



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

Request for Quotation

RFQ NUMBER
 DEP14486

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/21/2009				

BID OPENING DATE: 01/29/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE ENVIRONMENTAL RISK ASSESSOR RFQ TO DISTRIBUTE THE PRE-BID SIGN-IN SHEET AND THE Q/A RESULTING FROM THAT 01/08/09 MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME ARE THEREFORE EXTENDED FROM 01/22/2009 TO 01/29/2009 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	HR		946-36		
ENVIRONMENTAL RISK ASSESSOR						

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

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

RFQ # : DEP14486
Project: Risk Assessor

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

Name : Bruce Fishman
Company: RBR
Address: 650 Shady Drive
Brewer Falls PA
15010
Phone #: 724-846-4076
Fax #: 724-846-6974
Email : bruce.fishman@riskbasedremedies.com

Name : Sam Wilkes
Company: Tetra tech Inc
Address: 405 Capital St
Suite #608
Charleston WV 25301
Phone#: 304-414-0054
Fax #:
Email : SAM.WILKES@tetra.tech.com

Name : Dawn Seeburger
Company: ENVIRONMENTAL Remediation
Address: CONSULTING, LLC
6 Cross Roads
Elkview, WV 25821
Phone #: (304) 965-9533
Fax #: (304) 965-9523
Email : dawnseeburger@ENVRES.NET

Name : Bryan Arthur
Company: WV DEP
Address: P.O. Box 35
Faerch Creek, WV 26201
304-929-6801
Phone#: 304-929-6801
Fax #: 304-924-6781
Email : Bryan.C.Arthur@wv.gov

Name : Mindy Armstead
Company: Potesta + Assoc
Address: 7012 MacCorkle Ave SE
Charleston WV 25304
Phone #: 304 414 4702
Fax #: 304 343 9031
Email : myarmstead@potesta.com

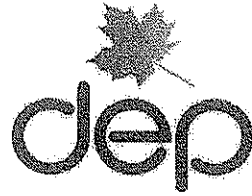
Name : Kelth Johnson
Company: Mountain State Business
Address: 6703 Int'l River Rd
Lesage WV 25537
Phone#: 304-762-2453
Fax #: 304-762-7453
Email : KJohnson@mtstatebrd.com

Name : Rod Moore
Company: ENVISOPROBE Test. Serv.
Address: 630 CROSS LANE DR
MORRIS WV 25143
Phone #: 776-6717
Fax #: 776-6769
Email : rmoores@envisoprobe.com

Name : Richard F. Hoff
Company: The Mahfood Group, LLC
Address: 260 MILLERS RUN ROAD
BRIDLEVILLE, PA 15017
Phone#: 724-448-2865
Fax #: 412-281-5356
Email : www.themahfoodgroup.com

WV DEP → Larry Sirinek
204-238-1220 x3511

Ed Malcolm ← WV DEP
304-926-0499 x1351



west virginia department of environmental protection

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

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

MEMORANDUM

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

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

Question 1:

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

Answer 1:

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

Question 2:

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

Answer 2:

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