



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  
**DEP14457**

PAGE  
**1**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

SHIP TO

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

DATE PRINTED <b>10/08/2008</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **11/06/2008**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-29		
<p><b>MCCOMAS (THOMPSON), MATOAKA (YOUNG) (CRESPO) DESIGN</b></p> <p><b>EXPRESSION OF INTEREST</b></p> <p><b>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING EXPRESSIONS OF INTEREST FOR PROFESSIONAL ENGINEERING DESIGN SERVICES AND CONSTRUCTION MONITORING SERVICES AT THE MCCOMAS (THOMPSON) DRAINAGE 1, MATOAKA (YOUNG) DRAINAGE, AND MATOAKA (CRESPO) DRAINAGE IN MERCER COUNTY, WV, PER THE FOLLOWING BID REQUIREMENTS AND ATTACHED SPECIFICATIONS.</b></p> <p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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**INSTRUCTIONS TO BIDDERS**

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

Revised September 8, 2008

## **EXPRESSION OF INTEREST**

McComas (Thompson) Drainage 1  
Matoaka (Young) Drainage  
Matoaka (Crespo) Drainage  
Requisition #DEP14457

### **Part 1 GENERAL INFORMATION**

#### **1.1 Purpose:**

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

#### **1.2 Project:**

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

##### **McComas (Thompson) Drainage:**

Stabilize hillside.

De-water underground impoundment.

Construct under drains and/or diversion ditches to transport drainage.

Re-grade and re-vegetate all areas disturbed by construction.

##### **Matoaka (Young) Drainage:**

Wet-seal open portal(s).

Construct under drains and/or diversion ditches to transport drainage.

Recondition and re-vegetate all areas disturbed during construction.

**Matoaka (Crespo) Drainage:**

Wet-seal open portals.

Construct under drains and/or diversion ditches to transport drainage.

Recondition and re-vegetate all areas disturbed during construction.

**1.3 Format:**

All responses should be submitted in a loose-leaf, three ring binder. The response should be presented in concise format which defines the corporation history and the experience, qualifications, and performance data of the firm's staff as requested by the AML Consultant Qualification Questionnaire ( CQQ), Attachment B and the AML and Related Project Experience Matrix (RPEM). Attachment C .

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

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

**1.4 Inquiries:**

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

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

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

**1.5 Vendor Registration:**

Firms participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration

fee. Firm is not required to be a registered vendor in order to submit an EOI, but the **successful firm must** register and pay the fee prior to the issuance of an actual contract.

**1.6 Oral Statements and Commitments:**

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

**1.7 Economy of Preparation:**

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

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

**1.9 Submission:**

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

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

**Submit:**

One original plus one convenience copy and one copy on CD to:

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

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

Buyer: CB-23  
Req#: DEP14457  
Opening Date: 11/06/2008  
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.....	10/08/2008
EOI Opening Date .....	11/06/2008

**1.17 Mandatory Pre-bid Conference:**

Not applicable

**1.18 Bond Requirements:**

Not applicable

**1.19 Purchasing Affidavit:**

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

**PART 2****OPERATING ENVIRONMENT****2.1 Location:****Directions to McComas (Thompson) Drainage 1:**

From Rt. 52 in Bluewell, Mercer County, follow Rt. 71 to County Route 11, Crane Creek Road. Turn left onto Rt. 11, Crane Creek Road. See attached map for additional project site details.

**Directions to Matoaka (Young) Drainage:**

From Rt. 52 in Bluewell, Mercer County, follow Rt. 71, towards Matoaka. See attached map for additional project site details.

**Directions to Matoaka (Crespo) Drainage:**

From Rt. 52 in Bluewell, Mercer County, follow Rt. 71, towards Matoaka. See attached map for additional project site details.

Location Maps are attached.

**2.2 Background:**

Firms are to be licensed Architectural/Engineering Firms (A/E) and should be familiar with, and have a successful track record of design of similar projects.

The anticipated contract will be for full-service A/E design. Aspects of the design are to include, but not be limited to, Civil, Structural, Geological and Hydrological.

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

**McComas (Thomopson) Drainage 1:**

Drainage from the Pinnacle Operation of the American Coal Company has plagued the residents of McComas for years. The mining was conducted in the Poca #3 seam and completed around 1948. Catastrophic floods of 2001 and 2002 have caused increased drainage and movement of the hillside behind the Robertson and Thompson homes. The Robertson home has suffered damage to its foundation from land movement behind the residence and the Thompson home has been inundated with mine drainage. Some work was done to partially remedy this situation by piping some of the flow to a nearby stream.



**Matoaka (Young) Drainage:**

Drainage is seeping from a small coal seam behind Mrs. Clare Young's residence (brick house furthest up the driveway) in Church Hollow, ½ mile out of Matoaka, WV. This drainage causes standing water to pond behind her house and she is concerned about mosquitoes. Currently, the drainage is diverted away from the Young residence by way of a ditch. Some areas of standing water remain in the ditch. Also, located behind Mr. Young's house (her son's house immediately adjacent to Mrs. Young's house - the first house up the driveway blue and white) is a collapsed draining portal. Drainage from this portal is currently diverted away from the houses by a drainage ditch.

**Matoaka (Crespo) Drainage:**

In 1999, the Crespo's purchased a home and property located in a small hollow outside the town limits of Matoaka, WV. According to available mapping, the Pocahontas No. 3 coal seam has been mined in this area at an approximate elevation of 2600 feet. What appears to be six collapsed mine entries are located on the property. Recently, drainage has begun to flow from several of the collapsed entries, causing water to flow beneath the Crespo residence at one location, and to saturate a portion of the property at another location. At the time of the investigation, water was flowing beneath the home at a rate of less than 5 gpm, through an unfinished basement, and to the base of the hillside. No damage to the home was evident. At the other drainage location, water flows from the collapsed entries, then directly into the hollow. The water, combined with natural groundwater, has saturated the remaining section of the hollow on the property. Mr. Crespo is attempting to farm his property and is trying to deal with the drainage with several ditches and sub-drain systems.

Preliminary design documents will be due 90 days from the issuance of the Purchase Order.

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

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

### 3.2 Project Description:

#### Scope of Work McComas (Thompson) Drainage 1:

Stabilize hillside.

De-water underground impoundment.

Construct under drains and/or diversion ditches to transport drainage.

Re-grade and re-vegetate all areas disturbed by construction.

#### Scope of Work Matoaka (Young) Drainage:

Wet-seal open portal(s).

Construct under drains and/or diversion ditches to transport drainage.

Recondition and re-vegetate all areas disturbed during construction.

#### Scope of Work Matoaka (Crespo) Drainage:

Wet-seal open portals.

Construct under drains and/or diversion ditches to transport drainage.

Recondition and re-vegetate all areas disturbed during construction.

### 3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds:* Not Applicable

3.3.2 *Insurance Requirements:* \$1,000,000 Professional Liability with the WVDEP listed as additional insured. #DEP14457 must be listed on Insurance Certificate.

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

### 3.4 **General Terms and Conditions:**

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

#### 3.4.1 *Conflict of Interest:*

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

#### 3.4.2 *Prohibition Against Gratuities:*

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

#### 3.4.3 *Certifications Related to Lobbying:*

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

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

Firm agrees that this language of certification shall be included in the award

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

#### *3.4.4 Vendor Relationship:*

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

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

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

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

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

#### *3.4.5 Indemnification:*

The firm agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the firm, its officers, employees, or subcontractors by the

publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

**3.4.6 *Contract Provisions:***

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

**3.4.7 *Governing Law:***

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

**3.4.8 *Compliance with Laws and Regulations:***

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

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

**3.4.9 *Subcontracts/Joint Ventures:***

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

**3.4.10 *Term of Contract:***

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

#### 3.4.11 *Non-Appropriation of Funds:*

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

#### 3.4.12 *Contract Termination:*

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

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

#### 3.4.13 *Changes:*

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

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

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

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must

be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

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

**3.4.15 Liquidated Damages:**

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

**3.4.16 Record Retention (Access & Confidentiality):**

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the firm, subcontractors, or individuals permitted access by the firm.

## **PART 4 EVALUATION & AWARD**

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

- a) Expressions of Interest will be evaluated and awarded in accordance with **§5G-1-3 Contracts for architectural and engineering services; selection**

**process where total project costs are estimated to cost two hundred fifty thousand dollars or more.**

In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service. Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

- b) The evaluation criteria and assigned point values are as follows:
- A. WV Registered Professional Engineers (Civil or Mining)  
In the Primary Office: 20 points
  - B. Reclamation Engineering design experience of the Primary office's WVRPE as it relates to the specific project problem areas: 25 points

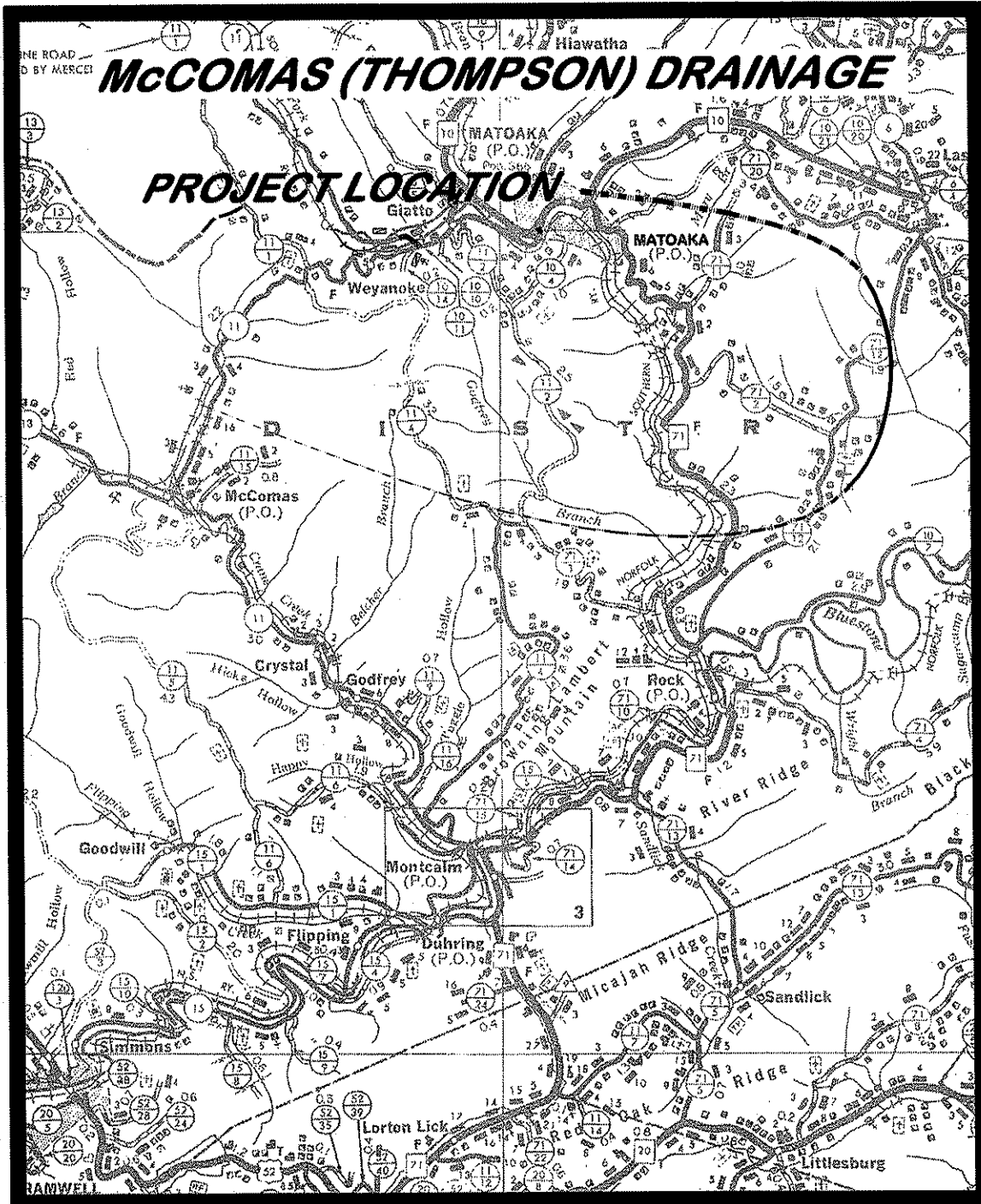


- C. Available WV-AML Design Teams within the Primary office (A Design team should consist of one Project Engineer (Civil or Mining), one CAD person and availability of other support personnel as required by the particular project): 20 points
- D. The Oral Interview (See Section 4.3 of this EOI) 35 points
- 4.2 (a) AML Consultant Qualification Questionnaire ( CQQ) must be completed to be eligible (See Attachment B ).
- (b) AML and Related Project Experience Matrix (RPEM) must also be completed to be eligible (See Attachment C ).
- 4.3 Interviews as stated in 4.1 Evaluation and Award Process will be conducted with the three firms selected as the most qualified by the WVDEP Selection Committee. The Committee will schedule the interviews.

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

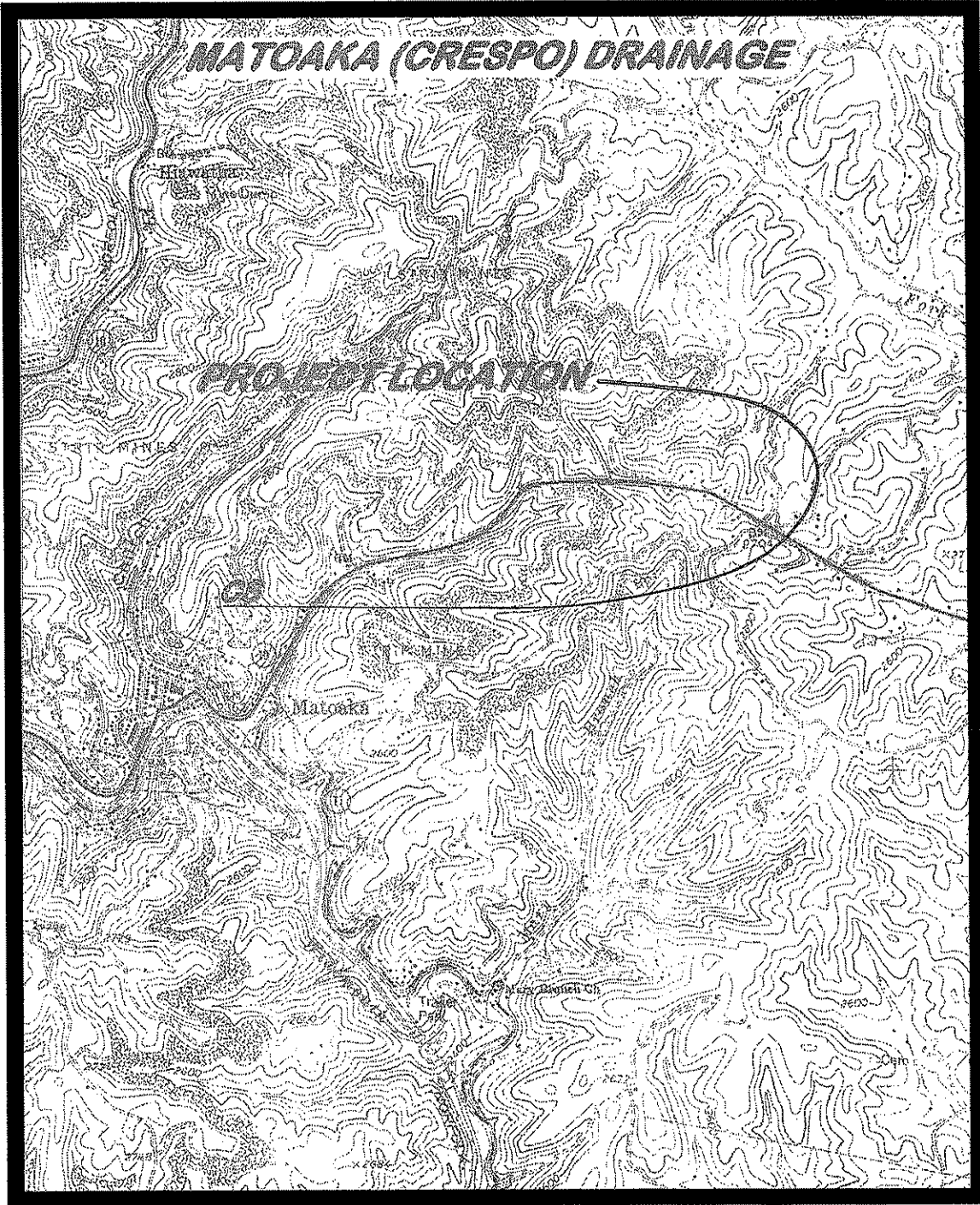
- Corporate/personnel experience as it relates to the project or projects
- Proposed project management plan
- Key personnel available for the proposed work
- Proposed subcontractors (mapping, geotechnical, etc.)
- Product quality control
- Project cost control

# HIGHWAY LOCATION MAP



**1"=1 MILE, MERCER COUNTY HIGHWAY MAP**

# PROJECT LOCATION MAP



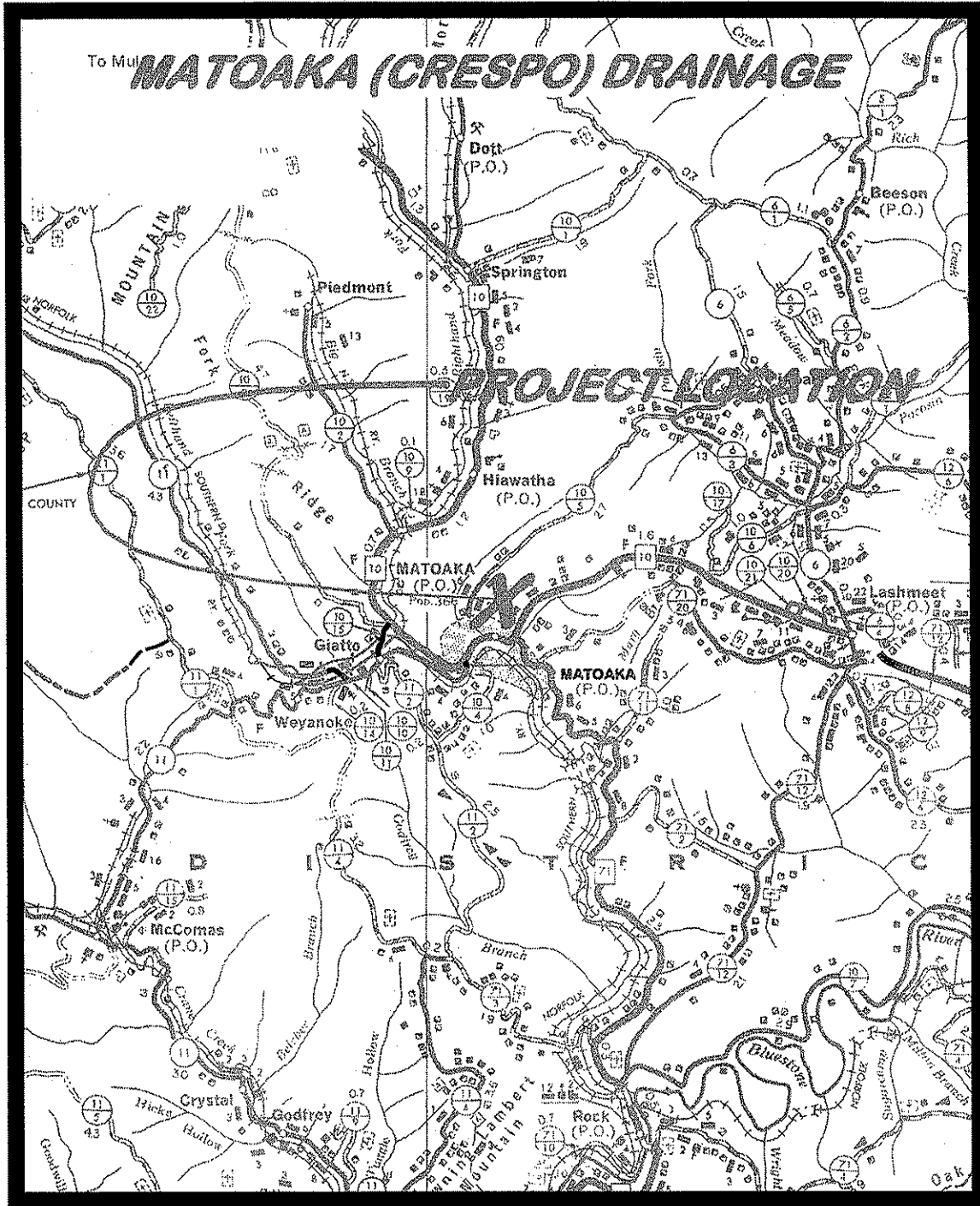
**SCALE: 1"=2000'**  
**MATOAKA QUAD.**

**MERCER COUNTY**

**LATITUDE 37° 25' 23"**  
**LONGITUDE 81° 14' 25"**

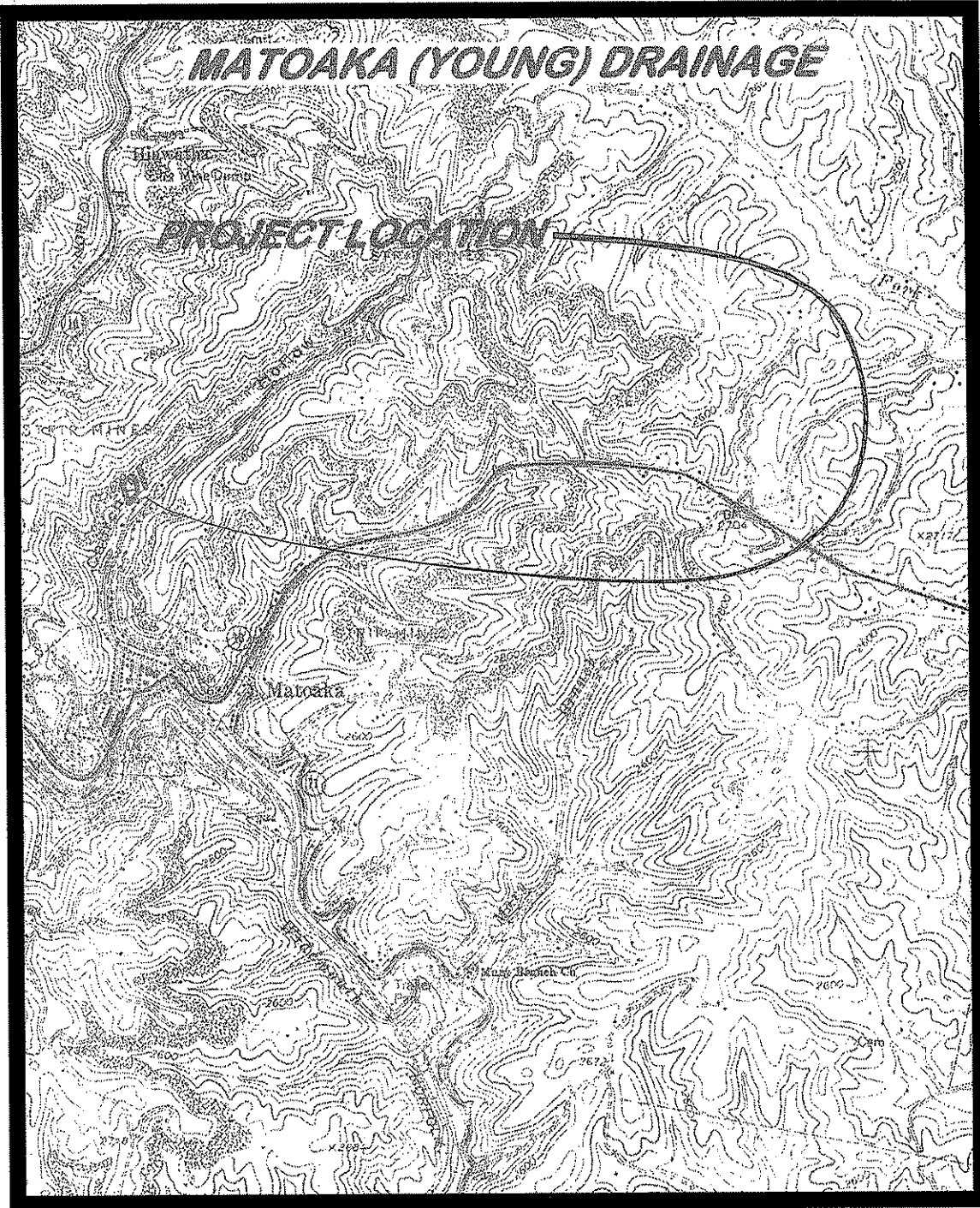
**DASHED LINE IS POTENTIAL PROJECT  
LIMITS FOR OFF SITE BORROW AND  
DISPOSAL AREAS.**

# HIGHWAY LOCATION MAP



**1"=1 MILE, MERCER COUNTY HIGHWAY MAP**

# PROJECT LOCATION MAP



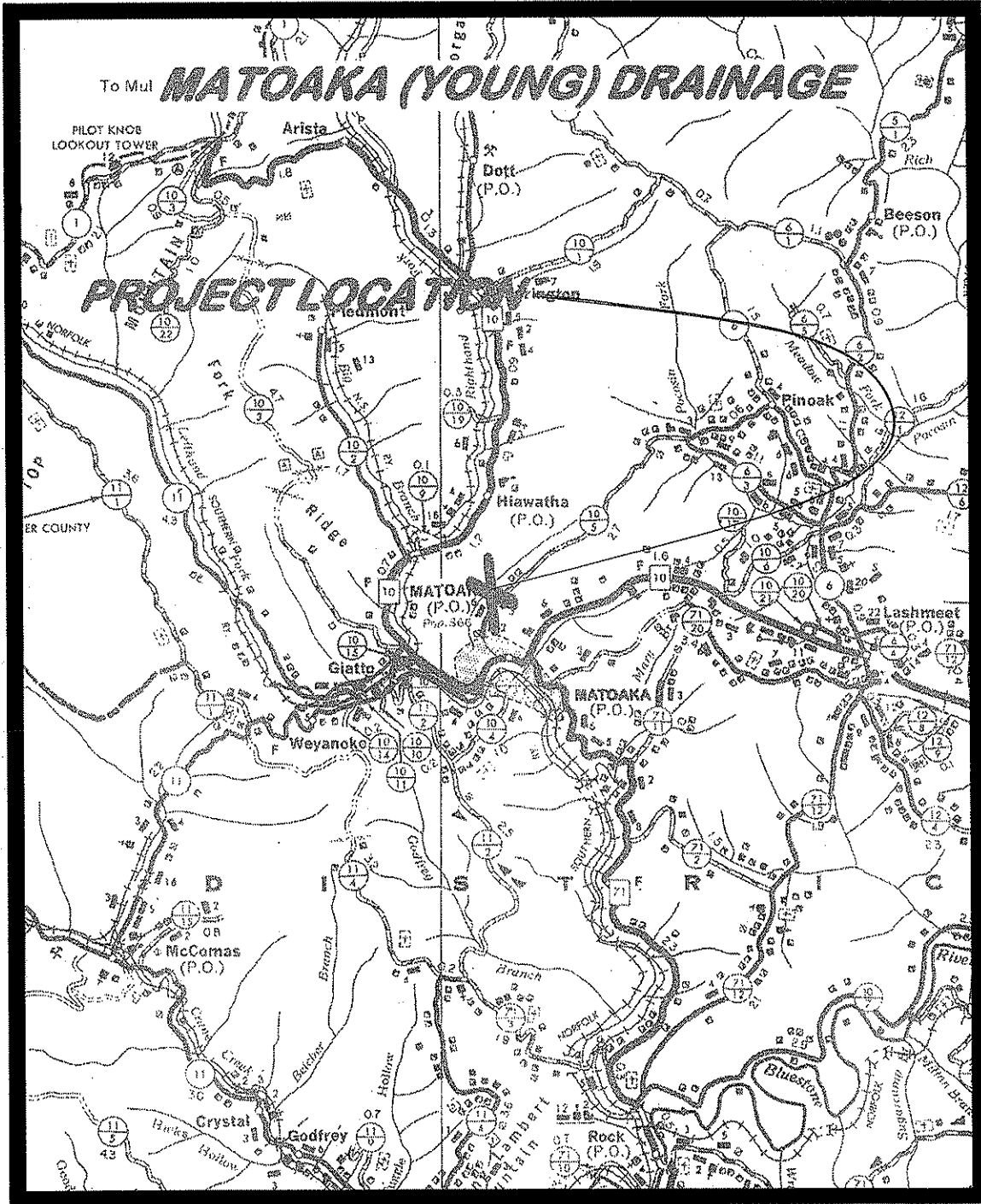
**SCALE: 1"=2000'**  
**MATOAKA QUAD.**

**MERCER COUNTY**

**LATITUDE 37° 25' 35"**  
**LONGITUDE 81° 14' 36"**

**DASHED LINE IS POTENTIAL PROJECT  
LIMITS FOR OFF SITE BORROW AND  
DISPOSAL AREAS.**

# HIGHWAY LOCATION MAP



**1"=1 MILE, MERCER COUNTY HIGHWAY MAP**

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

PROJECT NAME	DATE (DAY, MONTH, YEAR)			FEIN
1. FIRM NAME	2. HOME OFFICE BUSINESS ADDRESS		3. FORMER FIRM NAME	
4. HOME OFFICE TELEPHONE	5. ESTABLISHED (YEAR)	6. TYPE OWNERSHIP Individual Corporation Partnership Joint-Venture	6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES NO	
7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE				

8a. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM

8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS

9. PERSONNEL BY DISCIPLINE	
-- ADMINISTRATIVE	-- LANDSCAPE ARCHITECTS
-- ARCHITECTS	-- MECHANICAL ENGINEERS
-- BIOLOGIST	-- MINING ENGINEERS
-- CADD OPERATORS	-- PHOTOGRAMMETRISTS
-- CHEMICAL ENGINEERS	-- PLANNERS: URBAN/REGIONAL
-- CIVIL ENGINEERS	-- SANITARY ENGINEERS
-- CONSTRUCTION INSPECTORS	-- SOILS ENGINEERS
-- DESIGNERS	-- SPECIFICATION WRITERS
-- DRAFTSMEN	-- WRITERS
	-- STRUCTURAL ENGINEERS
	-- SURVEYORS
	-- TRAFFIC ENGINEERS
	-- OTHER
	-- TOTAL PERSONNEL

TOTAL NUMBER OF WV REGISTERED PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: \_\_\_\_\_

\*RPES other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.

10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE?     YES     NO

11. OUTSIDE KEY CONSULTANTS/SUB-CONSULTANTS ANTICIPATED TO BE USED. Attach "AML Consultant Qualification Questionnaire".

NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____



12. A. Is your firm experienced in Abandoned Mine Lands Remediation/Mine Reclamation Engineering?

YES Description and Number of Projects: \_\_\_\_\_

NO

B. Is your firm experienced in Soil Analysis?

YES Description and Number of Projects: \_\_\_\_\_

NO

C. Is your firm experienced in hydrology and hydraulics?

YES Description and Number of Projects: \_\_\_\_\_

NO

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

YES Description and Number of Projects: \_\_\_\_\_

NO

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

YES Description and Number of Projects: \_\_\_\_\_

NO

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

YES Description and Number of Projects: \_\_\_\_\_

NO

13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)			
NAME & TITLE (Last, First, Middle Int.)	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Brief Explanation of Responsibilities			
EDUCATION (Degree, Year, Specialization)			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS		REGISTRATION (Type, Year, State)	
13. PERSONAL HISTORY STATEMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR AML PROJECT DESIGN (Furnish complete data but keep to essentials)			
NAME & TITLE (Last, First, Middle Int.)	YEARS OF AML DESIGN EXPERIENCE:	YEARS OF AML RELATED DESIGN EXPERIENCE:	YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
Brief Explanation of Responsibilities			
EDUCATION (Degree, Year, Specialization)			
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS		REGISTRATION (Type, Year, State)	

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

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

YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
--

Brief Explanation of Responsibilities

EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)

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

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

YEARS OF DOMESTIC WATERLINE DESIGN EXPERIENCE:
--

Brief Explanation of Responsibilities

EDUCATION (Degree, Year, Specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

REGISTRATION (Type, Year, State)















STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

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

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

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

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: \_\_\_\_\_

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