



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  
 DEP15796

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 GUY NISBET  
 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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	F.O.B.	FREIGHT TERMS
03/01/2012				
BID OPENING DATE: 04/10/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	HR		946-36		
ENVIRONMENTAL RISK ASSESSOR  REQUEST FOR QUOTATION  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DIVISION OF LAND RESTORATION, SEEKS BIDS TO PROVIDE ENVIRONMENTAL RISK ASSESSMENT SERVICES TO DETERMINE ECOLOGICAL AND HUMAN HEALTH RISK THAT MAY BE ASSOCIATED WITH PROJECTS IN THE VOLUNTARY REMEDIATION AND REDEVELOPMENT PROGRAM.  INQUIRIES:  WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH 4PM ON THURSDAY, MARCH 15, 2012. QUESTIONS MAY BE SENT VIA: USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE THAT NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE QUESTION SUBMITTAL DEADLINE HAS LAPSED.  ADDRESS INQUIRIES TO:  GUY NISBET DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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## 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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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.

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### 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).



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03/01/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV. 25305 FAX: 304.558.4115 EMAIL: GUY.L.NISBET@WV.GOV  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.  CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.  OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY						

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<p>AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>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.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

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PAGE  
**4**

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03/01/2012				

BID OPENING DATE: **04/10/2012**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUISITION NO.: DEP15796		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO.'S:		
				NO. 1 .....		
				NO. 2 .....		
				NO. 3 .....		
				NO. 4 .....		
				NO. 5 .....		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.		
				VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.		
				..... SIGNATURE		

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03/01/2012				

BID OPENING DATE: 04/10/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
..... COMPANY ..... DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.  REV. 09/21/2009  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: GN-23  RFQ. NO.: DEP15796  BID OPENING DATE: 4/10/2012  BID OPENING TIME: 1:30 PM						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION. ***** THIS IS THE END OF RFQ DEP15796 ***** TOTAL: _____						

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DEP15796  
REQUEST FOR QUOTATIONS  
SPECIFICATIONS

The West Virginia Department of Environmental Protection (DEP) is releasing this request for quotations (RFQ) to qualified vendors to secure an environmental risk assessor to determine ecological and human health risks that may be associated with projects in our Voluntary Remediation and Redevelopment Program. DEP will enter into an open-end contract for these services and reserves the right to award this contract up to 2 vendors. Work Directives will be issued for individual sites or projects in accordance with the criteria set forth in this RFQ.

## **BACKGROUND**

The West Virginia Department of Environmental Protection (WVDEP), Division of Land Restoration, Office of Environmental Remediation (OER) oversees the Voluntary Remediation and Redevelopment (VRRP) and Brownfield Programs, which encourages the voluntary clean-up of contaminated sites and redevelopment of abandoned and under-utilized properties. Within these programs, human health and ecological risks are assessed by use of 1 or more levels of evaluation, in order to determine suitability of these sites for reuse, and the need for applying engineering or institutional controls to mitigate remaining site risks.

The primary responsibility for providing an accurate assessment of site risks resides with the Licensed Remediation Specialist (LRS), who is retained by the property owner or interested party, to oversee the site evaluation. Once submitted, the risk assessment report is reviewed by the agency to ensure it complies with applicable regulatory requirements, and is supported by adequate analytical data. In addition, an agency risk assessor is often consulted during the early stages of a site investigation, to assist in developing a preliminary conceptual site model supported by an appropriate sampling and analysis plan. This ensures that samples are collected from suitable locations, analyzed for relevant contaminants, and that the resulting data will meet the data quality objectives required for use in human health and ecological risk assessments.

At the present time, risk assessments are most often evaluated by agency toxicologists. Due to the variability in the workloads of internal personnel and the statutory requirements for timely review of documents submitted to the VRRP, the agency may experience a temporary need for additional capacity in order to meet required review deadlines for risk assessment and related documents. As this need is sporadic, the agency has determined that it is best met by use of an independent contractor performing many of the activities typically performed by agency risk assessors. In addition to review of the risk assessment and related documents, the contractor may be consulted during the early stages of a site investigation, to assist in development of a preliminary conceptual site model supported by an appropriate sampling and analysis plan.

## **DEFINITION**

An *Environmental Risk Assessor* evaluates the exposure of human and ecological receptors to contaminants in environmental media (i.e. soil, groundwater, air, sediments and surface water) and determines the likelihood that such exposure, over a defined period of time, would result in an adverse impact to the health of the receptor. Because risk assessments are dependent upon mathematical constructs of interactions between living organisms and contaminants in their environments, risk assessors must possess a knowledge of toxicology,



statistics, biology, and chemistry, as well as the ability to apply appropriate computer models to simulate contaminant behavior in environmental media and/or contaminant uptake and distribution within a biological system.

In addition to technical skills, a risk assessor should have an understanding of state and federal regulations and guidance specific to risk assessment and environmental law. A cursory knowledge of related disciplines (e.g. geology, ecology, etc.) is also helpful.

## CONDITIONS

WVDEP will enter into an *open-end contract* with two (2) Risk Assessors. Any expenses incurred while developing this cost proposal are considered incidental to the project and will not be billed to the WVDEP. In addition, WVDEP may contract separately with any source(s) considered qualified, due to their professional specialization, proximity to project site and any other considerations pertinent to the performance of Risk Assessor services. Such contracts will be awarded following a request for public bid through the Purchasing Division of the Department of Administration.

## SCOPE OF WORK

The work involves assisting the Office of Environmental Remediation in reviewing and making recommendations on risk assessment, risk characterization and risk management related documents and activities submitted and performed by LRSs. Results of the review must be communicated to both the OER Project Manager and an OER Toxicologist, as a written report that may be included as an attachment to, or summarized in subsequent communications to the applicant and LRS.

All results, submittals, and reports shall become the sole property of WVDEP.

At the discretion of the Vendor, any individual possessing sufficient experience in the preparation of human health and ecological risk assessments and/or knowledge in the applicable disciplines of toxicology, statistics, biology, and chemistry may conduct the review. The final report, however, must be prepared by, or under the direction of, an Environmental Risk Assessor, possessing qualifications as listed below.

## QUALIFICATIONS

For purposes of this RFQ, an Environmental Risk Assessor must possess the following qualifications:

- **An earned doctoral degree in a relevant field of study from an accredited university and a minimum of three years of relevant professional experience; or**
- **A Masters of Science degree in a relevant field of study from an accredited university and a minimum of five years of relevant professional experience.**
- **Relevant professional experience must consist of work related directly to risk assessment, risk characterization and risk management activities, including at least one year performed at the supervisory or project manager level.**

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

***NOTE:*** The DEP OER reserves the right to request and approve the credentials of any person assigned to perform work under this contract. ***Substitution of the qualified individual assigned as the Environmental Risk Assessor, during the contract period, must be approved in advance by WVDEP.***

## **ORDERING PROCEDURE**

- A. This is an indefinite quantity contract for the services specified in this RFQ for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by WVDEP by issuance of a Work Directive which shall include the location of the project site, the specific problem, the work to be performed, and the time frame during which the work must be completed.
- C. A Work Directive may contain work directives for more than one site if the sites are in close proximity of each other.
- D. Provided there is no conflict of interest in review of a specific project, the Work Directive shall be awarded in the following manner:
  - To the first lowest awarded vendor within a reasonable distance of the project
  - If the vendor accepts the work directive, then a work plan and cost proposal will be required from the vendor as specified in the work directive.
  - If the vendor refuses the work directive then it will be offered to the 2nd awarded vendor.
  - The Contractor's submitted work plan and cost proposal which contains the quantity estimates shall be in accordance the unit prices provided in the response to this RFQ. If work plan and cost proposal is approved, the WVDEP will issue a NOTICE TO PROCEED which will specify cost of project and starting and ending dates.
  - The vendor shall not begin work until a signed NOTICE TO PROCEED has been issued by the WVDEP.

***There will be no pre-bid conference.***

**INVOICE:**

A flat rate per hour will be the total charge to the state and will cover the full cost of all work hours including labor, travel and materials. The vendor will be contracted to provide Risk Assessor services on an "as needed" basis only. The vendor will invoice DEP on a monthly basis. All invoices must be accompanied by a sworn statement detailing actual hours worked.

**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.

**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.

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.

**VENDOR REGISTRATION**

It is not required to be a registered vendor to submit a bid. However, the apparent successful vendor must be registered prior to the award of an actual contract. To become a registered vendor you can call 304-558-2311 and obtain a Vendor registration and Disclosure Statement, Form WV-1.

**RENEWAL**

Contract will be for one year with an option for renewal up to two years.

## Bid Schedule DEP15796

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	* QUANTITY	DESCRIPTION	HR	TOTAL
1.0	700	Risk Assessor per hour		\$
		<b>TOTAL</b>		<b>\$</b>

\* Quantities are estimated for bidding purposes. Actual will vary.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**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 owed 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_