

April 3, 2012

Project E120381

Mr. Guy Nisbet
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, West Virginia 25305-0130

Re: **Quotation**
CAD Services in Northern/Southern WV (Open End)
WVDEP, Office of AML&R
DEP15789

RECEIVED

2012 APR -3 PM 1:15

WV PURCHASING
DIVISION

Dear Mr. Nisbet:

GAI Consultants, Inc. (GAI) is pleased to submit this quotation to provide the WVDEP, Office of Abandoned Mine Lands and Reclamation with CAD services. This quotation is submitted in response to the Request for Quotation dated February 24, 2012.

QUALIFICATIONS

GAI Consultants, Inc. provides consulting services in geotechnical engineering, civil engineering, environmental engineering, mining-related design engineering, geology, hydrogeology, environmental science, economics, transportation systems and land-use planning, urban and site engineering, structural engineering, engineering mechanics, agronomy, anthropology and archaeology, and various related professional disciplines. The firm has experienced steady growth in both size and capabilities; and for the past sixteen years has been rated among the top 500 engineering and environmental firms in the nation by Engineering News Record (ENR).

Established in 1958, GAI and its subsidiaries comprise an organization of over 800 engineers, scientists, and support personnel. GAI offers a comprehensive approach to engineering problems requiring a wide range of interdisciplinary skills. In the past 40+ years, we have designed and monitored the construction of numerous facilities and have conducted thousands of related geotechnical and hydrological investigations, many of which involved reclamation of abandoned mine lands.

The Charleston office has provided the State with quality engineering services for the abatement of problems arising from abandoned mine lands since opening in 1985. Currently, the Charleston office has three experienced CAD operators and other experienced disciplines on staff. GAI has prepared **over 90** construction packages for WVDEP-AML. Other West Virginia AML projects completed by GAI did not result in the preparation of construction drawings such as water quality surveys and feasibility reports and landslide investigations where it was determined that the problems were not mining related. GAI is completely familiar with WVDEP's guidelines for preparing construction drawings, technical specifications, and supporting documents. We are able to draw on a large collection of typical construction details contained within our computer aided drafting (CAD) library for the above types of AML projects.

Mr. Guy Nisbet
Project E120381
April 3, 2012

PROJECT MANAGER & CAD SPECIALISTS

Mr. Charles F. Straley, P.E., P.S. will serve as a Project Manager. Mr. Straley has managed and participated in the design and development of reclamation plans and feasibility studies for over **50** abandoned mine land projects for the WVDEP, Abandoned Mine Lands and Reclamation Program. Mr. Straley has a complete understanding of WVDEP - AML guidelines, specifications, and project expectations. He has a good working relationship with many of the AML staff.

Mr. Jason T. Green will be a CAD Specialist. Mr. Green has over 15 years experience. Mr. Green has an Associate's Degree in Engineering Technology. He has performed design and CAD services on 15 Projects. Refer to the Attached matrix for projects.

Mr. David L. Workman will be a CAD Specialist. Mr. Workman has over 10 years experience. Mr. Workman has a Bachelor's Degree in Industrial Engineering Technology. He has performed design and CAD services on 7 Projects. Refer to the Attached matrix for projects.

Mr. Michael P. Doyle will be CAD Specialist. Mr. Doyle has over 10 years experience. Mr. Doyle has an Associate's Degree in Computer Aided Drafting and Design. He has performed design and CAD services on 5 Projects. Refer to the Attached matrix for projects.

EXPERIENCE

We have completed more than 90 construction packages. Our detailed project experience is shown on the attached Matrix.

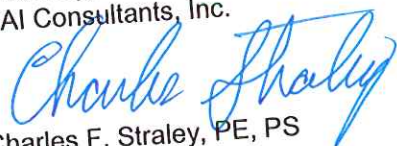
COST DOCUMENTS

Attached is the signed Request for Quotation, Bid Sheet, Vendor Preference Certificate, and Purchasing Affidavit.

CLOSURE

We look forward to continuing our relationship with WVDEP-AML.

Sincerely,
GAI Consultants, Inc.



Charles F. Straley, PE, PS
Engineering Manager

Enclosure

Matrix

AML and RELATED PROJECT EXPERIENCE MATRIX					
PROJECT	Exp. Basis C=Corp. P=Personnel	PRIMARY STAFF PARTICIPATION/CAPACITY *** M=Management P=Participant, C=CAD			
		Charles F. Straley, PE	Jason T. Green	David L. Workman	Michael P. Doyle
Webster County Commission Diana Area Feasibility Study	C/P	M	C		
Cherokee Complex	C/P	M	C	C	C
Laurel Point Strip	C/P	M	C	C	C
Reynoldsville Refuse	C/P	M	C		
Earling Refuse Pile	C/P	M	C		
Erbacon CR9 Webster County WL Feasibility Study	C/P	M	C		
Kanawha Rambling Hills Water Study	C/P	M	C		
Davis Creek Water Study	C/P	M	C		
Coalburg Water Study	C/P	M	C		
Wallace 353 Water Study	C/P	M	C		
Wallace 354 Water Study	C/P	M	C		
Greystone Mine Drainage	C/P	M	C	C	C
Route 60 Drainage	C/P	M		C	
Mallory Refuse	C/P	M		C	
Lynch Run Highwall #6	C/P	M			C
Duck Creek Landslide	C/P	M	C	C	
Heizer Creek Drainage	C/P	M	C	C	
Wolfpen Landslide	C/P	M			
Hominy Creek	C/P	M			C
Logan (Marcum) Drainage	C/P	M			
Bud Alpoca	C/P	M			
Nuriva Maben	C/P	M			
Herndon Heights	C/P	M			
Handley/Upper Creek	C/P	M			
Titus Road	C/P	M			
American Legion	C/P	M			
Cogar	C/P	M			
East Branch Phase II	C/P	M			
West Branch Headwaters	C/P	M			
Lake Milton Reclamation	C/P	M			
Middleton Run Reclamation	C/P	M			
Latrobe (Gibson) Landslide	C/P	M			
Lodestar Energy	C/P	M			
Ven's Run Maintenance	C/P	M			
War Waterline	C/P	M			
Clarks Gap	C/P	M			
War (Dash) Impoundment	C/P	M			

- * List whether project experience is corporate or personnel based or both
 ** Use this area to provide specific sections or pages if needed for reference
 *** List Primary Design personnel and their functional capacity for the projects listed

Matrix

AML and RELATED PROJECT EXPERIENCE MATRIX		PRIMARY STAFF PARTICIPATION/CAPACITY *** M=Management P=Participant, C=CAD			
PROJECT	Exp. Basis C=Corp. P=Personnel	Charles F. Straley, PE	Jason T. Green	David L. Workman	Michael P. Doyle
	C/P	M			
Whites Run	C/P	M			
Helen Portals	C/P	M			
Bearwallow Branch	C/P	P			
Ned's Branch Impoundment	C/P	M			
McAlpin Phase II & III	C/P	M			
McAlpin Phase I	C/P	M			
Community of Preston	C/P	M			
Kingwood 52/6	C/P	M			
Micajah Ridge	C/P	M			
Glen Rogers	C/P	M			
Rt. 20 / Gould	C/P	M			
Elkins/Buckhannon	C/P	M			
Laurel Creek	C/P	P			
Superior	C/P	P			
Wash. Heights Review	C/P	P			
Gaymont	C/P	P			
Hominy Creek	C/P	P			
Elk Creek / Verner	C/P				
Orlando Mining	C/P	P			
Scotch Hill	C/P	P			
Camp Run AMD	C/P	M			
Mahan	C/P	P			
Johnsons Knob	C/P	P			
Carolina	C/P	M			
Hutchinson	C/P	M			
Fairmont (Grandstaff)	C/P	P			
City of Summersville	C/P	M			
Reynoldsville	C/P	P			
Mill Creek	C/P	P			
Majesty	C/P				
Wash. Hts to Jeffrey	C/P	P			
Gauley River Review	C/P	M/P			
Heizer/Manila Review	C/P	P			
Owings	C/P	P			
Omega	C/P				
Mill Creek - Isom	C/P	M/P			
Weaver-Junior	C/P	P			
Reynoldsville Phase II					

* List whether project experience is corporate or personnel based or both
 ** Use this area to provide specific sections or pages if needed for reference
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PROJECT	Exp. Basis C=Corp. P=Personnel	PRIMARY STAFF PARTICIPATION/CAPACITY *** M=Management P=Participant, C=CAD			
		Charles F. Straley, PE	Jason T. Green	David L. Workman	Michael P. Doyle
	C/P	M/P			
Mainella	C/P	M/P			
Glen Morgan	C/P	P			
Harris AMD	C/P	P			
Lefthand Fork	C/P	P			
Madison Street/Fairview	C/P	M/P			
Summerlee	C/P	P			
Cow Creek	C/P	P			
Godby Branch	C/P				
New Haven Phase II	C/P				
Gauley River Phase II	C/P	M/P			
Heizer and Manila Ph. II	C/P	M/P			
Matheny Hill Phase I	C/P	M/P			
Duncan Hill No. 2	C/P	M/P			
Urso Subsidence	C/P				
Mill Creek Phase II	C/P	M/P			
Duncan Hill Subsidence	C/P	M/P			
Cora Mine Drainage II	C/P	P			
Covey Creek Mine	C/P	P			
Vivian	C/P	P			
Kimball	C/P				
Hampden Bridge	C/P				
Bear Run Refuse	C/P				
Beaver Creek	C/P				
Charleston Landslide	C/P				
Garrison Complex	C/P				
Cassity Fork	C/P				
Mulberry Fork Landslide	C/P				
Beckley Subsidence	C/P				
Courtright Highwall	C/P				

* List whether project experience is corporate or personnel based or both
 ** Use this area to provide specific sections or pages if needed for reference
 *** List Primary Design personnel and their functional capacity for the projects listed



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
 DEP15789

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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GAI Consultants, Inc.
 300 Summers Street, Suite 1100
 Charleston, WV 25301

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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		
02/24/2012						
BID OPENING DATE: 04/03/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	JB		205-05		
<p>CAD SERVICES IN NORTHERN/SOUTHERN WV (OPEN-END)</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF ENVIROMENTAL PROTECTIO IS SOLICITING QUOTATIONS FROM QUALIFIED VENDORS TO PROVIDE "CAD" SERVICES FOR ABANDONED MINE LAND PROJECTS IN NORTHERN AND SOUTHERN COUNTIES OF WEST VIRGINIA. CAD SERVICES MAY BE REQUIRED PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, TERMS AND CONDITIONS, AND ATTACHED BID SCHEDULE.</p> <p>DEP MAY AWARD CONTRACTS TO UP TO FOUR (4) VENDORS</p> <p>INQUIRES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH 3PM ON FRIDAY 16TH OF MARCH, 2012..... QUESTIONS MAY BE SENT VIA: USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>ADDRESS INQUIRES TO:</p> <p>GUY NISBET</p>						
SIGNATURE <i>Charles Straley</i>				TELEPHONE 304.926.8100		DATE 04/03/2012
TITLE Engineering Manager				FEIN 25-1260999		ADDRESS CHANGES TO BE NOTED ABOVE

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

RFO NUMBER
DEP15789

PAGE
2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

GAI Consultants, Inc.
 300 Summers Street, Suite 1100
 Charleston, WV 25301

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
02/23/2012						
BID OPENING DATE: 04/03/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV. 25305 FAX: 304.558.4115 EMAIL: GUY.L.NISBET@WV.GOV</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE</p>						
SIGNATURE					TELEPHONE	DATE
<i>Charles Shaly</i>					304.926.8100	04/03/2012
TITLE			FERN	ADDRESS CHANGES TO BE NOTED ABOVE		
Engineering Manager			25-1260999	WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'		



State of West Virginia
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
02/23/2012						
BID OPENING DATE: 04/03/2012		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98 EXHIBIT 10</p> <p>REQUISITION NO.: DEP15789</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>					
SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE	
<i>Charles Shaly</i>				304.926.8100	04/03/2012	
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE		
Engineering Manager		25-1260999		WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'		



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DATE PRINTED 02/23/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/03/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
20.	1				
NO.	2				
NO.	3				
NO.	4				
NO.	5				

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.
 VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

Charles Staley

 SIGNATURE
GAI Consultants, Inc

 COMPANY
Apr 3, 2012

 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.
 REV. 09/21/2009

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Charles Staley* TELEPHONE: 304.926.8100 DATE: 04/03/2012

TITLE: Engineering Manager FEIN: 25-1260999 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
02/23/2012						
BID OPENING DATE: 04/03/2012		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: GN-23</p> <p>RFQ. NO.: DEP15789</p> <p>BID OPENING DATE: 04/03/2012</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-926-8180</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Charles Straley, P.E., P.S.</i></p>						
SIGNATURE: <i>Charles Straley</i>					TELEPHONE: 304.926.8100	DATE: 04/03/2012
TITLE: Engineering Manager			FEIN: 25-1260999		ADDRESS CHANGES TO BE NOTED ABOVE	

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



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 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED 02/23/2012	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/03/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ DEP15789 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Charles Shaly* TELEPHONE: 304.926.8100 DATE: 04/03/2012

TITLE: Engineering Manager FEIN: 25-1260999

ADDRESS CHANGES TO BE NOTED ABOVE

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

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**CAD SERVICES OPEN-END CONTRACT
NORTHERN & SOUTHERN COUNTIES OF WEST VIRGINIA
DEP15789**

Section A – Scope of Services

Background

DEP is mandated by the Surface Mining Control and Reclamation Act of 1977, Public Law 95-87, to reclaim lands and water affected by coal mining that impose social and economic costs on residents, impair environmental quality, prevent or damage the beneficial use of land or water resources or endanger the health and safety of the public.

Scope of Work

The scope of work shall include the development of detailed Abandoned Mine Land Project Drawings consisting of cover sheets, existing conditions, reclamation plan, cross sections, profiles and details. In addition, services requested will include the performance of area, linear and volume calculations for the purpose of DEP engineering design. All work will be under the direction of, reviewed and signed by a DEP professional engineer. The work to be performed under the direction of the DEP engineer will be accomplished by exchange of electronic drawings as well as plotted copies, in addition to meetings on site or at an office location. The Offeror will provide CAD Operator(s) to complete these tasks under the review of a DEP engineer.

Section B – Contractual Information & Requirements

I. Statement of Work

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

II. Location of Work

The area of work shall include both the northern and southern coalfields across the entire State of West Virginia. Projects will be coordinated with engineers from the DEP offices located in Philippi, Oak Hill and Charleston.

III. Ordering Procedure

- A. This is an indefinite quantity contract for the services specified in the Statement of Work and for the period set forth herein. Delivery or performance shall be made in accordance with the provisions of this contract.
- B. Work will be ordered by the DEP (Project Manager) by issuance of a Work Directive, which shall specify the location of the project site, the specified problem, the work to be performed and the time frame during which the work must be completed. The Contractor will then be responsible for contacting DEP to arrange a meeting to discuss the proposed project scope. DEP will provide base topographical mapping for the project and access to standard drawing formats and details. Upon completion of the meeting with a DEP representative, the Contractor will submit a cost proposal for the work requested, signed by a principal of the firm. The individual project cost proposal which contains the quantity estimates shall be in accordance with the unit prices provided in the response to this RFQ. Periodic site visits with the DEP may be required.

IV. Delivery

- A. The Offeror shall prepare, submit and deliver all drawings and/or calculations as may be requested by the specific Work Directive within the time frame established for the project. The submission of all preliminary documents or required revisions must also be accomplished within said time frame. Additional time will be given for completion of any revisions and to provide time for billings. Such time to be defined as the performance period. If these time frames are not met, the DEP may refrain from issuing further Work Directives and if a Contractor persists in being late with submittals, the DEP may refuse to renew the Contractor's contract.
- B. The work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure compliance. Final inspection and acceptance will be made by the DEP (Project Manager) or authorized representative(s).
- C. In accomplishing services to fulfill the requirements of Work Directives, neither the Contractor nor his Subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.
- D. Any Contractor shall be ineligible to bid on any aspect of the construction phase of a project if it prepared any part or aided in the preparation of any part of the contract documents for construction.

- E. DEP may retain ten percent (10%) of the Offeror's invoices until such time as the Assistant Director is satisfied that all of the conditions of the contract have been met. The Offeror must be responsible for taking any and all such measures as are necessary to correct any defect(s) arising out of the contract which are proven to be as a result of error(s) in the mapping. Such corrective action(s) shall be performed to the satisfaction of the Assistant Director.

V. Cost and Payments

- A. Payment to the contractor will be made on the basis of the items and unit prices outlined in the Purchase Order.
- B. The Offeror shall invoice after the completion of work specified in the Work Directive and after submission of all required work when the performance period is less than thirty (30) days. Invoices may be submitted monthly when the performance period exceeds 30 days. The State may retain 10 percent of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months and shall run from the date that construction on a project commences. However, final payment (except for any retainage which may be held) will only be made after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. All invoices shall show labor, travel, other expenses incurred during the billing period and the work yet to be accomplished. Invoices showing costs not clearly identifiable will not be paid. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Contractor.

Section C – Qualification Requirements & Evaluation Factors

- I. Offeror Qualification Requirements
The Offeror shall demonstrate the capability of providing senior level CAD services.
- During the performance of this contract, the Contractor agrees to follow and obey all Federal and State Laws and Regulations, etc.
- The Offeror must meet the requirements listed below in order to be considered qualified to perform the work designated by this RFQ. Successful Offerors should have the following professional capabilities or staff available at the time of the bid:
- o Professional Computer Aided Drafting Capabilities;
 - o Minimum eight (8) years CAD experience;

- Must demonstrate that employee (s) designated have participated in preparation of drawings on a minimum of five (5) AML Reclamation Projects;
- Adequate Computer Aided Design Capabilities (AutoCAD Version Release 17 or Engineer approved alternate);
- Capacity to process and complete multiple projects within the designated time frames

Vendors must submit the following at the time of bid:

1. Names of individuals performing work including years of CAD experience.
2. List of similar projects completed by your firm and each individual offered in this RFQ (included past five (5)).
3. List of similar projects currently working on.
4. Name of Project Manager anticipated for this project.
5. Number of years your company has performed this type of work.

II. The Contractor will be required to have knowledge or experience in the following areas:

A. Development of AML Project drawings including cover sheet, existing conditions, reclamation plan, grading and drainage layout, details and profiles.

III. All work prepared under this contract will be performed under the direction and reviewed by a Professional Engineer employed by the DEP and his or her stamp and signature will be affixed to the cover sheet of all contract documents.

IV. On certain projects the Contractor shall obtain additional umbrella insurance liability coverage for no less than \$ 1,000,000.00 for bodily injury and property damage for each occurrence, and not less than \$ 1,000,000.00 aggregate. This coverage will be over and above the standard insurance coverage required on all projects, which is \$ 1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$ 1,000,000.00 aggregate. Successful bidders will be required to provide a Certificate of Insurance or some form of certified proof that this insurance can be obtained on demand prior to the issuance of this contract. All employees of the Contractor and of Subcontractors engaged in the work of this contract shall be covered by West Virginia Workers' Compensation Insurance. Certificates shall be provided to DEP by the Contractor and Subcontractors showing compliance with the Workers' Compensation Laws of West Virginia.

*DEP may award contracts to up to four (4) vendors.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: GAI Consultants, Inc. Signed: Charles Straley
Date: April 3, 2012 Title: Engineering Manager

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

RFQ No. DEP15789STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATUREVendor's Name: GAI Consultants, Inc.Authorized Signature: *Charles Shaly* Date: April 3, 2012State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 3 day of April, 2012.My Commission expires October 28, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC

Carol Moore