

**EXPRESSION OF INTEREST  
ENGINEERING DESIGN SERVICES  
LYNCH RUN HIGHWALL #6 DESIGN  
PROJECT RFQ DEP14432  
GILMER COUNTY, WEST VIRGINIA**

Prepared for:

Mr. Chuck Bowman, Buyer  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

Prepared by:

**ENGINEERING & TESTING 2000, INC.**

5 First Street, Whitlock Industrial Park, P.O. Box 1149  
Lewisburg, WV 24901-1149  
Phone: (304) 645-4056 Fax: (304) 645-4489

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PURCHASING DIVISION  
STATE OF WV

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DEP 14432**

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**1. BIDDER QUALIFICATION REQUIREMENTS:**

- Mr. William L. Toney, Jr. a registered professional civil engineer with 14 years mining, surveying, and geotechnical experience will serve as project director.
- Mr. Bernard Holliday a graduate of Glenville State College with 33 years experience in surveying will be responsible for topography surveying data surveys and construction surveying.
- Mr. Robert Dillon a graduate in geology from Marshall University with 25 years experience will serve as geologist on the project.
- Mr. J.D. Brackenrich, RPE-Consultant, has 38 years experience as civil engineer, surface mining projects, earthen dams, geotechnical, environmental projects, water and sewer systems and vast civil engineering projects.

**2. EXPERIENCE:**

The following is a brief list of projects performed by staff members of Engineering & Testing 2000, Inc. for the AML&R office in the early 1990's:

- Rift Refuge, War, WV
- Jim's Branch Refuge, Bud, WV
- Tassie Tipple, Lost Creek, WV
- Pickens Preparation Plant, Pickens, WV
- Lockhart Portals, War, WV
- Coalton Highwall, Coalton, WV

**3. PROFESSIONAL ENGINEER REVIEW:**

Mr. W.L. Toney, Jr., a registered professional engineer will review all work.

#### **4. SUBCONTRACTORS:**

REIC Laboratories of Beaver, WV will be responsible for all chemical analysis, while ET-2 will conduct all necessary soil tests such as:

- Visual Classification,
- Natural Moisture Content,
- Atterberg Limits,
- Sieve Analysis,
- Hydrometer Analysis,
- In-Place Density,
- Standard Proctor Compaction,
- Unconfined Compression, and
- Triaxial and/or Direct Shear.
- Sodium Sulfate Soundness Tests will be performed by REIC.

Mr. David Epling and Mr. Jeremy Toney are WV DOH Certified in Soils, Aggregate, Concrete and Asphalt Technicians. Both have many years' experience working directly with the WV DOH.

#### **5. EXPRESSION OF INTEREST:**

AML Consultant Qualification Questionnaire is located in Section C.

5a. Mr. Bernard Holliday and Mr. Robert Dillon were Project Managers over the lists of AML&R projects listed in Item #2. These projects included subsidence, landslides, drainage control and earthwork. Projects completed by ET-2 with water line include:

- Northridge Properties LLC  
Lewisburg, WV  
The development of an industrial park of approximately 30 acres with all underground utilities.
- Stonehenge Subdivision  
Lewisburg, WV  
The development of a residential subdivision with all underground utilities.

5b. All work will be performed in ET2's Lewisburg Office. Water analysis will be performed by REIC of Beaver, WV.

Mr. William L. Toney, Jr. will manage project and will establish project priority. Projects without adequate mapping will be assigned to Mr. Bernard Holliday. Projects requiring subsurface investigation will be assigned to Mr. Robert Dillon. Weekly progress meetings will be scheduled in order to maintain project schedule.

Design objectives will be assigned to Mr. Bernard Holliday acting as assistant design engineer.

Evaluation of alternatives will be assigned to Mr. Holliday. Each alternative will be evaluated for environmental impact and cost comparison.

Designs prepared by Mr. Bernard Holliday will be submitted to drafting.

Mr. William L. Toney, Jr. will review working drawings and specifications.

Mr. William L. Toney, Jr will prepare specifications and contract documents.

Mr. J. D. Brackenrich is a consultant employed with our firm with over 38 years experience in this field.



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  
 DEP14432

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Engineering & Testing 2000, Inc.  
 P.O. Box 1149  
 Lewisburg, WV 24901

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
09/18/2008				

BID OPENING DATE: 10/28/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-29		
LYNCH RUN HIGHWALL #6 DESIGN  EXPRESSION OF INTEREST  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING EXPRESSIONS OF INTEREST FOR PROFESSIONAL ENGINEERING DESIGN SERVICES AND CONSTRUCTION MONITORING SERVICES AT THE LYNCH RUN HIGHWALL #6 PROJECT IN GILMER CO., WEST VIRGINIA, PER THE FOLLOWING BID REQUIREMENTS AND ATTACHED SPECIFICATIONS.  BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID AND IS TERMINATED WITHOUT FURTHER ORDER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>William L. Toney, Jr.</i>	TELEPHONE 304-645-4056	DATE Oct. 23, 2008
TITLE President	FEIN 55-075395	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."

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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 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

Revised September 5, 2008

## **EXPRESSION OF INTEREST**

Lynch Run Highwall #6  
Requisition #DEP14432

### **Part 1 GENERAL INFORMATION**

#### **1.1 Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest (EOI) for the West Virginia Department of Environmental Protection (WVDEP), Office of Abandoned Mine Lands & Reclamation (AML), from qualified firms to provide architectural/engineering services as defined in section two (2) and three (3) and construction monitoring services during the construction phase of the project as defined by the **Scope of Work**. Construction Inspection by the firm will be at the option of WVDEP/AML.

#### **1.2 Project:**

The mission or purpose of the project described in sections 2 & 3 is to provide design services for the following:

##### **Lynch Run Highwall #6:**

Installation of wet mine seals in four (4) mine portals and bat gates in two (2) mine portals. Any other portals discovered during construction will be properly addressed.

Backfill and eliminate highwall and subsidence areas with available material.

Construct drainage control channels to carry the water safely off-site.

Remove all debris and household trash from the site to an approved disposal site.

Condition and revegetate all areas disturbed by construction.

Provide for natural stream design.

#### **1.3 Format:**

All responses should be submitted in a loose-leaf, three ring binder. The response should be presented in concise format which defines the corporation history and the experience, qualifications, and performance data of the firm's



staff as requested by the AML Consultant Confidential Qualification Questionnaire (CCQQ), Attachment "B" and the AML and Related Project Experience Matrix (RPEM), Attachment "C".

**Electronic copies of the above referenced documents Attachment "B" and Attachment "C" are available online for registered vendors at:**

<http://www.state.wv.us/admin/purchase/newbul.htm>

**1.4 Inquiries:**

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Chuck Bowman, Buyer  
Purchasing Division  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115  
charles.a.bowmanjr@wv.gov

**The firm, or anyone on the firm's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee.** Violation may result in rejection of the EOI. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

**1.5 Vendor Registration:**

Firms participating in this process should complete and file a ***Vendor Registration and Disclosure Statement*** (Form WV-1) and remit the registration fee. Firm is not required to be a registered vendor in order to submit an EOI, but the **successful firm must register and pay the fee prior to the issuance of an actual contract.**

**1.6 Oral Statements and Commitments:**

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are **not binding**. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

1.7 **Economy of Preparation:**

EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content. Example projects referred to in a firm's EOI's submittal should address projects that are similar in scope to that of the EOI. **Firms must complete the CCQQ and RPEM as included in Section 4.2 of this EOI.**

1.8 **Labeling of the Sections:** The response sections should be labeled for ease of evaluation.

1.9 **Submission:**

1.9.1 State law requires that the original expression shall be submitted to the Purchasing Division. All copies to the Purchasing Division must be submitted prior to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.

1.9.2 Firms mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division **CANNOT** waive or excuse late receipt of an expression which is delayed and late for any reason according West Virginia State Code §5A-3-11. Any EOI received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

**Submit:**

One original plus one convenience copy and one copy on CD to:  
 Purchasing Division  
 2019 Washington Street, East  
 P.O. Box 50130  
 Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer:	CB-23
Req#:	DEP14432
Opening Date:	10/28/2008
Opening Time:	1:30 pm

**1.10 Rejection of Expressions:**

The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. However, the State reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the firm nor obligates the State in any manner.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any firm responding to this EOI for expenses to prepare, deliver, or to attend the short-list interviews.

**1.12 Addenda:**

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by the State to all potential firms of record.

**1.13 Independent Price Determination:**

A contract will not be considered for award if the negotiated price was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor.

**1.14 Price Quotations:** No "price" or "fee" quotation is requested or permitted in the response.**1.15 Public Record:****1.15.1 *Submissions are Public Record.***

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All EOI's submitted by firms shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the expressions have been opened.

**1.15.2 *Written Release of Information.***

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, whichever is greater.

1.15.3 *Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a firm are the only exemption to public disclosure. The submission of any information to the State by a firm puts the risk of disclosure on the firm. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 **Schedule of Events:**

Release of EOI..... 09/18/2008  
 EOI Opening Date.....10/28/2008

1.17 **Mandatory Pre-bid Conference:**

Not applicable

1.18 **Bond Requirements:**

Not applicable

1.19 **Purchasing Affidavit:**

West Virginia State Code §5A-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit **must** be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI.

**PART 2 OPERATING ENVIRONMENT**

2.1 **Location:**

**Directions to Lynch Run Highwall #6:**

From Philippi proceed to I-79 and travel south to the Burnsville/Glenville exit (Exit 79). Turn right onto County Route 5 and proceed 11.5 miles to Lynch Run Road (CR 28) on the right. Travel along Lynch Run Road for 0.8 mile to the Problem area. The problem area is located up the hollow behind the gate, with a portion of the highwall located along Lynch Run Raod.

Location Map is attached (Attachment A1).

## 2.2 Background:

Firms are to be licensed Architectural/Engineering Firms (A/E) and should be familiar with, and have a successful track record of design of similar projects. The anticipated contract will be for "full-service" A/E design. Aspects of the design are to include, but not be limited to, Civil, Structural, Geological and Hydrological.

*The successful A/E will be responsible for **Design** of the following:*

### **Lynch Run Highwall #6:**

The area of concern is four (4) draining collapsed deep mine portals and two (2) open draining deep mine portals. The total flow from the six (6) discharging portals range about ninety (90) gpm, pH range of 6.5 to 7.1 and Fe > 10 mg/L. Debris and household trash is scattered on the site. Two highwalls extend for a total of approximately three thousand and one hundred (3100) feet with an average of thirty five (35) feet in height. Subsidence areas are present close to the highwall areas. Refuse is located above and is currently toed out into the stream. Natural stream design will be needed.

Preliminary design documents will be due 60 days from the issuance of the Purchase Order.

## **PART 3                    PROCUREMENT SPECIFICATIONS**

### **3.1 General Requirements:**

Firm must submit a completed CCQQ (Attachment "B") and RPEM (Attachment "C") as per Section 4.2

### **3.2 Project Description:**

#### **Scope of Work:**

#### **Lynch Run Highwall #6:**

Installation of wet mine seals in four (4) mine portals and bat gates mine seals in two (2) mine portals. Any other portals discovered during construction will be properly addressed.

Backfill and eliminate highwall and subsidence areas with available material.

Construct drainage control channels to carry the water safely off-site.

Remove all debris and household trash from the site to an approved disposal site.

Remove and regrade areas of refuse.

Condition and revegetate all areas disturbed by construction.

Provide natural stream design.

### 3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds*: Not Applicable

3.3.2 *Insurance Requirements*: \$1,000,000 Professional Liability with the WVDEP listed as additional insured. #DEP14432 must be listed on Insurance Certificate.

3.3.3 *License Requirements*: Workers Compensation Certificate upon award.

### 3.4 General Terms and Conditions:

By signing and submitting the EOI, the successful firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

#### 3.4.1 *Conflict of Interest*:

Firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

#### 3.4.2 *Prohibition Against Gratuities*:

Firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

### *3.4.3 Certifications Related to Lobbying:*

Firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the firm shall complete and submit a disclosure form to report the lobbying.

Firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

### *3.4.4 Vendor Relationship:*

The relationship of the firm to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The firm as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this EOI and resulting contract. Neither the firm nor any employees or contractors of the firm shall be deemed to be employees of the State for any purposes whatsoever.

The Firm shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing

fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Firm shall hold harmless the State, and shall provide the State and Agency with a defense against all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The firm shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

*3.4.5 Indemnification:*

The firm 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 firm, 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 firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

*3.4.6 Contract Provisions:*

After the most qualified firm is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the firm. The order of precedence is the contract, the EOI and the firm's response to the EOI.

*3.4.7 Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The firm further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

*3.4.8 Compliance with Laws and Regulations:*

The firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.



The firm shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**3.4.9 Subcontracts/Joint Ventures:**

The State will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

**3.4.10 Term of Contract:**

This contract will be effective (date set upon award) and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

**3.4.11 Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

**3.4.12 Contract Termination:**

The State may terminate any contract resulting from this EOI immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. The State shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, the State shall issue the firm an order to cease and desist all work immediately.

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

#### 3.4.13 *Changes:*

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the firm. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. **NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

#### 3.4.14 *Invoices, Progress Payments, & Retainage:*

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency based on percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

*The firm will invoice for completed work on an approved WVDEP form. If the purchase order has more than one project, a separate invoice must be provided for each project.*

#### 3.4.15 *Liquidated Damages:*

According to West Virginia State Code §5A-3-4(8), firm agrees that liquidated damages shall be imposed at the rate of N/A per workday, for failure to provide deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the firm.

3.4.16 *Record Retention (Access & Confidentiality):*

Firm 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 the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm 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 firm, subcontractors, or individuals permitted access by the firm.

## **PART 4                      EVALUATION & AWARD**

### **4.1    Evaluation and Award Process:**

- a)    Expressions of Interest will be evaluated and awarded in accordance with **§5G-1-3 "Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifty thousand dollars or more."**

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service. Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed

methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached."

b) The evaluation criteria and assigned point values are as follows:

- A. WV Registered Professional Engineers (Civil or Mining)  
In the Primary Office: 20 points
  
- B. Reclamation Engineering design experience of the Primary Office's WVRPE as it relates to the specific project problem Areas: 25 points
  
- C. Available WV-AML Design Teams within the Primary Office (A Design team should consist of one Project Engineer (Civil or Mining), one CAD person and availability of other support personnel as required by the particular project): 20 points
  
- D. The Oral Interview (See Section 4.3 of this EOI) 35 points

4.2 (a) AML Consultant Confidential Qualification Questionnaire (CCQQ) must be completed to be eligible (See Attachment "B").

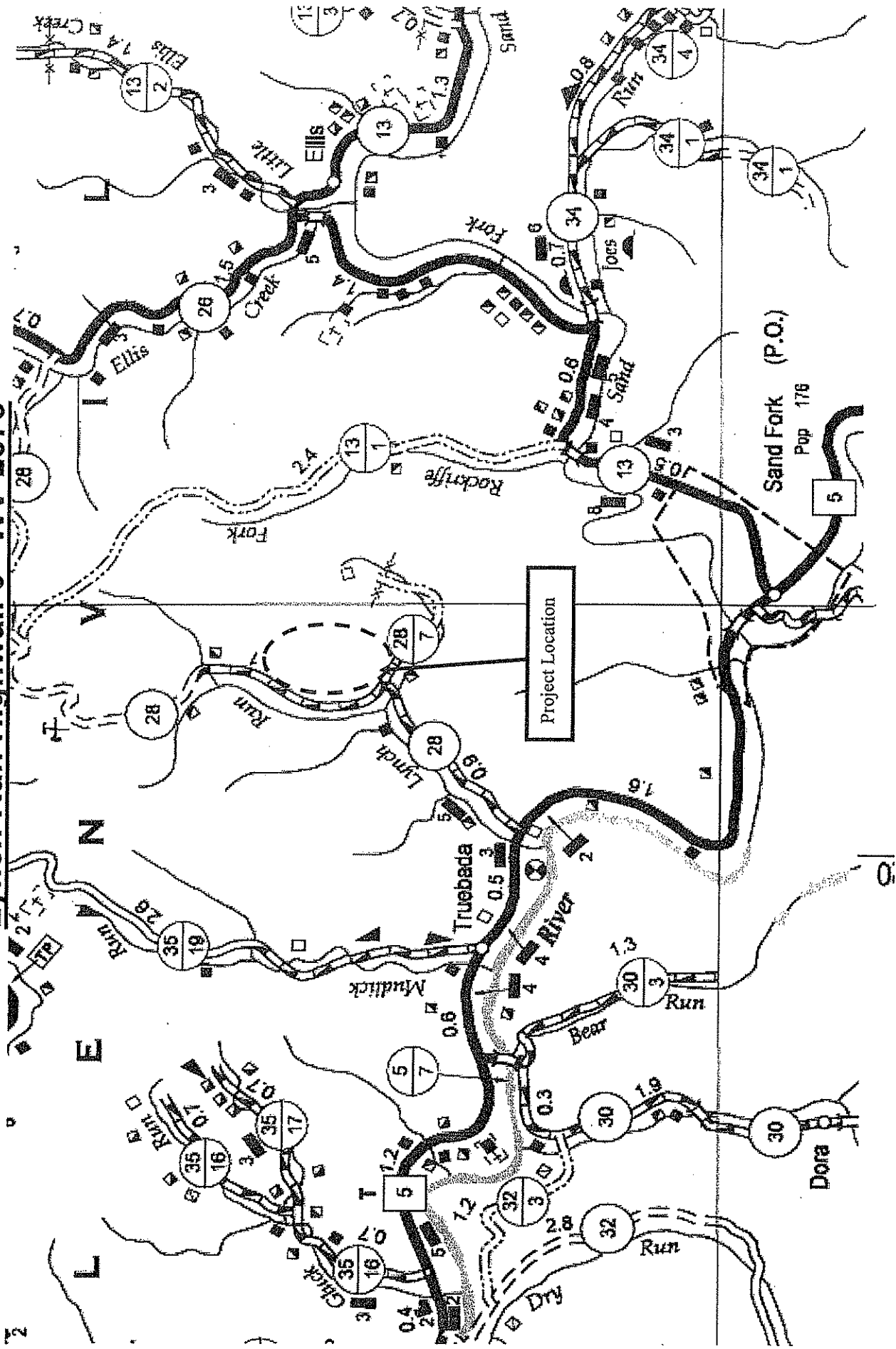
(b) AML and Related Project Experience Matrix (RPEM) must also be completed to be eligible (See Attachment "C").

- 4.3 Interviews as stated in 4.1 "Evaluation and Award Process" will be conducted with the three firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews.

The format for the interviews will be a 15-30 minute PowerPoint presentation consisting, at a minimum, of the following:

- Corporate/personnel experience as it relates to the project or projects
- Proposed project management plan
- Key personnel available for the proposed work
- Proposed subcontractors (mapping, geotechnical, etc.)
- Product quality control
- Project cost control

**Project Location Map  
Lynch Run Highway 6 WV-2673**



**Glenville Quad**

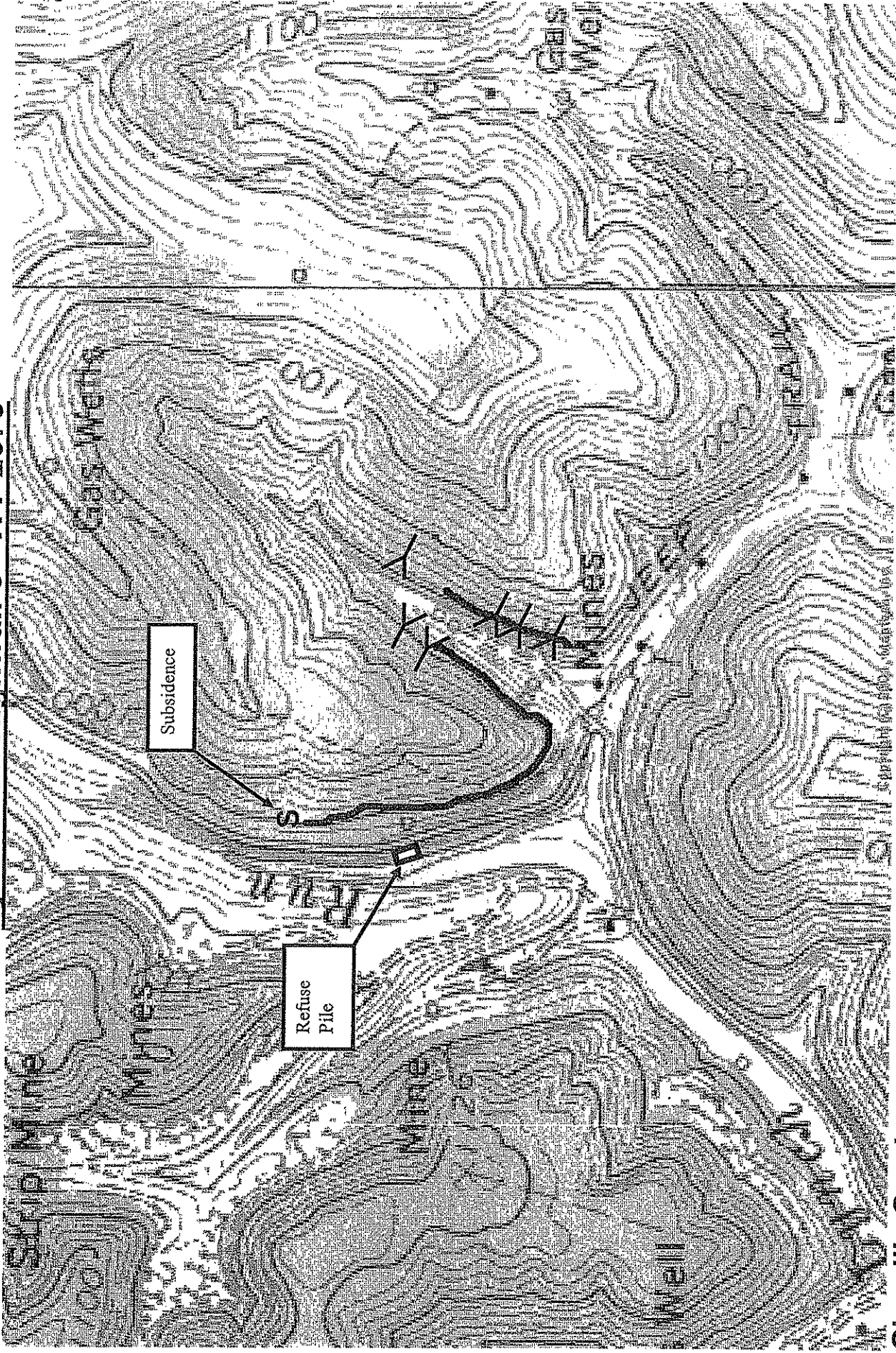
**Gilmer County**

Directions to Site :

From Philippi proceed to I-79 and travel south to the Burnsville/Glenville exit (Exit 79). Turn right onto County Route 5 and proceed 11.5 miles to Lynch Run Road (CR 28) on the Right. Travel along Lynch Run Road for 0.8 miles to the Problem area. The problem area is located up the hollow behind the gate, with a portion of the highwall located along Lynch Run Road.

The site consists of six portals discharging AMD, and two highwalls. One of the six portals is sloughed in and completely closed. Three of the six portals are partly sloughed in but open enough to gain access. These Portal openings range in size from 1'X6' to 3'X6'. Two of the six portals are completely open with openings of 5'X15' and 8'X15. The portals flow was estimated at 90gpm with pH ranging between 6.5 & 7.1 and Fe >10. Two highwalls are located on the site. The eastern highwall is ~800 feet long and ~25 feet high. The western Highwall is ~2300 feet long and ~35 feet High. The highwall condition ranged from vertical in the highest areas to mostly sloughed in and well vegetated along the face in other sections. Three subsidence depressions are located at the northern most end of the western highwall. A 1/4 acre refuse pile is located on the western side of the western highwall.

**Project Location Map**  
**Lynch Run Highway 6 WV-2673**



**Glenville Quad**  
**Latitude: 38° 56' 12.32"**

**Gilmer County**  
**Longitude: 80° 45' 21.79"**

**Scale: 1 inch = 600 Feet**



**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AML CONSULTANT QUALIFICATION QUESTIONNAIRE Attachment "B"**

PROJECT NAME Lynch Run Highway #6	RFQ DEP14432	DATE (DAY, MONTH, YEAR) 23 October 2008	FEIN 55-075395
1. FIRM NAME Engineering & Testing 2000, Inc.	2. HOME OFFICE BUSINESS ADDRESS P.O. Box 1149 (5 1 <sup>st</sup> St. Whitlock Ind. Park), Lewisburg, WV 24901	3. FORMER FIRM NAME None	
4. HOME OFFICE TELEPHONE (304) 645-4056	5. ESTABLISHED (YEAR) 1998	6. TYPE OWNERSHIP Individual X Corporation Partnership Joint-Venture	6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES X NO
7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE P.O. Box 1149, Lewisburg, WV 24901/304-645-4056/William L. Toney, Jr./14 Total			

8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM William L. Toney, Jr., Bernard W. Holliday	8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS None
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9. PERSONNEL BY DISCIPLINE	
2 ADMINISTRATIVE ARCHITECTS	— LANDSCAPE ARCHITECTS — STRUCTURAL ENGINEERS
<b>BIOLOGIST</b>	— MECHANICAL ENGINEERS <b>2 SURVEYORS</b>
1 CADD OPERATORS	— <b>MINING ENGINEERS</b> — TRAFFIC ENGINEERS
CHEMICAL ENGINEERS	— PHOTOGRAMMETRISTS — OTHER
<b>CIVIL ENGINEERS</b>	— PLANNERS: URBAN/REGIONAL
3 CONSTRUCTION INSPECTORS	— SANITARY ENGINEERS
DESIGNERS	— SOILS ENGINEERS
DRAFTSMEN	— SPECIFICATION WRITERS
	TOTAL PERSONNEL

TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: 1  
 \*RPES other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.

10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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11. OUTSIDE KEY CONSULTANTS/SUB-CONSULTANTS ANTICIPATED TO BE USED. Attach "AML Consultant 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 Abandoned Mine Lands Remediation/Mine Reclamation Engineering?

YES Description and Number of Projects: WV DNR: Holden #1, Rift Refuse, Pickens Prep, Lockhart Portals, East Lynn, WV, Coalton Highwall, Tassie Tipple, Jim's Refuse, Tait Bond Forfeiture, Snider Highwall & Norway Mine Portals, Massey Tipple, Beth Energy, Clear Creek Fuel Corp., Leckie Smokeless Coal.

NO

B. Is your firm experienced in Soil Analysis?

YES Description and Number of Projects: Hundreds - geotechnical and soil investigations.

NO

C. Is your firm experienced in hydrology and hydraulics?

YES Description and Number of Projects: Numerous FEMA Flood studies and other projects.

NO

D. Does your firm produce its own Aerial Photography and Develop Contour Mapping?

YES Description and Number of Projects: We develop contour mapping. Aerocon does our Aerial Photography.

NO

E. Is your firm experienced in domestic waterline design? (Include any experience your firm has in evaluation of aquifer degradation as a result of mining.)

YES Description and Number of Projects: Numerous design and subsurface aquifer projects.

NO

F. Is your firm experienced in Acid Mine Drainage Evaluation and Abatement Design?

YES Description and Number of Projects: Several - supervised & designed closures at Mines to reduce acid flow.

NO

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data - keep to essentials)

NAME & TITLE (Last, First, Middle Int.)		YEARS OF EXPERIENCE	
TONEY, WILLIAM L., JR. P.E./PRESIDENT		YEARS OF AML DESIGN EXPERIENCE: 10	YEARS OF AML RELATED DESIGN EXPERIENCE: YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Brief Explanation of Responsibilities			
Engineering design, construction management, quality control, geotechnical explorations, surface mining projects, varying structural foundations, environmental projects, water & sewer systems and other related civil engineering.			
EDUCATION (Degree, Year, Specialization)			
BS/1988/Civil Engineering; BS/1983/Mathematics			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS			
REGISTRATION (Type, Year, State) RPE 11844/WV, RPE 24589/VA, RPE 21167/KY, RPE 055289/PA, RPE E64389/OH, RPE 28242/NC, Licensed Land Surveyor 1308/WV; Monitoring Well Driller; OHHA Training			
13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)		YEARS OF EXPERIENCE	
NAME & TITLE (Last, First, Middle Int.)		YEARS OF AML DESIGN EXPERIENCE: 15	YEARS OF AML RELATED DESIGN EXPERIENCE: YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE: 6
HOLLIDAY, BERNARD H., SURVEYOR			
Brief Explanation of Responsibilities			
Design/layout, survey, mapping/topo, oversee drilling and geotechnical, vast surveying and equipment experience.			
Construction "stake out" of roads, refuse, buildings, dams, etc.			
EDUCATION (Degree, Year, Specialization)			
A.S./1970/Forest Technology			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS			
WV Land Surveyors Association			
REGISTRATION (Type, Year, State) WV DOH Certified Compaction/1994/WV Nuclear Testing Equipment/2097/WV			

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data to keep to essentials)

NAME & TITLE (Last, First, Middle Int.)		YEARS OF EXPERIENCE	
BRACKENRICH, J.D., RPE (Consultant)		YEARS OF AML DESIGN EXPERIENCE: 38	YEARS OF AML RELATED DESIGN EXPERIENCE: 20
YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:			
Brief Explanation of Responsibilities			
Design, layout on following: surface mining projects, varying structural foundations, earthen dams, concrete dams, explorations, roads, railroad spurs, environmental projects, water and sewer systems and other related civil engineering projects.			
EDUCATION (Degree, Year, Specialization)			
B.S./1960/Civil Engineering; B.S./Agriculture Engineering/1957/Agriculture Engineer			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS			
REGISTRATION (Type, Year, State) Civil Engineering/1963/RPE 3994/WV; Land Surveyor, UST & OSHA Cert. Asbestos Inspector & Designer.			
13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data to keep to essentials)			
NAME & TITLE (Last, First, Middle Int.)		YEARS OF EXPERIENCE	
DILLON, ROBERT L., III, (Consultant)		YEARS OF AML DESIGN EXPERIENCE: 26	YEARS OF AML RELATED DESIGN EXPERIENCE: 15
YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:			
Brief Explanation of Responsibilities			
Geologist, design, hydrology, soil, geotechnical evaluations, construction inspection reporting, field quality control testing, supervised civil and mining engineering working reclamation projects.			
EDUCATION (Degree, Year, Specialization)			
B.S. / 1978/ Geology with Minor Chemistry			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS			
REGISTRATION (Type, Year, State) Certified/Licensed: Asbestos Building Inspector, Asbestos Mgmt. Planner, Asbestos Project Designer, Air Monitor Professional, Radiation Safety Officer Portable Nuclear Gauges.			

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES | POSSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
CHILDERS, LESLIE M. P.G. Geologist & Environmental Scientist (Consultant)	20	15

Brief Explanation of Responsibilities

Mining & mineral reserve studies, construction monitoring, geological field and subsurface investigations, mining reserve, feasibility and planning studies, deep shaft design and grouting programs, computer modeling of geological and hydrogeological features, and analyses of groundwater & soil chemistry; statistical approaches.

EDUCATION (Degree, Year, Specialization)

B.S. / 1975 / Geology; Licensed Geologist WV, NC & KY

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)

NAME & TITLE (Last, First, Middle Int.)	YEARS OF EXPERIENCE	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:

Brief Explanation of Responsibilities

EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

14. PROVIDE A LIST OF SOFTWARE AND EQUIPMENT AVAILABLE IN THE PRIMARY OFFICE WHICH WILL BE USED TO COMPLETE AML DESIGN SERVICES

Auto Cad 2004 & Auto Cad 2005, Surv Cad, HEC-RAS 3.1.3, Microsoft Office Excel 2003, MS Office Power Point 2003, MS Office Word 2003, Windows XP-2007, Bentley Sewer Cad, Watercad 7.0, Maptech Terrain Navigator Pro, Adobe Photoshop, PacSoft, COADE, Hydrocad, Microsoft Access, Pipe Flow Expert, SMD Deck Design, Spectra Pave 3, Encarta Encyclopedia 2004, Streets & Trips 2004, Money2004, Works 2004, Picture It, Peachtree Complete Accounting Software,

Printers: HP DeskJet 5800, HP Designjet T610 Plotter, HP Designjet 450C Plotter, HP Designjet 9800, HP Officejet 7130

All-in-one, HP PSC 2355xi all in one, HP Designjet 712C, HP Photosmart 7150, HP Designjet 842C, HP PenPlotter 7855B,

Savin Copier 8035, Xerox Document Centre 430DC, BlueLine Machine Dart XL80.

Cameras: Cyber shot 5.1 Mexapixel, Sony MVC-F075

Leica 5 second Theodolite Data Collection Hand Held Calculator, FM 2-way radio, 4 cell phones, 2 wheel drive vehicle

Wild D15 Distance Equipment with automatic recording capabilities and which interfaces with our computer aided drafting and design systems.

Wild T-1 Theodolite

Wild T-2 1 Second Theodolite

Long Range Tellurometer CA1000 (EDM) 20 mile range

Warren-Knite-Sipe Sumner Compasses

Nikon Level (Miscellaneous survey chains, rods and all other accessories)

Schonstedt Magnetic Locator Model GA-52

All Terrain Vehicle

15. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS THE DESIGNATED INNER OF RECORD

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
Greenbrier County Landfill	Greenbrier County SWA P.O. Box 1664 Lewisburg, WV 24901	Design & oversight	\$1,000,000.00 +	50%
TOTAL NUMBER OF PROJECTS:			TOTAL ESTIMATED CONSTRUCTION COSTS: \$	





17. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM		THE DESIGNATED ENGINEER OF RECORD		
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)
Greenbrier County Landfill	Greenbrier County SWA P.O. Box 1664 Lewisburg, WV 24901	N/A	2008	Active Landfill Constructing Cell #5
HAM Sanitary Landfill	HAM Sanitary Landfill 1 Bozoo Rd., P.O. Box 576 Peterstown, WV 24963	N/A	2008	Yes Active Landfill
Brier Properties Construction/Motel Lewisburg, WV	Brier Properties 30 Coleman Drive Lewisburg, WV 24901	N/A	2007	No
WVSOM - Construction/Classroom	WVSOM 400 N. Lee Street Lewisburg, WV 24901	N/A	2007	No
GVMC - Design, Construction - Soccer Field	Greenbrier Valley Medical Ctr 202 Maplewood Ave Ronceverte, WV 25802	\$250,000	2007	Yes
Rolfe Bridge McDowell County	WV DOH Charleston, WV	N/A	2006	Yes
New Army National Guard Ctr. Lewisburg, WV	Corte Construction Drawer 1089 Bluefield, VA 24605	N/A	2006	Yes
New River Gorge Design & Construction Layout & QC	Vecellio & Grogan P.O. Box 2438 Beckley, WV 25802	N/A	2004	Yes



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code §5A-3-10a* provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code §21-1D-5* provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**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 materials, 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.

**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 is in compliance with the requirements as stated.

Vendor's Name: Engineering & Testing 2000, Inc.

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

*William L. Townsend*

Date: October 23, 2008