



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
DEP15530

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
 DIV OF WATER AND WASTE MGT
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2011				

BID OPENING DATE: 08/30/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** ADDENDUM NO.1 *****					
	ADDENDUM ISSUED FOR THE EOI TO PROVIDE ENGINEERING SERVICES TO DEVELOP TOTAL MAXIMUM DAILY LOADS (TMDL) FOR THE WEST FORK RIVER WATERSHED TO DELETE THE ONLINE ADVERTISED CONTRACTOR QUALIFICATION QUESTIONNAIRE (CCQ) WHICH HAD AN INCORRECT PROJECT NAME AND SLIGHTLY DIFFERENT CRITERIA THAN THIS PROJECT AND REPLACE THAT CCQ WITH THE ATTACHED. THE ONLINE VERSION WILL BE UPDATED PER THIS ADDENDUM.					
	BID OPENING DATE & TIME ARE EXTENDED FROM 08/25/2011 TO 08/30/2011 AT 1:30 PM.					
	***** NO OTHER CHANGES *****					
0001		EA		493-09		
	CHEMICAL ANALYSIS SYSTEMS (AUTOMATED)					
0002	1	LS		493-09		
	WATER, WASTE WATER AND SOIL SAMPLE ANALYSIS					

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
TMDL VENDOR QUALIFICATION QUESTIONNAIRE Attachment A**

PROJECT NAME West Fork River Watershed TMDL Project	DATE (DAY, MONTH, YEAR)	FEIN
1. FIRM NAME	2. HOME OFFICE BUSINESS ADDRESS	3. FORMER FIRM NAME
4. HOME OFFICE TELEPHONE	5. ESTABLISHED (YEAR)	6. TYPE OWNERSHIP Individual Corporation Partnership Joint-Venture
7. PRIMARY TMDL DEVELOPMENT OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO.OF TMDL DEVELOPMENT PERSONNEL IN OFFICE		
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM		
9. PERSONNEL BY DISCIPLINE		
— CONTRACT ADMINISTRATOR (S) — PROGRAM MANAGER (S) — PROJECT MANAGER (S) — QA/QC MANAGER (S) — BIOLOGICAL ANALYST (S) — MODEL DEVELOPER (S)	— WATERSHED ANALYST (S) — SOILS SPECIALIST (S) — TECHNICAL EXPERT (S) — TECHNICAL WRITER (S) — OUTREACH SPECIALIST (S) — SENIOR WATER RESOURCE ENGINEER (S)	— OTHER (LIST BELOW) _____ _____ _____
— TOTAL PERSONNEL		
10. DO YOU NEED ADDITIONAL EMPLOYEES TO FULFILL THE REQUIREMENTS OF THIS CONTRACT?		
<input type="checkbox"/> YES <input type="checkbox"/> NO		

11. OUTSIDE KEY CONSULTANTS/SUB-CONSULTANTS ANTICIPATED TO BE USED. Attach "TMDL Vendor Qualification Questionnaire".

NAME AND ADDRESS: SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS: SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS: SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS: SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS: SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS: SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS: SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS: SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No
NAME AND ADDRESS: SPECIALTY:	WORKED WITH BEFORE _____ Yes _____ No

12. A. Is your firm experienced in development of TMDLs for total recoverable metals?

YES NO

12.A.1 Provide Names and Number of Projects

12.A.2 Provide an example TMDL for total recoverable metals

12.A.3 Provide a detailed description of the methodology to develop a total recoverable metals TMDL as per EOI.

ATTACH ADDITIONAL PAGES AS NECESSARY

12. B. Is your firm experienced in development of TMDLs for pH/dissolved metals?

YES NO

12.B.1 Provide Names and Number of Projects

12.B.2 Provide an example TMDL for pH/dissolved metals

12.B.3 Provide a detailed description of the methodology to develop a pH/dissolved metals TMDL as per EOI.

ATTACH ADDITIONAL PAGES AS NECESSARY

12. C. Is your firm experienced in development of TMDLs for fecal coliform bacteria?

YES NO

12.C.1 Provide Names and Number of Projects

12.C.2 Provide an example TMDL for bacteria

12.C.3 Provide a detailed description of the methodology to develop a fecal coliform bacteria TMDL as per EOI.

ATTACH ADDITIONAL PAGES AS NECESSARY

12. D. Is your firm experienced in biological stressor identification and development of TMDLs for biological impairments?

YES NO

12.D.1 Provide Names and Number of Projects

12.D.2 Provide an example TMDL for biological impairment

12.D.3 Provide a detailed description of the methodology to develop a biological impairment TMDL as per EOI.

ATTACH ADDITIONAL PAGES AS NECESSARY

12. E. Describe your firm's management plan that supports personnel and project activities within the organization and coordinates with the WVDEP to achieve timely TMDL development within budgetary constraints as per EOI.

ATTACH ADDITIONAL PAGES AS NECESSARY

12. F. Describe your firm's experience with the LSPC/MDAS or equivalent modeling system in TMDL development. Provide names and number of projects for which this type of modeling system was employed.

ATTACH ADDITIONAL PAGES AS NECESSARY

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR TMDL DEVELOPMENT PROJECTS (Insert additional copies as necessary)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE	
	In EPA-approved TMDL development	In TMDL-related projects With modeling system(s), e.g., LSPC, MDAS, etc...
Brief Explanation of Responsibilities		
EDUCATION (Degree, Year, Specialization)		
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS		REGISTRATION (Type, Year, State)

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR TMDL DEVELOPMENT PROJECTS

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE	
	In EPA-approved TMDL development	In TMDL-related projects With modeling system(s), e.g., LSPC, MDAS, etc...
Brief Explanation of Responsibilities		
EDUCATION (Degree, Year, Specialization)		
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS		REGISTRATION (Type, Year, State)

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR TMDL DEVELOPMENT PROJECTS (Insert additional copies as necessary)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		With modeling system(s), e.g., LSPC, MDAS, etc...
	In EPA-approved TMDL development	In TMDL-related projects	
Brief Explanation of Responsibilities			
EDUCATION (Degree, Year, Specialization)			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS		REGISTRATION (Type, Year, State)	

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR TMDL DEVELOPMENTS PROJECTS

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE		With modeling system(s), e.g., LSPC, MDAS, etc...
	In EPA-approved TMDL development	In TMDL-related projects	
Brief Explanation of Responsibilities			
EDUCATION (Degree, Year, Specialization)			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS		REGISTRATION (Type, Year, State)	

15. CURRENT PROJECTS/ACTIVITIES IN WHICH YOUR FIRM IS PRESENTLY INVOLVED

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED PROJECT COST	PERCENT COMPLETE
TOTAL NUMBER OF PROJECTS:			TOTAL ESTIMATED PROJECT COSTS: \$	

16. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS SERVING AS A SUB-CONSULTANT TO OTHERS

PROJECT NAME, TYPE AND LOCATION	NATURE OF FIRMS RESPONSIBILITY	NAME AND ADDRESS OF OWNER	ESTIMATED COMPLETION DATE	ESTIMATED PROJECT COST	
				ENTIRE PROJECT	YOUR FIRM'S RESPONSIBILITY

17. COMPLETED WORK WITHIN LAST 5 YEARS IN WHICH YOUR FIRM WAS THE DESIGNATED FIRM OF RECORD

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED PROJECT COST	YEAR	EPA APPROVED?

18. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM HAS BEEN A SUB-CONSULTANT TO OTHER FIRMS (INDICATE PHASE OF WORK FOR WHICH YOUR FIRM WAS RESPONSIBLE)						
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF PRIMARY FIRM	ESTIMATED PROJECT COST OF YOUR FIRM'S PORTION	YEAR	EPA APPROVED?	CLIENT NAME AND ADDRESS	

19. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the WVDEP's TMDL Program.

20. The foregoing is a statement of facts.

Signature: _____ Title: _____ Date: _____

Printed Name: _____