



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
DEP14354

PAGE
1

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

VENDOR

**(304) 552-9130**

**Charter Associates LLC  
 184 Summers Street, Suite 306  
 Charleston, West Virginia 25301**

SHIP TO

**ENVIRONMENTAL PROTECTION  
 DEPARTMENT OF  
 OFFICE OF AML&R  
 601 57TH STREET SE  
 CHARLESTON, WV  
 25304 304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/05/2008				

BID OPENING DATE:	07/08/2008	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		961-94		
<p>REALTY SERVICES FOR SOUTHERN DISTRICT WV</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS &amp; RECLAMATION, IS SEEKING BIDS TO AWARD AN OPEN-END CONTRACT TO PROVIDE REALTY SERVICES IN THE SOUTHERN COUNTIES OF WEST VIRGINIA, FOR THE ANTICIPATED PERFORMANCE OF RECLAMATION ACTIVITIES ON PROJECTS EFFECTED BY PAST COAL MINING ACTIVITIES, PER THE ATTACHED BID REQUIREMENTS AND SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

**RECEIVED**  
 2008 JUL -8 P 12: 51  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>		6/10/08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>[Signature]</i>	65-122-9981	

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 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**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  
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<p>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.</p> <p>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.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY 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>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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<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>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>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: DEP14354</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ..... <i>swc</i></p> <p>NO. 2 ..... <i>swc</i></p> <p>NO. 3 ..... <i>swc</i></p> <p>NO. 4 ..... <i>swc</i></p> <p>NO. 5 ..... <i>swc</i></p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: center;">             .....            SIGNATURE  <i>Charter Associates LLC</i>            .....            COMPANY            .....            DATE         </p> <p>REV. 11/96</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR</p>						

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<p>(4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p><input checked="" type="checkbox"/> 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</p> <p><input type="checkbox"/> BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p><input checked="" type="checkbox"/> 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;</p> <p>OR</p> <p><input type="checkbox"/> BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY</p>						

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<p>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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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</p>						
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION IN WRITING IMMEDIATELY.						
BIDDER: <i>Charter Associates LLC</i>						
DATE: <i>6/5/08</i>						
SIGNED: <i>[Signature]</i>						
TITLE: <i>MC Walker</i>						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
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:						
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LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:			CB-23		
	RFQ. NO.:			DEPI4354		
	BID OPENING DATE:			07/08/2008		
	BID OPENING TIME:			1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- John Campbell -----						
John Campbell FAX: (866) 386-3240						
***** THIS IS THE END OF RFQ DEPI4354 ***** TOTAL: _____						

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## SECTION A – DEFINITIONS

1. "Secretary" refers to the Cabinet Secretary of the West Virginia Department of Environmental Protection.
2. "Contract" refers to the agreement or Purchase Order requested by the West Virginia Department of Environmental Protection and accepted by the Contractor, together with all the provisions of this RFQ and all parts of said agreement or Purchase Order.
3. "Contractor" refers to the person, company or firm contracting with the West Virginia Department of Environmental Protection to furnish the services called for by the contract.
4. "CROE" refers to Construction Right of Entry or right of entry necessary to perform reclamation/construction activities.
5. "DEP" refers to the West Virginia Department of Environmental Protection.
6. "Assistant Director" refers to the Chief of the Office of Abandoned Mine Lands and Reclamation of the West Virginia Department of Environmental Protection.
7. "EROE" refers to Exploratory Right of Entry or right of entry necessary to perform exploratory activities such as surveying, subsurface investigations and reconnaissance.
8. "Offeror" refers to the person, firm or company offering to furnish the services called for in this Request For Quotation (RFQ).
9. "State", or "Department of Environmental Protection", refers to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation.
10. "Parcel" refers to Tax Map and Parcel Number of a property as identified in the County and District of its location.
11. "Services" or "Work" shall refer to all labor, supervision, materials, machinery, equipment, tools, supplies, facilities, etc. called for in the Work Directives and Bid Schedule Items issued.

## **SECTION B -- INFORMATION FOR BIDDERS**

The State of West Virginia, Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation, is requesting bid quotations for the performance of realty services for the Southern District of West Virginia. These services will result in the acquisition of right of entry agreements. A detailed description of the scope of work and services rendered may be found in Section C of this RFQ.

DEP will enter into an open-end contract for these realty services with one (1) contractor. Work Directives will be issued for individual sites or projects or groups of sites or projects in accordance with the criteria set forth in Section D of this RFQ.

A responsive submittal shall include an original bid quotation. The bid shall include the names, signatures and telephone numbers of persons authorized to conduct negotiations and contractually bind the Offeror. Also, a primary location (main office) of where most of the services will be completed must be identified. Bids will be considered only from those Offerors who can meet the minimum qualification criteria set forth in Section D herein. Offerors should be careful not to include in their bids items that are beyond the scope of services required in this RFQ. The bid should provide the State with the most favorable terms from a technical and cost standpoint.

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## SECTION C – SCOPE OF SERVICES

### Background

The DEP is authorized by the Surface Mining Control and Reclamation Act Amendments of 2006, Public Law 109-432, to reclaim and restore land and water resources adversely affected by past coal mining, including but not limited to, regrading and soil covering coal refuse, sealing abandoned mine portals, extinguishing coal refuse and mine seam fires, abating mine subsidence, backfilling highwalls, eliminating abandoned structures and equipment, removing impoundments, abating landslides, establishing proper drainage, filling abandoned voids and shafts, abating acid mine drainage and construction of water treatment facilities, etc.

### Scope of Work

#### I. General

- A. The scope of work shall include determining the property(ies) affected by the access and performance of reclamation projects; ascertaining and documenting the surface ownership of said property(ies); and obtaining properly executed and notarized right of entry agreements from all parties having a legal interest in said property(ies). All agreements and forms shall be standard DEP documents.

#### II. Material Provided

- A. DEP will provide a package which may include a U.S.G.S. Topographic Map identifying the area of the proposed reclamation project, a written description of the problem(s) to be addressed by the project and a summary of the reclamation alternative recommended to abate the problem(s).
- B. DEP may provide a set of construction plans and specifications indentifying and describing the proposed project work.
- C. DEP will accompany the Contractor to the project site to initially assist in indentifying the project work .
- D. DEP will provide standardized right of entry agreements and forms for the Contractor's use.

### III. Services Rendered

- A. Identify the parcels needed in order for the DEP to access and perform exploratory and/or construction activities.
- B. Determine the owner of each parcel through courthouse research and document that ownership with copies of appropriate deeds and /or appropriate fiduciary records. All parcels acquired by will or decent and distribution shall be further documented by a copy of the most recent deed transferring title to the property.
- C. Provide two copies of the Tax Map (s) of the project area with the effected parcels identified.
- D. For exploratory activities, obtain an Exploratory Right of Entry (EROE) Agreement from each and every party owning an interest in every parcel needed for the project. Obtain Lessee Exploratory Right of Entry Agreements for each lessee owning a surface lease on any parcel needed for the project. Obtain an Ingress/Egress Right of Entry (I/E) Agreement from each and every party owning an interest in every parcel needed for accessing the project and for each lessee owning a surface lease on said parcels.
- E. Through courthouse research and an interview of the property owner(s) ascertain whether the owner(s) consented to, participated in or exercised control over the mining operation which necessitated the proposed reclamation project and complete, sign and date a DEP Lien Determination Form.
- F. For construction/reclamation activities, obtain depending upon Provision III.E. of Section C hereof, the appropriate Construction Right of Entry (CROE) Agreement from each and every party owning an interest in every parcel needed for the project. Obtain a Lessee Construction Right of Entry Agreement for each lessee owning a surface lease on any parcel needed for the project. Obtain an Ingress/Egress and/or Borrow/Disposal (B/D) Right of Entry Agreement from each and every party owning an interest in every parcel needed for access or borrow/disposal for the project and for each lessee owning a surface lease on said parcels.
- G. Complete and provide a DEP Right of Entry Information Sheet form for each project listing the property owners/lessees, respective Tax Map(s) and Parcel Number(s), addresses, telephone numbers and dates right of entry agreements were obtained.

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- H. At the DEP's discretion, the Contractor's representative, who performed the services or is eminently familiar with the services provided, must attend DEP meetings to provide landowner information. The meetings may include but are not limited to Pre-Design Meetings, Conceptual Design Meetings, Pre-Bid Conferences and Pre-Construction Conferences.
  - I. Obtain such additional EROE, CROE, I/E, and/or B/D Right of Entry Agreements determined to be necessary after the submittal of EROE and/or CROE on a project.
  - J. Provide digital photographs of each property involved in a project on a compact disc (CD) and/or via email.
  - K. Negotiate and act as a liaison for the exchange of information between landowners/lessees and the DEP. Provide landowners/lessees with an explanation of the exploratory activities and/or construction/reclamation activities, including the consequences thereof, to take place on the landowner's/lessee's property. Provide the DEP and its engineering and construction contractors with relevant information obtained from the landowners/lessees which will be useful in the design and construction of projects. This information should include problems, conflicts and expectations expressed by landowners/lessees.
  - L. Provide a detailed summary of landowner/lessee contacts not resulting in the acquisition of right of entry agreements. This summary shall include the Tax Map and Parcel Number of the property, Deed Book and Page Number along with a copy of the deed, the date and method of each contact, the name of each contacted person, the primary reason(s) the landowner did not sign a right of entry agreement and a completed Lien Determination Form for the property.
  - M. Special Provisions in DEP standard right of entry agreements may be required by the DEP on certain projects and/or properties. Special Provisions in right of entry agreements requested by either the Contractor or landowner/lessee must be approved by the DEP.
  - N. The Contractor may be required to electronically enter all landowner information into a database known as WebAML. Such information shall include, but not be limited to, names, addresses, telephone numbers, agreement dates, types of agreements, tax map and parcel numbers, etc.

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**SECTION D – CONTRACTUAL INFORMATION & REQUIREMENTS**

Article 1 – Statement of Work

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services for all of the scope of work required in this contract.

Article 2 – Location of Work

The area of work shall include the Southern region of West Virginia. The counties listed below are the coal producing counties in this region and those in parenthesis represent where most of the work required in this contract is located.

1. Mason
2. Putnam
3. (Kanawha)
4. Clay
5. Nicholas
6. Greenbrier
7. Lincoln
8. (Boone)
9. (Fayette)
10. Wayne
11. (Logan)
12. (Wyoming)
13. (Raleigh)
14. (Mercer)
15. (Mingo)
16. (McDowell)

Article 3 – Period of Contract

The contract shall become effective from the date of award and shall continue 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.

Article 4 – Personnel

Persons involved in providing services must have a minimum of One (1) Year qualifying experience performing Land Agent duties such as courthouse research and negotiations for the acquisition of landrights. Experience qualifications must be submitted to the DEP for approval prior to any person commencing work to provide the required services.

Article 5 – Ordering Procedures

- A. This is an indefinite quantity contract for the services specified in the Scope of Work and 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 the Assistant Director or his agent (Realty Manager) by issuance of a Work Directive, which shall include the name and location of the project site, the scope of work, and the services required.

Article 6 – Delivery

- A. The Offeror shall prepare and submit all deliverable items for each Work Directive by the completion date set out in the Notice to Proceed. The deliverable items shall be submitted under the signature of the Offeror's President or Officer and shall be certified as complete.
- B. Final acceptance of deliverable items will be made by the Assistant Director or his authorized representatives.
- C. Acceptance criteria will be based upon deliverable items meeting accepted professional standards for technical content, workmanship, clarity and completeness. Deliverable items rejected under this criteria, or other work not performed in accordance with this contract or as specified in Work Directives, shall be returned and corrected at the Contractor's expense.

Article 7 – General Conditions

- A. The Contractor shall be responsible for paying and/or securing all taxes, permits, fees, compensations, and any other items necessary to render and hold the DEP free and harmless from all claims arising from services performed under this contract.



- B. The Contractor shall take steps required to ensure equal opportunity for employment in accordance with policies promulgated by the President's Committee on Equal Opportunity.
- C. The work and services to be performed under this contract shall be subject to continued monitoring and inspection by the State's authorized representatives. Such inspection will ensure technical compliance.
- D. In accomplishing services to fulfill the requirements of Work Directives, neither Contractor nor its Subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state, and federal environmental and occupational health and safety regulations pertinent to the work.

#### Article 8 – Costs and Payments

- A. Payment to the Contractor will be made on the basis of the items and unit prices outlined in the Purchase Order and Work Directive.
- B. The Contractor shall invoice for EROE and/or CROE on a per Parcel basis after the completion of work specified in the Work Directive and after submission of all required work. Invoices for such additional EROE or CROE determined to be necessary after the submittal of EROE or CROE on a project shall be submitted after the completion and submission of such additional work. Invoices for hourly work incurred to attend meetings shall be submitted after the date of the meeting. The Notice to Proceed date shall be the beginning of the performance period. Final payment will only be made after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. Invoices showing costs (unit prices) not clearly identifiable will not be paid. No payment(s) will be authorized for any unauthorized work or work incurred as a result of any error on the part of the Contractor.

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- C. Payment for EROE and CROE shall include:
1. All courthouses research.
  2. Obtaining and providing all copies of deeds and fiduciary records, etc. to provide proof of ownership.
  3. All travel costs.
  4. All materials needed to perform the services.
  5. Obtaining and providing all tax maps.
  6. All site visits to meet with the DEP for the purpose of the Contractor performing the assigned services.
  7. Obtaining and providing properly executed and notarized right of entry agreements.
  8. Completing and providing Right of Entry Information Sheets and Lien Determination Forms.
  9. Providing all required photographs on a compact disc (CD) and/or via email.
  10. Providing all required landowner information.
  11. Entering all relevant data into the WebAML database.
- D. Project meetings which the DEP schedules and requires the Contractor to attend shall be paid for on an hourly basis for one individual and shall include travel time to and from the meeting site but exclude any other costs whatsoever.

#### Article 9 – Method of Measurement

EROE and/or CROE shall be calculated on a per Parcel basis as follows:

- A. One Parcel shall be EROE or CROE Agreements from all parties having an interest in the Parcel (i.e., husband and wife, multiple owners, all heirs, etc.)
- B. EROE or CROE Agreements from a Lessee shall be calculated as an additional Parcel.
- C. Ingress/Egress and/or Borrow Disposal Right of Entry Agreements on each separate parcel shall be calculated as an additional Parcel.
- D. Ingress/Egress and/or Borrow Disposal Right of Entry Agreements on the same Parcel for which EROE or CROE Agreements are obtained shall be calculated as an additional Parcel.
- E. EROE or CROE Agreements from the same owner(s) or lessee(s) of multiple Parcels shall be calculated as one Parcel.
- F. Except for Provision D of this Article, for which there will be no payment unless the proper agreements are executed, work on a Parcel to obtain a right of entry agreement shall be calculated as One-Half (1/2) Parcel if the Contractor is unsuccessful in obtaining all required parties to sign a right of entry agreement. In such instances, the Contractor shall submit any signed agreements and all other required forms, documents, and maps.

## Article 10 – Contract Renewal

The contract may be renewed upon the mutual consent of both the DEP and the Contractor. Notice of the Contractor's desire to renew shall be submitted in writing to the DEP thirty (30) days prior to the expiration date of the contract. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) successive one (1) year periods.

### **SECTION E – BID SCHEDULE FORM**

The Offeror is requested to use the following Bid Schedule format for easy reference and examination of the Offeror's bid. The presented unit rates shall be the most favorable which the Offeror can submit to the DEP. Quantities listed on the Bid Schedule are estimates and are established for bid evaluation only. The award of the contract will be made to the responsible bidder with the lowest total bid price. The contract will contain the unit prices only.

# BID SCHEDULE

WV-36  
Rev. 10/81

## STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET

Buyer: 23	Page 1	Req. or P.O. No: <b>DEP14354</b>
Spending Unit:		

Vendor:

### DEP/AML REALTY OPEN-END CONTRACT Southern Region

Item No:	Quantity	Unit of Measure	Description	Unit Price	Amount
			The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.		
1	* 350	<u>Per Parcel</u>	Exploratory Right of Entry Services	<u>\$1.960</u>	<u>\$686.000</u>
2	*350	<u>Per Parcel</u>	Construction Right of Entry Services	<u>\$ 410</u>	<u>\$143,500</u>
3	*2,000	<u>Per Hour</u>	Meeting Attendance	<u>\$ 50</u>	<u>\$100,000</u>
			*Estimated Quantities for Bidding Purposes Only.		
				<b>TOTAL</b>	<u>\$929,500</u>

STATE OF WEST VIRGINIA  
Purchasing Division

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**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.

**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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

**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](http://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: Chuter Associah LLC

Authorized Signature: [Signature] Date: 6/18/08