



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
 EHS90112

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH ENVIRO HLTH SERVICES
 CAPITOL AND WASHINGTON STREETS
 1 DAVIS SQUARE, SUITE 200
 CHARLESTON, WV
 25301-1798 304-558-2981

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/13/2009				

BID OPENING DATE: 03/19/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-00-00-001		
<p>ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL</p> <p>EXPRESSION OF INTEREST (EOI) FROM QUALIFIED FIRMS TO PROVIDE ARCHITECTURAL/ENGINEERING SERVICES FOR THE SOURCE WATER PROTECTION TECHNICAL HELP PROGRAM (SWPTHP) AS DESCRIBED IN THE ATTACHED SPECIFICATIONS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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>						

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 "

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
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ EHS90112 ***** TOTAL:						

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EXPRESSION OF INTEREST

Source Water Protection Technical Help Program (SWPTHP)
Requisition Number EHS90112

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 Department of Health and Human Resources, Bureau for Public Health, Office of Environmental Health Services, Environmental Engineering Division, "Agency", from qualified firms to provide architectural/engineering services as defined in part two (2) and three (3).

1.2 Project:

The mission or purpose of the project described in sections 2 & 3 is to provide sufficient information to enable Vendors to satisfy a need for technical assistance to assist community water systems in developing local source water protection programs to protect public health and safety.

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:

Roberta Wagner
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 (6) 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: Roberta Wagner
Req#: EHS90112
Opening Date: 3/19/2009
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.....	2/20/2009
Firm's Written Questions Submission Deadline.	3/3/2009
Addendum Issued	3/5/2009
Expressions of Interest Opening Date.....	3/19/2009
Estimated Date for Interviews..(wk of.....	TBD

1.17 **Mandatory Prebid Conference:** Not required.

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:** Bureau for Public Health/Office of Environmental Health Services/ Environmental Engineering Division, Capitol and Washington Streets, 1 Davis Square, Charleston, WV 25301 shall coordinate the assigned projects and services.

2.2 **Background:** As required under the 1996 Federal Safe Drinking Water Act (SDWA), West Virginia developed a Source Water Assessment and Protection (SWAP) Program to assess the susceptibility of public drinking water sources to pollution as the basic framework for building voluntary, community-based source water protection programs to be the primary prevention barriers to

drinking water contamination. The Source Water Protection Technical Help Program (SWPTHP) is a federally funded contract administered by Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH) to provide contracted services to public water systems seeking assistance in developing and implementing local source water protection programs. The program is federally funded through DHHR's Drinking Water State Revolving Fund (DWSRF) Set-Aside account under the authority of the SDWA Amendments of 1996, Section 1452.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The Contractor selected for this project shall implement source water protection activities associated with the West Virginia SWAP program. The project area will focus on community public water supply (CPWS) systems and will attempt to encompass all of the water sources operated by the systems in the Beckley District of West Virginia which the Contractor shall work (Refer to Exhibit A). The CPWS will be divided into two classes, Groundwater (Small, Medium, Large) and Surface Water (Small, Medium, Large).

Groundwater CPWS

Contractor inventory efforts shall be focused on the 5-year capture zones, as delineated by the BPH SWAP program. The CPWS systems are categorized into Small, Medium, and Large categories for this project and correspond to the following:

Small: The 5 year capture zones or wellhead areas are <500 acres;
 Medium: The 5 year capture zones or wellheads areas are between 500 to 1,000 acres; and Large: The 5 year capture zones or wellhead areas are >1,000 acres.

The Beckley District contains sixteen (16) community groundwater systems, divided into the following categories:

Capture Zones Size	Number of Systems Beckley
Small	4
Medium	6
Large	6

Total	16
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A detailed listing of the current ground water CPWS in the Beckley District can be found in Exhibit B. Please note that Red Sulphur PSD includes a backup surface intake on Rich Creek.

Surface Water CPWS

The watershed constitutes the surface water Source Water Protection Area (SWPA). However, due to the immense size of most watersheds, the Contractor inventory efforts shall be focused on the SWAP Zone of Critical Concern (ZCC), as delineated by the BPH SWAP program. The ZCC is a corridor along the streams, lakes, and reservoirs within the watershed area that warrants a more detailed inventory and management due to its proximity to the source water and to the susceptibility to potential contaminants.

ZCC delineations consist of the following:

1. Free flowing streams within the Watershed Delineation Area (WSDA) will use the following configuration:

Width - 1000 feet on each bank of the principal stream and 500 feet on each bank of the tributaries draining into the principal stream.

Length along Source Stream - Determined on a 5-hour time of travel and using an estimated 90 percent high flow rate or up to the next upstream intake where it is available. If high flow rate data is not available to calculate flow time then a 5- miles per hour (MPH) flow rate will be used.

2. Reservoirs or lakes within the WSDA will use the following standards:
Width - 1000 feet on each bank of the reservoir and 500 feet on each bank of the tributaries draining into the reservoir or lake.

Length along Source Stream - Determined on a 5-hour time of travel and using an estimated 90 percent high flow rate or up to the next upstream intake where it is available. If high flow rate data is not available to calculate flow time then a 5-MPH flow rate will be used.

Surface water project areas are divided into small, medium, and large categories, for this project according to the following criteria:

Small: < 1,000 acres;
 Medium: > 1,000 to 8,000 acres; and
 Large: > 8,000 acres.

The Beckley District contains twenty-three (23) community surface water systems, divided into the following categories:

Capture Zone Size	Number of Systems Beckley
Small	4
Medium	18
Large	1
Total	23

A detailed listing of the current surface water CPWS in the Beckley District can be found in Exhibit B. Please note city of Beckley, included here, consists of a surface intake and utilizes a mine source with a 6845 acre delineation.

3.2 Project Description:

1. Project Managers: The BPH shall designate a Project Manager (BPH PM) who is authorized to give direction to the Contractor. The BPH PM shall serve as the official point of contact for all activities implemented under this Contract, and shall have the authority to give direction to the Contractor. The personnel described in the Expression by the contractor shall be the actual staff assigned to conduct the work for the contractor selected unless approved in advance by **the BPH PM**.

The Contractor shall designate:

- Program Manager: The Program Manager serves as the point of contact for all contractual issues between the contractor and the BPH.
- SWAP Project Manager (SWAP PM): The SWAP PM supervises all of the Contractor's activities and serves as primary point-of-contact for the BPH PM for technical project matters. The SWAP PM should have the following minimum qualifications and experience: Bachelor's degree in Engineering, certified in West Virginia and should demonstrate at least three (3) years managing environmental projects incorporating Geographic Information System (GIS).

- SWAP Specialist(s): Each project in the EOI should have a designated SWAP Specialist. Responsibilities of the SWAP Specialist involve consulting and working with the SWAP PM and others to implement all phases of the work for that project. The SWAP Specialist's area of specialty should include all aspects of the West Virginia SWAP. The SWAP Specialist should have the following minimum qualifications and experience: Two years experience in working environmental projects and a Bachelor's degree in Environmental Science, Geology, Geography, Engineering, or related discipline.
- Other personnel such as the technical writers or graphic artists that would be available for project specific tasks should be documented in the Expression.

The Contractor will hold the meetings listed in section 3.2.3 below. The Contractor will be provided an Access database listing all known SWAP potential contaminant sources plus state and federal regulated databases. The first task will be to research these as thoroughly as possible in order to verify their actual presence in the field. An effort to identify and document abandoned water wells and Underground Storage Tanks (USTs) is required. Following a detailed field survey a management plan will be generated and a contingency plan will be developed. A final report summarizing meetings, procedures and findings shall be completed.

2. Project Management Communication: The SWAP PM shall contact the BPH PM on a weekly basis to provide an update of project activities, discuss any problems encountered and projected invoice amounts. The SWAP PM and SWAP Specialists shall be available by telephone (cellular or otherwise) Monday through Friday, 8 AM to 5 PM (Eastern Time). A monthly project summary report shall be submitted by the 5th day of the following month until the entire project is complete.

3. The Contractor shall be responsible for completing all tasks described in the EOI for each CPWS listed in Exhibit B. The following meetings are considered to be within the general scope of work:

- Project Initiation Meetings: The Contractor shall initiate, coordinate, and conduct a project initiation meeting for each CPWS system. The meeting shall serve as the formal beginning to each project, and will describe the SWAP program, why the project is being conducted, gather information about the area, establish points of contact, establish a project time line, discuss anticipated outcomes, and answer

questions. The contractor will review the OEHS provided Potential Contaminant Source (PCS) listing with the representatives of each CPWS system and other stakeholders for additions or removals of both regulated and unregulated PCS's. Of particular interest would be a discussion and locating out-of-service or improperly abandoned water and monitoring wells and underground storage tanks within the wellhead protection area, particularly within a 1000 foot radius of a producing public water supply well. This first meeting should also serve to introduce the management and contingency plans.

- Follow-up Meeting: The Contractor will conduct one (1) follow-up meeting for each community public water system. The Contractor will invite representatives of each CPWS system within the respective area to attend along with stakeholders, resources, and other interested parties. The contractor-developed draft PCS maps, management and contingency plans will be discussed with meeting attendees.
- Project Closure Meeting: The Contractor will meet with CPWS system at the conclusion of the project and shall explain the results, conclusions, and recommendations.

4. A PCS survey shall be conducted for regulated and unregulated PCS's within the wellhead and ZCC areas. The contractor will document using a Global Positioning System (GPS) and photograph any PCS sources added since the original source water report was completed. The report will list any points not found that were included in the initial database. The contractor will receive a database of known PCSs and regulated points. They will be responsible for verifying their occurrence. Regulated points and PCSs not found in the delineation will be listed as not found.

5. Contractor shall develop a management plan for each system. The goal of the management plan is to identify and document ways to protect source water by taking steps to reduce the likelihood of contamination. The management plan at a minimum shall encompass the following elements:

- Identify local county officials or private citizens that are willing to lead or be involved in local source water protection efforts.
- Identify management techniques that a system could utilize. These include local ordinances; property or easement acquisition; local public educational options; revised delineation, Best Management Practices (BMPs), especially for agriculture or storm water management.
- Examine the list of recommendations in the original source water report for each system. Using these recommendations along with any other

activities identified during this project, generate a list of measures that have been or could be used by the system to achieve substantial implementation.

- Any additional measures identified by the contractor.

6. Contractor shall develop a contingency plan. The goal of which is to develop plans and procedures for unanticipated problems and consider factors relevant to each system for future planning.

- Document water supply characteristics including source capacity, geology, and factors that are most likely to adversely impact or degrade its quantity or quality.
- Identify most likely alternate supplies in the event that one or more of the existing supplies become unusable.
- Develop a list of contacts and phone numbers in case of emergencies. Complete the contact sheet provided by the agency. Designate an emergency coordinator and at least one backup for that individual.
- Describe any major or secondary threats. Be sure to include transportation routes and what materials are transported via highway, rail and river. Include emergency contacts for these entities.

7. The Contractor shall prepare a site-specific report for distribution to participating CPWS systems upon completion of the site investigation/data management tasks, initial and follow up meetings with the CPWS. Four (4) copies shall be provided to BPH and will include the following sections:

- Project introduction including a summary of meetings held including minutes and list of attendees as appendices.
- Review and discussion of the PCS inventory and findings including maps. Maps shall be at a scale to show information clearly and legibly. The PCS section of the report shall include individual sections for the following: new non-regulated PCSs; regulated data points, including those not found but listed in the original database; unused or improperly abandoned water and monitoring wells; and abandoned USTs. All relevant information shall be included. New sources added since the original report shall be included in a separate section in this portion of the report.
- Development of a management plan that identifies specific activities that will be pursued by the system to protect their water resources. Identify management techniques that a system could utilize. These include local ordinances; property or easement acquisition; local public

educational options; BMPs, especially for agriculture or storm water management. This plan needs to document BMP actions taken, including documentation of implemented BMPs and a prioritized list of specific BMP actions that should be taken by the CPWS. A map of targeted BMP implementation areas should be included.

- Contractor should identify potential funding sources for BMP implementation and include the necessary applications as an appendix in the final report. The plan report shall identify key local leaders. The report shall include a section that reviews, and discusses recommendations from the original source water report. These and any activities that constitute substantial implementation for a system shall be discussed. Any potential activities the system is willing to implement shall have an outline including a time frame and estimated cost. Compile data into table format.
- Development of a contingency plan that documents the system's planned response to interruption of the source water supply. Options including interconnecting to another system or use of backup sources shall be documented in detail. The plan shall include a section that projects future growth and water needs including any plans the system has and/or a general discussion of what the system should be doing but isn't. A form that lists contacts shall be provided to the contractor for completion and inclusion in the final report as an appendix. Four hard copies of each final report shall be prepared and submitted. An electronic version shall be sent for each project. A database containing all projects completed will be submitted electronically. At the conclusion of the final project, a final electronic database with all the data will be submitted.

8. Requisite Equipment: The following applies regarding equipment and software necessary to carry out the Scope of Work:

- All costs related to this equipment requirement shall be borne by the Contractor.
- All Contractor staff shall have Internet access capable of sending and receiving e-mail with large attachments (e.g. database files and/or GIS files).
- The Contractor shall own, or otherwise have ready access to the following equipment and software:
 - ✓ Computers with Microsoft Windows 2000 or above
 - ✓ Capable of running all necessary software and peripherals as defined by software manufacturer;

- ✓ Wide Area Augmentation System (WAAS) capable GPS system;
- ✓ Environmental Systems Research Institute (ESRI) Arc GIS 9.2 or more recent GIS MS Access 2000 or later;
- ✓ Color Printer; and
- ✓ Large Scale Color Plotter.

9. Review and Acceptance of Deliverables: BPH requires up to ten (10) business days to review deliverables except as noted below. Where deliverables are deficient and require corrections, the BPH PM will notify the Contractor accordingly. Upon completion of review and all required corrections related to deliverables, the BPH PM will notify the Contractor of acceptance. Once the Contractor has received notification that individual deliverables are accepted, the Contractor may invoice BPH for the work.

The following are BPH PM review time lines associated with items specified herein:

<u>Description</u>	<u>BPH PM Review Time</u>
PCS Survey	14 calendar days
Site Specific Report	28 calendar days

3.3 Special Terms and Conditions:

- 3.3.1 *Bid and Performance Bonds*: Not required.
- 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.

Progress payment schedule:

- 50% of each project--each system is a project—may be invoiced once the initial project and follow up meetings have been held and the PCS survey with database updated and the applicable portion of the report has been submitted and approved as a draft.
- An additional 40% of the project total may be invoiced upon completion of an approved final draft of the entire report including management and contingency plans.
- The final 10% of the project may be invoiced upon receipt by the BPH all final approved project deliverables. Note: each system is a 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 **none** 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:

In order to assure consistency in the presentation and the evaluation process, vendors should format and label the Expression of Interest in the following order of topics.

4.1.1. Qualifications: ----- 25 points

Qualifications - Key Personnel: The Contractor should have individuals who meet the minimum requirements for each of the positions listed in subsection 3.2. Provide an organization chart specifying **all** personnel who would work on this project. Include one page resumes detailing qualifications and relevant experience. A one or two page summary table listing personnel and their project assignments is appropriate.

4.1.2. Past Performance -----20 points

Contractor should describe three (3) recently completed projects that demonstrate their ability to complete the work in this Expression. The projects used should have been completed by personnel who would complete this project if your firm is the selected vendor. The descriptions should be all encompassing, thorough and concise. **Contractors must not use or reference any past or present projects for DHHR.**

4.1.3. Liquidated Damages----- 5 points

Indicate in the past three (3) years whether or not your firm has been penalized by or paid liquidated damages. If so describe the circumstances.

4.1.4. Technical Approach-----20 points

Contractor should describe your firm’s technical approach in detail for accomplishing the scope of work. Use the task descriptions in section 3.2 of this EOI as your reference point. Please note the number of projects in consideration in the context of completing the work in one (1) year. Construct timeline(s) for completion. List personnel associated with each aspect of the timeline.

4.1.5. Oral Interview-----30 points

Prospective contractors selected for an oral interview may receive up to 30 points.

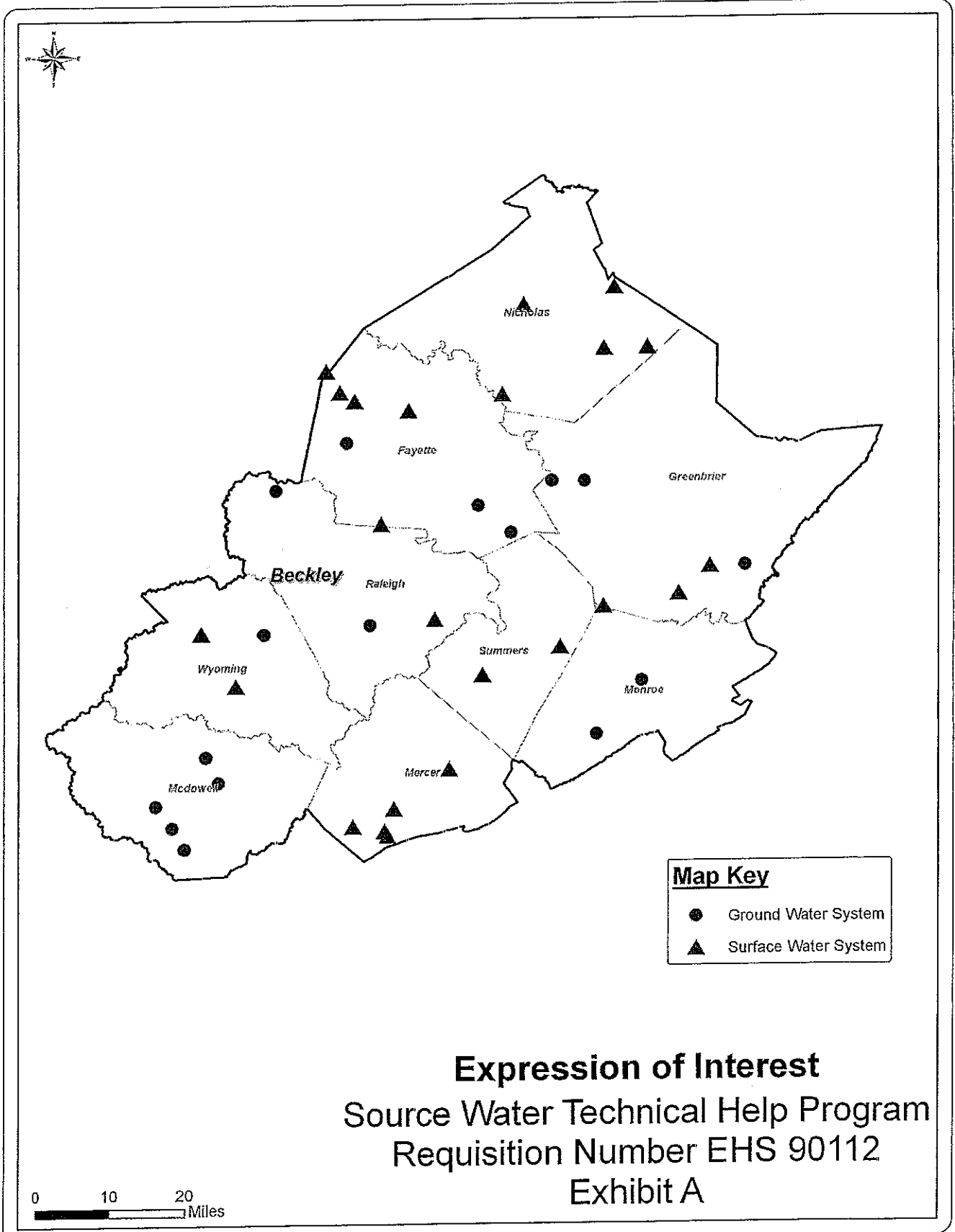


Exhibit B

PWSID	Name	County	Size of Wellhead (acres)	Population
WV3301036	PAGE KINCAID PSD	FAYETTE	654	1875
WV3301008	DANESE PSD	FAYETTE	6867	1265
WV3301022	MEADOW BRIDGE TOWN OF	FAYETTE	712	725
WV3304123	RALEIGH CO PSD-COAL CITY	RALEIGH	718	2775
WV3304136	RAL CO PSD-SYCAMORE DIST	RALEIGH	354	645
WV3305518	RAVENCLIFF/MCGRAWS/SAULSVILLE PSD	WYOMING	191	2030
WV3303207	UNION TOWN OF	MONROE	13322	972
WV3303206	RED SULPHUR PSD*	MONROE	2760	4097
WV3302434	MCDOWELL COUNTY P S D- BARTLEY	MCDOWELL	175	1140
WV3302472	WAR WATER WORKS/CITY REALTY	MCDOWELL	228	673
WV3302435	MCDOWELL COUNTY PSD-BERWIND	MCDOWELL	574	863
WV3302421	WELCH CITY OF	MCDOWELL	1579	2907
WV3302420	GARY CITY OF	MCDOWELL	965	1633
WV3301314	WHITE SULPHUR SPRINGS WATER	GREENBRIER	2281	4062
WV3301309	RAINELLE WATER DEPT	GREENBRIER	1589	2178
WV3301311	RUPERT WATER	GREENBRIER	926	1462

* plus backup ZCC on Rich Creek- 1796 acres

District -
Beckley Surface Systems

PWSID	Name	County	Size of Wellhead (acres)	Population
WV3301315	ALDERSON WATER	GREENBRIER	5246	2680
WV3301310	RONCEVERTE WATER	GREENBRIER	7055	2412
WV3301024	MOUNT HOPE WATER	FAYETTE	1161	2100
WV3301004	ARMSTRONG PSD	FAYETTE	1983	1930
WV3301046	WVAWC-NEW RIVER REGIONAL WTR TRTMT PLT	FAYETTE	4140	17522
WV3301029	WVAWC-MONTGOMERY DISTRICT	FAYETTE	1528	4855
WV3301037	KANAWHA FALLS PSD	FAYETTE	1772	2692
WV3304104	BECKLEY WATER COMPANY**	RALEIGH	2149	46460
WV3304513	WVAWC-BLUESTONE PLANT	SUMMERS	20770	1355
WV3304507	BIG BEND PSD	SUMMERS	7458	1150
WV3305516	OCEANA COMMUNITY OF	WYOMING	1769	4410
WV3305517	PINEVILLE MUNICIPAL	WYOMING	5839	2760
WV3302801	ATHENS TOWN OF	MERCER	951	4802
WV3302849	GREEN VALLEY-GLENWOOD PSD(GLENWOOD)	MERCER	1619	5775
WV3302813	GREEN VALLEY-GLENWOOD PSD(BULLTAIL)	MERCER	402	1708
WV3302804	BLUEWELL PSD	MERCER	314	6135
WV3302835	WVAWC-BLUEFIELD DISTRICT	MERCER	262	12210
WV3303401	RICHWOOD WATER DEPT	NICHOLAS	4254	3500
WV3303404	SUMMERSVILLE MUNICIPAL WATER	NICHOLAS	2286	4369
WV3303403	NETTIE-LEIVASY PSD	NICHOLAS	1583	3150
WV3303402	CRAIGSVILLE PSD	NICHOLAS	4635	4204
WV3303405	WILDERNESS PSD	NICHOLAS	2855	4376
WV3301307	LEWISBURG	GREENBRIER	4582	9000

** plus mine source- 6845 acres

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, 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. 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>.

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.

Vendor's Name: _____

Authorized Signature: _____ Date: _____