B.7					x	
15	Upper Ohio South	Grave Creek	French Run	WVO-83-B.8					x	x
16	Upper Ohio South	Grave Creek	Burch Run	WVO-83-C					x	
17	Upper Ohio South	Grave Creek	North Fork/Grave Creek	WVO-83-E					x	x

¹ Impairment based upon exceedance of pH numeric criterion.

² Impairment based upon exceedance of total recoverable iron numeric criterion.

³ Impairment based upon exceedance of dissolved aluminum numeric criterion.

⁴ Impairment based upon exceedance of total recoverable manganese numeric criterion.

⁵ Impairment based upon exceedance of fecal coliform numeric criterion.

⁶ Biological impairment based upon narrative water quality criterion 46CSR1, Section 3.2.i. and determined through benthic macroinvertebrate assessment and the West Virginia Stream Condition Index (WVSCI).

Detailed information regarding the criteria concentration, exposure duration and allowable exceedance frequency is contained in Appendix E of the the West Virginia Water Quality Standards (46CSR1). These Standards can be obtained online at:

<http://www.wvsos.com/csr/verify.asp?TitleSeries=46-01>.

Appendix A. Example Work Directives

Upper Ohio South Watershed (continued)										
No.	Watershed	Subwatershed	Stream Name	Code	Impairments					
					pH ¹	Fe ²	Al ³	Mn ⁴	FC ⁵	BIO ⁶
18	Upper Ohio South	Little Grave Creek	Molleys Hollow	WVO-84-A					x	x
19	Upper Ohio South	Jim Run	Jim Run	WVO-85					x	x
20	Upper Ohio South	Boggs Run	Boggs Run	WVO-86		x			x	x
21	Upper Ohio South	Boggs Run	Browns Run	WVO-86-A		x			x	x
22	Upper Ohio South	Caldwell Run	Caldwell Run	WVO-87					x	x
23	Upper Ohio South	Caldwell Run	George Run	WVO-87-A					x	
24	Upper Ohio South	Wheeling Creek	Wheeling Creek	WVO-88					x	
25	Upper Ohio South	Wheeling Creek	Long Run	WVO-88-B	x	x		x	x	x
26	Upper Ohio South	Wheeling Creek	Waddies Run	WVO-88-B-1	x	x		x	x	x
27	Upper Ohio South	Wheeling Creek	Pogue Run	WVO-88-B-2	x	x		x	x	x
28	Upper Ohio South	Wheeling Creek	Little Wheeling Creek	WVO-88-D			x		x	
29	Upper Ohio South	Wheeling Creek	Peters Run	WVO-88-D-1					x	x
30	Upper Ohio South	Wheeling Creek	Middle Wheeling Creek	WVO-88-D-2					x	
31	Upper Ohio South	Wheeling Creek	Tanyard Run	WVO-88-D-2-0.5A					x	
32	Upper Ohio South	Wheeling Creek	Laidey Run	WVO-88-D-2-D					x	x
33	Upper Ohio South	Wheeling Creek	Todd Run	WVO-88-D-2-F					x	x
34	Upper Ohio South	Wheeling Creek	McCoy Run	WVO-88-D-3					x	
35	Upper Ohio South	Wheeling Creek	Point Run	WVO-88-D-5					x	x
36	Upper Ohio South	Wheeling Creek	Roneys Point Run	WVO-88-D-6					x	x
37	Upper Ohio South	Wheeling Creek	Battle Run	WVO-88-D-8					x	
38	Upper Ohio South	Wheeling Creek	McGraw Run	WVO-88-D-9					x	
39	Upper Ohio South	Wheeling Creek	UNT/Little Wheeling Creek RM 9.3	WVO-88-D-15					x	
40	Upper Ohio South	Wheeling Creek	Britt Run	WVO-88-E.9	x	x		x	x	x

¹ Impairment based upon exceedance of pH numeric criterion.

² Impairment based upon exceedance of total recoverable iron numeric criterion.

³ Impairment based upon exceedance of dissolved aluminum numeric criterion.

⁴ Impairment based upon exceedance of total recoverable manganese numeric criterion.

⁵ Impairment based upon exceedance of fecal coliform numeric criterion.

⁶ Biological impairment based upon narrative water quality criterion 46CSR1, Section 3.2.i. and determined through benthic macroinvertebrate assessment and the West Virginia Stream Condition Index (WVSCI).

Detailed information regarding the criteria concentration, exposure duration and allowable exceedance frequency is contained in Appendix E of the the West Virginia Water Quality Standards (46CSR1). These Standards can be obtained online at: <http://www.wvsos.com/csr/verify.asp?TitleSeries=46-01>.

Appendix A. Example Work Directives

Upper Ohio South Watershed (continued)										
No.	Watershed	Subwatershed	Stream Name	Code	Impairments					
					pH ¹	Fe ²	Al ³	Mn ⁴	FC ⁵	BIO ⁶
41	Upper Ohio South	Wheeling Creek	Grandstaff Run	WVO-88-H					x	
42	Upper Ohio South	Wheeling Creek	Wherry Run	WVO-88-H-2					x	x
43	Upper Ohio South	Wheeling Creek	Cricket Hollow	WVO-88-H.3					x	
44	Upper Ohio South	Wheeling Creek	Hollidays Run	WVO-88-H.5	x	x		x		
45	Upper Ohio South	Wheeling Creek	Burch Run	WVO-88-I					x	x
46	Upper Ohio South	Wheeling Creek	UNT/Big Run RM 0.3	WVO-88-I-1-A					x	
47	Upper Ohio South	Wheeling Creek	Stull Run	WVO-88-K					x	
48	Upper Ohio South	Wheeling Creek	UNT/Wheeling Creek RM 26.5	WVO-88-M.3					x	x
49	Upper Ohio South	Wheeling Creek	UNT/Wheeling Creek RM 27	WVO-88-M.35					x	
50	Upper Ohio South	Wheeling Creek	UNT/Wheeling Creek RM 27.3	WVO-88-M.4					x	
51	Upper Ohio South	Wheeling Creek	Enlow Fork	WVO-88-O					x	
52	Upper Ohio South	Glenns Run	Glenns Run	WVO-89	x	x	x			x
53	Upper Ohio South	Glenns Run	Graeb Hollow	WVO-89-A		x				x
54	Upper Ohio South	Glenns Run	UNT/Glenns Run RM 1.2	WVO-89-B		x				
55	Upper Ohio South	Short Creek	Short Creek	WVO-90	x	x	x		x	x
56	Upper Ohio South	Short Creek	Girty Run	WVO-90-A					x	x
57	Upper Ohio South	Short Creek	North Fork/Short Creek	WVO-90-D					x	x
58	Upper Ohio South	Short Creek	UNT/North Fork RM 1.3/Short Creek	WVO-90-D-0.8					x	x
59	Upper Ohio South	Short Creek	Huff Run	WVO-90-D-1					x	x
60	Upper Ohio South	Short Creek	UNT/North Fork RM 2.9/Short Creek	WVO-90-D-1.8					x	
61	Upper Ohio South	Short Creek	Weidman Run	WVO-90-D-2					x	x
62	Upper Ohio South	Harrison Run	UNT/Ohio River RM 79.4 (Harrison Run)	WVO-91					x	x
63	Upper Ohio South	Buffalo Creek	Pierce Run	WVO-92-D					x	x
64	Upper Ohio South	Buffalo Creek	UNT/Pierce Run RM 2.8	WVO-92-D-6					x	
65	Upper Ohio South	Buffalo Creek	UNT/Buffalo Creek RM 5.2	WVO-92-E.2		x				
66	Upper Ohio South	Buffalo Creek	Castleman Run	WVO-92-L					x	x
67	Upper Ohio South	Buffalo Creek	Longs Run	WVO-92-L-1					x	
68	Upper Ohio South	Buffalo Creek	Rices Run	WVO-92-L-4					x	

¹ Impairment based upon exceedance of pH numeric criterion.

² Impairment based upon exceedance of total recoverable iron numeric criterion.

³ Impairment based upon exceedance of dissolved aluminum numeric criterion.

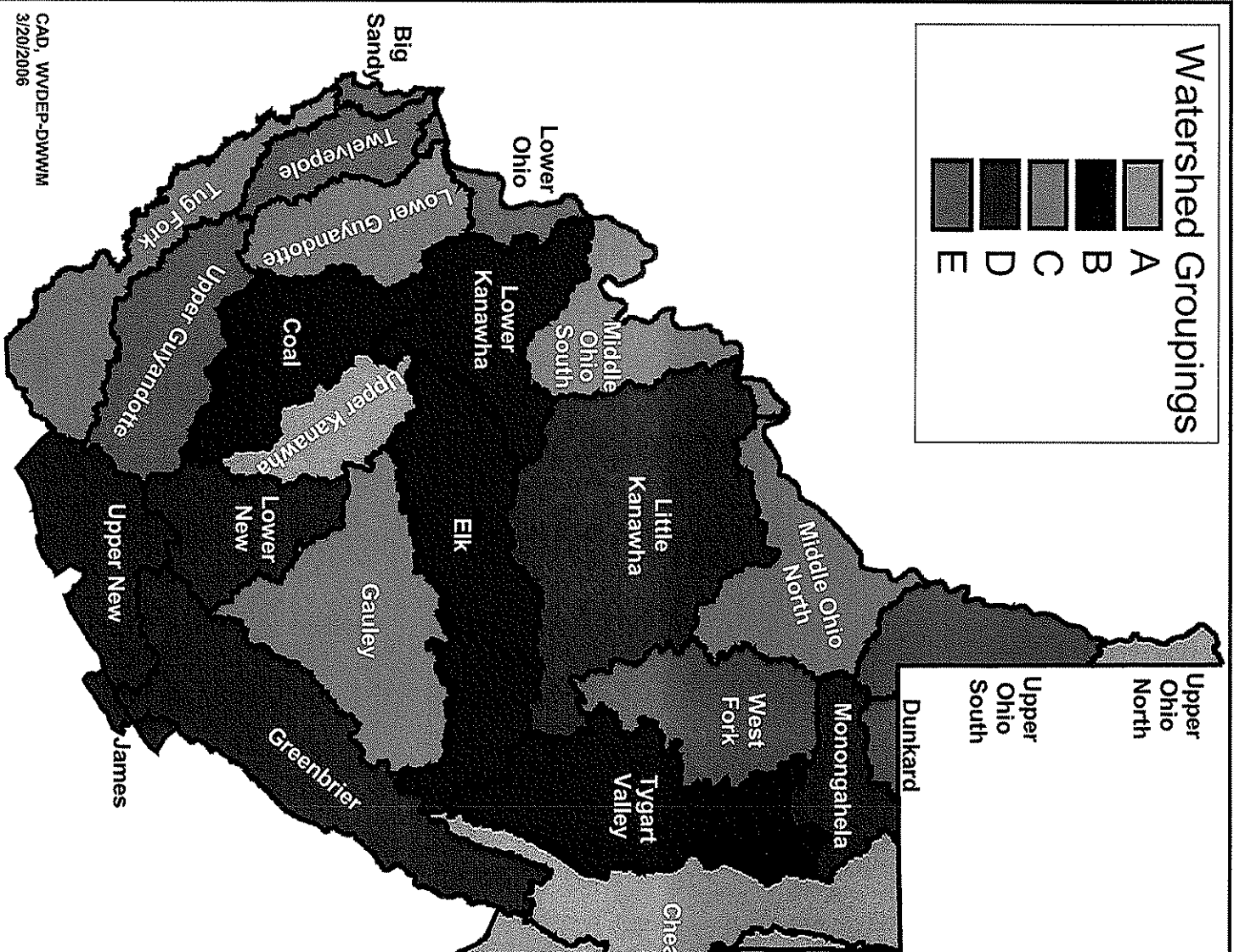
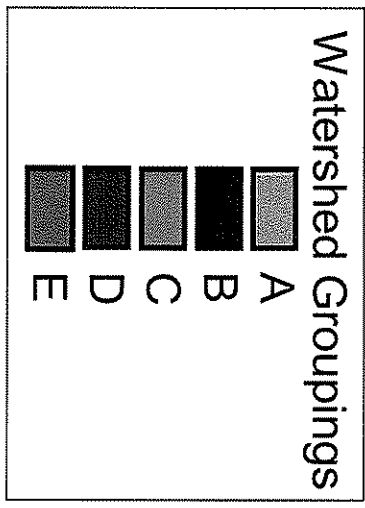
⁴ Impairment based upon exceedance of total recoverable manganese numeric criterion.

⁵ Impairment based upon exceedance of fecal coliform numeric criterion.

⁶ Biological impairment based upon narrative water quality criterion 46CSR1, Section 3.2.i. and determined through benthic macroinvertebrate assessment and the West Virginia Stream Condition Index (WVSCI).

Detailed information regarding the criteria concentration, exposure duration and allowable exceedance frequency is contained in Appendix E of the the West Virginia Water Quality Standards (46CSR1). These Standards can be obtained online at:

WEST VIRGINIA



Potomac Direct Drains

Watershed Groupings

Years represent next opportunity for TMDL development

Year	Grouping	Watershed	ID		
2010	B	Upper Ohio North	5020004		
		Upper Ohio South	2070007		
		Dunkard	2070006		
		Monongahela	2070001		
		West Fork	5050006		
		Middle Ohio North	5030101		
		Little Kanawha	5020006		
		Elk	5050009		
		Lower Kanawha	5050007		
		Tygart Valley	5020001		
2009	A	Cheat	5020004		
		Shenandoah	2070007		
		Jefferson	2070006		
		Hardy	2070001		
		S. Br. Potomac	5050006		
		Upper Kanawha	5030101		
		Upper Ohio North	5020006		
		Youghiogheny	5050009		
		Coal	5050007		
		Elk	5020001		
2008	E	Upper Ohio South	5050005		
		Gauley	5070102		
		Lower Guyandotte	5030201		
		Middle Ohio North	5050004		
		Middle Ohio South	5030202		
		Potomac Drains	2070004		
		Tug Fork	5070201		
		2007	D	Greenbrier	5050003
				James	2080201
				Little Kanawha	5030203
Lower New	5050004				
Monongahela	5020003				
Upper New	5050002				
Big Sandy	5070204				
Cacapon	2070003				
Dunkard	5020005				
Lower Ohio	5090101				
2006	C	Twelvepole	5090102		
		Upper Guyandotte	5070101		
		Upper Ohio South	5030106		
		West Fork	5020002		
		Gauley	5050005		
		Lower Guyandotte	5070102		
		Middle Ohio North	5030201		
		Middle Ohio South	5030202		
		Potomac Drains	2070004		
		Tug Fork	5070201		

A F F I D A V I T

032

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

“Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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 are in compliance with the requirements as stated.

Vendor’s Name: _____

Authorized Signature: _____ Date: _____