

EXPRESSION OF INTEREST

**ARCHITECTURAL & ENGINEERING SERVICES FOR
WASTEWATER FACILITIES IMPROVEMENTS
CANAAN VALLEY RESORT STATE PARK
RFQ. NO.: DNR209026
DAVIS, WV 26260**

WEST VIRGINIA DIVISION OF NATURAL RESOURCES

PARKS AND RECREATION SECTION

Building 3, Room 719

1900 Kanawha Boulevard, East

Charleston, WV 25305-0662

ENGINEERING & TESTING 2000, INC.

5 FIRST STREET, WHITLOCK INDUSTRIAL PARK

P.O. BOX 1149

LEWISBURG, WEST VIRGINIA 24901

PHONE: (304) 645-4056 FAX: (304) 645-4489

email: et2000@suddenlinkmail.com

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QUALIFICATIONS AND TECHNICAL EXPERTISE

The experience of Engineering & Testing 2000, Inc. (ET-2) can provide the answers and solutions to all of your engineering needs. ET-2 feels we are best qualified to undertake this project for the following reasons:

- ET-2 has a fully qualified professional and support staff located in our Lewisburg, West Virginia office.
- ET-2 is the only firm located in the Lewisburg area that can offer “turn key” services throughout the entire project without involving any other subcontractors or consultants. This eliminates the confusion of dealing with multiple consultants to achieve a finished product.
- Due to ET-2's location, our response time and our price on fieldwork (QA/QC, survey, field visits, etc.) will be very competitive. Our field and office personnel can and will be available at a moments notice for any and all of our clients needs.
- Engineering & Testing 2000, Inc. or its staff has designed wastewater treatment facilities, along with gravity and force main collection systems.
- ET-2 has performed and been involved in numerous site and building designs/layouts for a great deal of developments and buildings.
- ET-2 can handle a QA/QC project of this size and magnitude with ease. ET-2's laboratory and field staff has experience with QA/QC on multiple buildings and large structures in our surrounding area.

MANAGEMENT and STAFFING CAPABILITIES

ET-2 is committed to providing responsive, high quality engineering, surveying, and consulting services to our clients. We continually strive to develop a professional staff and support group that can meet these needs consistent with satisfying the overall goals and objectives of our firm. We view this project as an important step in furthering our commitment. We believe that our broad knowledge of all aspects of engineering, our capabilities to perform any of these tasks in a timely manner and our extremely close location to the project makes ET-2 the paramount choice of consultants to undertake this project.

This particular project will be assigned a project manager with experience in engineering and site design. The project manager will oversee the project and be the primary contact during all phases of the project. The project manager will be overseen by the principal engineer. The principal engineer will assist, review, and approve all of the work performed on the project.

It is ET-2's management practice to keep continuity on all of its projects. The project manager assigned to the project will remain with the project until it reaches a completed state. ET-2 also strives to provide the same AutoCAD Technician and Quality Control Technician throughout a project of this size. Again this is to provide continuity and eliminate the confusion of multiple people performing the same task.

During the selection of the staff to be involved in this project the following items will be considered:

- ❑ Staff persons experienced in the engineering task needed to be performed.
- ❑ Staff persons experienced in the multiple parameters of the construction monitoring.
- ❑ Staff persons experienced in construction layout, building design, and site design.

Engineering & Testing 2000, Inc. shall provide the necessary professional engineering services to implement the recommendations of Woolpert LLP for Canaan Valley State Park in their study dated My 5, 2006 prepared for the Division of Natural Resources, Titled "Wastewater System Assessment Study", or further improve on those recommendations.

ET-2's professional engineering services include those necessary to effectively plan for the most effective and economical treatment technology, design of the collection and treatment systems and any other incidental and related improvements, procurement of necessary environmental permits, production of plans and specifications required to produce bidding documents, and construction administrative services if necessary and desired by the Division of Natural Resources.

RELATED EXPERIENCE

The following are a few examples of projects related to the assumed aspects for the proposed project:

□ **WV School of Osteopathic Medicine/ *Student Activities Center, Lewisburg, West Virginia***

Foundation design involving geotechnical drilling, coordination and design of the foundation system required due to the extreme Karst terrain on the site. ET-2 was also involved in QA/QC testing and site surveying.

□ **WV School of Osteopathic Medicine/ *Robert C. Byrd Clinic Addition, Lewisburg, West Virginia***

ET-2 performed a geotechnical investigation for a major expansion of the Robert C. Byrd Clinic. This included geotechnical drilling, report, foundation design and drawings, and quality control for the sub-grade and concrete materials, and site surveying.

□ **Ronceverte Christian Church/ *Design of New Sanctuary Ronceverte, West Virginia***

Architectural/Engineering design of their new sanctuary/church. AutoCAD drafting on the entire project.

□ **WRP Realty/ *American Foam New Plant Facilities Lewisburg, West Virginia***

Foundation Design involving geotechnical drilling, coordination and design of the pile foundation system required due to the extreme Karst terrain on the site. ET-2 was also involved in the QA/QC testing and site surveying. ET-2 designed an injection well to provide proper drainage for the site.

□ **Burns Property, LLC/ *Commercial Development***
Marlinton, West Virginia

ET-2 performed site development/ lot divisions for a commercial development in Marlinton, West Virginia.

The site was raised two foot to achieve an elevation above the flood stage. ET-2 also performed wetland delineation for 0.37 acres of wetland on the site.

□ **White Rock LLC (*The Retreat*)**
Lewisburg, West Virginia

ET-2 has performed layout and design of water system to serve 300 lots and utility design for complex in Lewisburg, WV.

□ **Northridge Properties, L.L.C./ *Site Plan/Design, Water and Sewer Extension Design***
Lewisburg, West Virginia

ET-2 performed the subdivision of commercial property for Northridge Properties on U.S. Route 219 in Lewisburg, West Virginia. Included in the site design were the water and sewer extension design and permitting, site surveying, and site/subdivision plan and day use park area.

□ **Whitlock Realty/ *Subdivision of Commercial Property***
Lewisburg, West Virginia

ET-2 performed the design, plans, and layout of a commercial subdivision for Whitlock Realty adjacent to U.S. Route 219 in Lewisburg, West Virginia.

□ **Goodrich, Inc./ *Foundation Design, Geotechnical Investigation, and QA/QC for Plant Expansion Union, West Virginia***

ET-2 performed a geotechnical investigation for a major plant expansion at the Goodrich Union Operation. This included geotechnical drilling, report, foundation design and drawings, and quality control for the sub-grade and concrete materials.

□ **Pinnacle Group/ *Structural Design for Cottages 8-14 at Greenbrier Sporting Club White Sulphur Springs, West Virginia***

ET-2 is the structural engineer on cottages 8-14 for the Pinnacle Group at the Greenbrier Sporting Club. This included sizing beams for large spans, headers for above doorways on all three stories, and many other structural details involved in building construction.

□ **Astech Corp./ *Soccer Stadium & Amphitheatre Site Layout, Design, and QA/QC Charleston, West Virginia***

ET-2 performed layout, design, and QA/QC for the above referenced activity area.

□ **AppleSauce Inc./ *Geotechnical Investigation and Foundation Design for Applebee's Restaurant Lewisburg, West Virginia***

ET-2 performed the Geotechnical Investigation and Foundation Design for the above referenced project. This included dealing with and designing around the Karst Geological Terrain for this area.

□ **TDH/ *Design, Construction Layout, Supervision, QA/QC for Engineering & Testing Inc. New Office Facilities Lewisburg, West Virginia***

ET-2 performed the architectural design, construction layout, construction monitoring/supervision, QA/QC, etc. for the new 4,000 square foot office facility for Engineering & Testing 2000, Inc. This was a “turn key” operation.

□ **RALPH HOFER/ *Design, Construction Layout, Supervision of Construction, Marlinton, West Virginia***

ET-2 performed design, construction layout, supervision of construction for a recreation dam/lake for new subdivision at Marlinton, WV.

□ **Greenbrier East High School, Lewisburg, WV**

Design existing football field to install a new artificial turf playing field with drainage.

□ **Greenbrier Valley Hospital, Lewisburg, WV**

Design new 400 meter running track with soccer field, drainage, layout, and lighting.

□ **City of Lewisburg, Lewisburg, WV**

Design little league fields.

Attached to this engineering proposal are resumes for a few of the employees that will be involved in various aspects of the proposed project. As can be seen from the attached resumes ET-2 has a vast array of experience in all aspects of engineering, surveying, and materials testing. It is ET-2's belief that for this particular project our experience, location, and prices makes us the most qualified consultant for your engineering needs.

RESUMES

WILLIAM L. TONEY, JR.
REGISTERED PROFESSIONAL ENGINEER/PRESIDENT

EDUCATION:

B.S., Mathematics, West Virginia Institute of Technology - 1983.
B.S., Civil Engineering, West Virginia Institute of Technology - 1988.

AREA OF EXPERTISE:

Performed Geotechnical Investigations, wastewater treatment and collection systems, foundation designs, structural steel inspections, bridge and roadway designs, concrete mix designs, groundwater investigations, including groundwater modeling, groundwater sampling and analysis. Developed HEC1, HEC2 and HEC-RAS hydrological surface water models. Conducted Phase I, II, and III site investigations and remediation of contaminated sites. Prepared residential and industrial site development plans including road utilities and landscaping plans.

SUMMARY OF EXPERIENCE:

Mr. Toney has over seventeen years experience in environmental and civil engineering, subsurface investigation, groundwater modeling, monitoring well installations, groundwater sampling, as well as building foundation, roads & bridges, and public and private works design.

PROFESSIONAL LICENSES AND REGISTRATION:

Registered Professional Engineer: West Virginia No. 11844, Virginia No. 24589, and Kentucky No. 21167, Pennsylvania No. PE055280-E Ohio No. E64389, and North Carolina No. 28242
Licensed Land Surveyor West Virginia No. 1308
Monitoring Well Driller Certification WV 00073
OSHA 40 HR Health & Safety Training

EMPLOYMENT HISTORY:

<u>1998 - Present</u>	President, Engineering & Testing 2000, Inc., Lewisburg, WV.
<u>1993 - 1998</u>	Brackenrich & Associates, Inc. Consulting Engineers, Lewisburg, WV
<u>1990-1993</u>	Almes & Associates, Inc., Consulting Engineers, Beckley, WV
<u>1988 -1990</u>	Joyce Engineering, Inc., Princeton, West Virginia.

BERNARD W. HOLLIDAY, JR.
SURVEYOR/DESIGN/SECRETARY-TREASURER

EDUCATION:

A.S., Forest Technology, Glenville State College, Glenville, WV 1970
Smoot High School, Smoot, West Virginia

AREAS OF EXPERTISE:

Project Management, Supervision of Construction Projects, Field Surveying for Construction, Boundary, Photo Control, Control Surveys and Topographic Surveys.

SUMMARY OF EXPERIENCE:

Mr. Holliday has over thirty years of experience in all aspects of surveying and is familiar with modern surveying instruments and GPS equipment. Responsible for QA/QC of Construction Projects such as Landfill Construction, Water and Sewer Projects. Supervision and Management of Multi-Surveying Projects.

CERTIFICATION/TRAINING:

Troxler Electronics Laboratories, Inc., Nuclear Testing Equipment.
WV Division of Highways Certified Compaction Technician. 1994

ORGANIZATIONS:

West Virginia Land Surveyors Association.

EMPLOYMENT HISTORY:

1998 - Present

Vice President, Engineering & Testing 2000, Inc.,
Lewisburg, WV. Survey Coordinator.

1977 - 1998

Brackenrich & Associates, Inc. Lewisburg-
Sutton, WV. Surveyor.

1972 - 1977

West Virginia Department of Natural Resources,
Charleston, WV. Instrument Man/Field Surveyor.



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
DNR209026

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
304-558-2316**

RFQ COPY
TYPE NAME/ADDRESS HERE

DIVISION OF NATURAL RESOURCES
PARKS & RECREATION SECTION
BUILDING 3, ROOM 719
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0662 304-558-2775

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/22/2008				

BID OPENING DATE: **10/09/2008** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	1	LS	906-00-00-001	
<p>***** ADDENDUM NO. 1 *****</p> <p>THIS ADDENDUM IS ISSUED TO INCLUDE THE ATTACHED STUDY BY WOOLPERT LLP CONDUCTED FOR CANAAN VALLEY STATE PARK DATED MAY 5, 2008</p> <p>THE BID OPENING DATE IS CHANGED TO 10/9/2008 AT 1:30PM</p> <p>ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL</p> <p>***** THIS IS THE END OF RFQ DNR209026 ***** TOTAL:</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W L Tompkins</i>	TELEPHONE 304-645-4056	DATE 10/8/08
TITLE President	FERN 55-0757395	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications
3. Complete all sections of the quotation form
4. Unit prices shall prevail in case of discrepancy
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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

**Request for
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RFQ NUMBER:
DNR209026

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ADDRESS FOR CORRESPONDENCE TO ATTENTION OF:
**FRANK WHITTAKER
 304-558-2314**

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF NATURAL RESOURCES
 PARKS & RECREATION SECTION
 BUILDING 3, ROOM 719
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0662 304-558-2775

DATE PRINTED 09/10/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/02/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOF	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-00-00-001		
<p>ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL</p> <p>EXPRESSION OF INTEREST</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING EXPRESSIONS OF INTEREST TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR IMPROVEMENTS TO THE WASTEWATER FACILITIES AT CANAAN VALLEY RESORT STATE PARK PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS SEPTEMBER 24, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT AN EXPRESSION OF INTEREST TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *W. L. Toney* TELEPHONE 304-645-4056 DATE 10/8/08

TITLE President FEIN 55-0757395 ADDRESS CHANGES TO BE NOTED ABOVE

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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
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Request for Quotation

REC NUMBER: **DNR209026**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER
304-558-2316

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**DIVISION OF NATURAL RESOURCES
 PARKS & RECREATION SECTION
 BUILDING 3, ROOM 719
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0662 304-558-2775**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
09/10/2008						
BID OPENING DATE: 10/02/2008		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	QNT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 ..X... 9/22/08</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH 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>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>W. J. Toney</i>		TELEPHONE 304-645-4056		DATE 10/8/08		
TITLE President		FAX 55-0757395		ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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**Request for
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VENDOR

VENDOR

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DATE PRINTED 09/10/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/02/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REV. 11/96</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED EOI MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE EOI SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE EOI MAY NOT BE CONSIDERED:</p> <p>SEALED EOI</p> <p>BUYER: FRANK WHITTAKER-FILE 44</p> <p>EOI NO.: DNR209026</p> <p>EOI OPENING DATE: OCTOBER 2, 2008</p> <p>EOI OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>W. Z. Tough</i>	TELEPHONE 304-645-4056	DATE 10/8/08
TITLE President	FERN 55-0757395	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**FRANK WHITTAKER
304-558-2316**

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DIVISION OF NATURAL RESOURCES
PARKS & RECREATION SECTION
BUILDING 3, ROOM 719
1900 KANAWHA BOULEVARD, EAST
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25305-0662 304-558-2775

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BID OPENING DATE: 10/02/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR EO1:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ DNR209026 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *W L Long* TELEPHONE **304-645-4056** DATE **10/8/08**

TITLE **President** FEIN **55-0757395** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Revised July 28, 2007

**EXPRESSION OF INTEREST
Canaan Valley Resort State Park
Wastewater Facilities Improvements
#DNR _____**

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 West Virginia Division of Natural Resources, Parks and Recreation Section, "Agency", from qualified firms to provide architectural/engineering services as defined in section two (2) and three (3).

1.2 Project:

The mission or purpose of the project described in sections 2 & 3 is to provide professional engineering services pursuant to the following objectives:

Provide necessary professional engineering services to implement the recommendations of Woolpert LLP for Canaan Valley State Park in their study date May 5, 2006 prepared for the Division of Natural Resources, Titled "Wastewater System Assessment Study", or further improve on those recommendations. Included in this project will be the production of plans, specifications, all required bidding documents, and other related services necessary to construct the desired improvements.

1.3 Format: N/A

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:

Frank Whittington, Senior Buyer
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

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.

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 (2) convenience copies 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: Frank Whittaker-File 44
Req#: DNR209026
Opening Date: 10/02/2008
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 the EOI	09/11/2008
Firm's Written Questions Submission Deadline.	09/24/2008
Expressions of Interest Opening Date	10/02/2008
Estimated Date for Interviews	TBD

1.17 Mandatory Prebid 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: Agency is located at the following address:**

West Virginian Division of Natural Resources
Parks and Recreation Section
1900 Kanawha Boulevard, East
Charleston, WV 25305

Facilities where work will be performed:

Canaan Valley Resort State Park
HC, Box 320
Davis, WV 26260

2.2 Background:

The Division of Natural Resources owns a four seasons resort at the aforementioned location. There are existing wastewater collection and treatment systems for the lodge/convention center, a ski area, cabin area, campground and golf clubhouse facilities. Further assessment and updating is required in order to bring these wastewater collection and treatment systems into compliance with the current West Virginia Division of Environmental Protection regulations. Professional services will be necessary to effectively plan, describe and monitor the construction necessary to obtain compliance with these regulations.

PART 3**PROCUREMENT SPECIFICATIONS****3.1 General Requirements:**

Provide described services in accordance with applicable state code and accepted engineering standards.

3.2 Project Description:

Provide professional engineering services pursuant to the following objectives:

- 3.3.1 Provide necessary professional engineering services to implement the recommendations of Woolpert LLP for Canaan Valley State Park in their study date May 5, 2006 prepared for the Division of Natural Resources, Titled

"Wastewater System Assessment Study", or further improve on those recommendations. A copy of the body of this study without its referenced attachments are attached to this EOI.

The professional engineering services desired include those necessary to effectively plan for the most effective and economical treatment technology, design of the collection and treatment systems and any other incidental and related improvements, procurement of necessary environmental permits, production of plans and specifications required to produce bidding documents, and construction administrative services if necessary and desired by the Division of Natural Resources.

Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds:* N/A

3.3.2 *Insurance Requirements:* \$1,000,000 Professional Liability
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.

3.4.15 Liquidated Damages:

According to West Virginia State Code 55A-3-4(8), firm agrees that liquidated damages shall be imposed at the rate of \$100 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 & 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 fifth 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 [§59-3-1 et 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:

Scoring Criteria

Category	Points
1. History and credentials of firm	40
2. History of completing similar projects	40
3. Oral Interview	20

DNR209026

RFQ No _____

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.

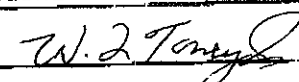
LICENSING:

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 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, INCAuthorized Signature:  Date: 10/8/2008