



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
DEP14471

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF MINING & RECLAMATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2009				

BID OPENING DATE: **03/31/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO. 02 ***** ADDENDUM ISSUED FOR THE WATER SAMPLE TESTING RFQ TO DISTRIBUTE THE FOLLOWING VENDOR Q/A. NO MORE QUESTIONS WILL BE ACCEPTED AFTER THE POSTING OF THIS ADDENDUM. BID DATE AND OPENING TIME HAVE BEEN EXTENDED FROM 03/24/09 TO 03/31/09 AT 1:30 PM. ***** NO OTHER CHANGES *****					
0001	1	LS		961-48		
	WATER SAMPLING 250 LOCATIONS THROUGHOUT COAL REGIONS					

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

INSTRUCTIONS TO BIDDERS

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

ADDENDUM #2
DEP14471
Collect and Conduct Water Sample Tests
Up To 250 Sites

1. Are the 250 site locations throughout the state of West Virginia? **Yes**
2. Using EPA's Rapid Bio-assessment Protocols III, please provide more specifics on the number of organisms to be identified. The protocols and methods for sorting were written for a 200 organism subsample but can be used for 100, 200 or more. What organism count does WV require – 100, 200, or other? **200**
3. Also these methods state that identifications for RPB III is lowest practical level (generally genus or species). Please verify the level of taxonomic identification required – is to Genus level? Also, are there any exceptions to this (i.e. like oligochaetes only to group level, or chironomids to family only)? **(WVSCI) Family**
4. Also it appears that benthic sampling is required biannually. Does this mean both spring and fall? What are the biological index periods (i.e. specific months during spring and fall when sampling is to be done)? Will sampling begin in spring 2009, fall 2009 or spring 2010? **Yes and depending on award of purchase order will decide when testing will begin. It could be Feb. 15 – April 15, 2009 and October 15 – Dec. 30, 2009 or October 15 – Dec. 30, 2009 and Feb. 15 – April 15, 2010.**
5. Is there a required turn-around time for the completion of benthic sample identifications once collected? **Within 30 days**
6. What is the final product desired – is it a spreadsheet of benthic taxa and counts, for example, or is the contractor to compute benthic indicator scores? **Yes and data should be based on the WVSCI scale of 1-100.**
7. On the bid sheet, does benthic sample cost include all field, laboratory, and data management cost? **Yes**
8. Is a final written report to be produced, and should that cost be included in benthic per-sample cost? **More than report station data, Benthic WVSCI Score, RBP Score and a CD/DVD of this and all data.**
9. On the bid sheet, under Labor, are you simply asking for an hourly rate for a single field person? What if 2-person crews are to be used? **Whatever personnel is used by your firm, it will be up to you if you use a one or two person crew.**
10. Should we account for management time, data management, and reporting, or is this only a quote for field cost? **Yes all costs.**

11. On the bid sheet, what is meant for flow monitoring? Do you use instantaneous flow rate using a cross section with wading rod, etc.? **Yes**
12. The RFQ directs all test results be submitted to DEP electronically. Should we infer EQUIS (MEDD format) is required? **No, DEP will direct the successful vendor the submission site.**
13. Can vendor submit as a prime and team with a WV certified lab? **Yes**
14. Bid is for one year with option to renewal. In past, during low flow and high flow sampling events, how many sites were flowing? **Approximately 25% could be dry and also if flooding is occurring there could be up to 25% you can't get to.**
15. For metal analysis, what should be the MDL level? **Below standard of water quality level.**
16. Is the labor of 500 hours (cost per site); item #36 on the bid schedule, referring to labor cost for Benthic sampling only, or is it for monthly sampling as well? **The labor is for all sampling. Invoicing format will be given after the contract is awarded.**

*****Note: Must have WVDNR Collection Permit**