



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
DEP14992

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/17/2010				

BID OPENING DATE: **05/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-29		
				REYNOLDSVILLE REFUSE DESIGN		
<p>EXPRESSION OF INTEREST</p> <p>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 REYNOLDSVILLE REFUSE PROJECT IN HARRISON COUNTY, WEST VIRGINIA, PER THE FOLLOWING BID REQUIREMENTS AND ATTACHED SPECIFICATIONS.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THIS CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

INSTRUCTIONS TO BIDDERS

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

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 Supervisor
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
Email: 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. (Proposals must be no more than 100 pages).**

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 #: DEP14992
Opening Date: 05/18/2010
Opening Time: 1:30 pm

1.10 Rejection of Expressions:

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

1.11 Incurring Costs:

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

1.12 Addenda:

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

1.13 Independent Price Determination:

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

1.14 Price Quotations: No "price" or "fee" quotation is requested or permitted in the response.

1.15 Public Record:

1.15.1 Submissions are Public Record.

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

1.15.2 Written Release of Information.

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

1.15.3 *Risk of Disclosure.*

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

1.16 **Schedule of Events:**

Release of EOI.....	03/18/2010
EOI Opening Date.....	05/18/2010

1.17 **Mandatory Pre-bid Conference:** NA

1.18 **Bond Requirements:** N/A

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 Reynoldsville Refuse

Directions to Site 1:

From Philippi travel to Clarksburg and follow US Route 50 west to the Towne House West exit. Proceed to the stop sign and turn right. Proceed to the next stop sign and bear left. Proceed to Gregory Run Road (CR 9) at the Wilsonburg School. Turn right and travel 0.2 mile to an unmarked road on the right. Turn right and travel 0.6 mile to the site on the right beside the Hardman cemetery.

Directions to Site 2:

From the intersection of the unmarked road and Gregory Run Road, continue north (upstream) on Gregory Run Road for 0.9 mile to the site on the right.

Directions to Site 3:

From Site 2 proceed back to the Wilsonburg Elementary School and turn right on the Reynoldsville/Wolf Summit Road (CR 11). At the Reynoldsville sign turn right again and travel 3.9 miles on the Katy Lick/Sardis Road (CR-7). Just before crossing a concrete bridge, turn left at the Sardis Baptist Church Cemetery sign onto a gravel road. Travel about 20 feet then bear left and proceed up hill. Travel past the cemetery to a locked metal gate. Park and walk up the old haul road about 200 feet to the site.

Directions to Site 4:

From the main road leading to Site 3, proceed an additional 0.5 mile to an old haul road on the right leading up the hill. Walk about 500 feet to the refuse and portal area. Mr. Flanigan's house is white with a red stone foundation and located on the right, 0.1 mile past the haul road.

Directions to Site 5:

From Site 4 continue an additional 1.1 miles along the Rockcamp Run Road (CR 22) to the next hollow on the left. Turn left and travel 0.2 mile to the site on the left beside the roadway.

Directions to Site 6:

From Site 6 proceed back to the Rockcamp Run Road. Turn left and travel 0.2 mile to the site on the left along the county road.

Directions to Site 7: From Site 6 continue an additional 1.6 miles along Rockcamp Run Road to the intersection at the Olive Branch Church. Cross the bridge and travel about 150 feet to the site on the left beside the county road.

Directions to Site 8:

From Site 7 proceed back on the Rockcamp Run and Katy Lick/Sardis roads to the Reynoldsville/Wolf Summit Road (CR 11). At the stop sign turn right and travel 0.9 mile to the post office. Turn right and travel $\frac{1}{4}$ mile. Turn right again and proceed up hill for about 200 feet to the refuse area on the left.

Directions to Site 9:

From the turn off to the refuse area, continue 0.3 mile, around the turn, to a field on the left. The refuse area is located on the right, across the road behind the wetland.

Directions to Site 10:

From Site 9 proceed back to the Reynoldsville/Wolf Summit Road. Turn right and travel 0.5 mile then turn left onto a gravel driveway. Continue straight ahead onto the paved driveway to a one-story house with off-white vinyl siding and 2 large car ports.

Directions to Site 11:

From Site 10 proceed back to the Limestone Run/Wolf Summit Road and turn left. Travel an additional 1.4 miles to the stop sign. Continue straight for 0.1 mile then turn right onto Tipple Road (CR11/25). Travel 0.1 mile to the gob area on the left. The main refuse pile is about 800 feet to the right in the hollow.

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:*

Site 1 consists of deep mine portals, household trash, old tire, parts of abandoned vehicles and mine drainage. Field inspection revealed one partially open and two collapsed portals with a combined discharge estimated to be between 50 to 75 gpm; a third collapsed portal was located above the cemetery but had a much smaller flow, estimated at 1 to 2 gpm. The entrance at the open portal measured 18" in height by 48" in width and there was evidence of mine water discharge at some point in the past. Just below the discharging portals was an area containing scattered piles of household trash, old tires, rusted remains of abandoned vehicles and misc. pieces of rusted metal. Field tests of the mine drainage indicated a pH of 3.0 and iron greater than 10 mg/liter.

Site 2 consists of one deep mine portal, coal refuse, subsidence sinkholes and mine drainage. Field inspection revealed one completely collapsed portal located above the refuse pile discharging 4 to 5 gpm; one partially re-vegetated refuse pile, about 20 feet in height and covering an estimated area of one-fourth acre; small, scattered piles of household trash and debris; and 5 or 6 subsidence depressions about 6 to 8 feet in depth by 10 to 15 feet in diameter.

Site 3 covers approximately four (4) acres. It includes two (2) acres of unvegetated, exposed coal refuse scattered throughout the site in roughly four small piles; four (4) abandoned mine buildings made of deteriorated block and rusted metal that range in size from 10' x 15' to 60' x 60'; the remains of a concrete tipple foundation; and old tires, small amounts of rusted metal and mining debris, and household trash. Uncontrolled surface run-off is also carrying coal refuse and fines to Ten Mile Creek.

Site 4 includes unvegetated coal refuse, an old haul road, mine drainage and possibly a collapsed deep mine portal.

Site 5 consists of one collapsed deep mine portal, located within 50 feet of the county road, and a large mine drainage discharge estimated to be between 50 and 100 gpm. The uncontrolled discharge saturates the wooded area next to one occupied residence, making it unusable, and presents a serious health and safety hazard to downstream residents, should a mine blow-out occur at some point in the future.

Site 6 consists of three (3) completely collapsed deep mine portals located within 20 to 30 feet of Rockcamp Run Road. Discharges from the portals ranged from 1 to 10 gpm with evidence of higher flows in the past. The potential for a mine blow-out makes this site hazardous to anyone walking or driving along the county roadway.

Site 7 consists of a 8-10' diameter x 10' high concrete wet-well over top of a vertical opening that extends down into the Clinchfield Coal Compass #2 Mine in the Pittsburgh coal seam, 300' below. An estimated 100 to 150 gpm of iron laden mine water flows out of a 3" pipe, located at about 6" above ground level, indicating the well is full of water. Although the structure's lower section appeared to be in sound condition, it still may be possible to enter the well through a hatch at the top, something that could prove fatal for anyone that might choose to do so. The mine drainage saturates about ¼ acre of the ground surface in an area located between the bridge, Rockcamp Run and the county road. Large pieces of broken concrete, along with two large concrete supports still firmly planted into the ground, are also on site. The well sets 30' from a heavily traveled county road and is easily visible from a considerable distance. The nearest house is directly across the road at a distance of 60 feet, and the Olive Branch Methodist Church is located within 300 feet of the site. Field tests of the discharge indicated a pH of 5.0 and iron greater than 10 mg/liter.

Site 8 consists of about one (1) acre of flat, mostly unvegetated coal refuse near several homes. The material erodes into the nearby stream degrading its water quality.

Site 9 consists of the badly deteriorated remains of a concrete fan house measuring 11' wide x 16' long x 6' high. The owner, Richard Abraham, reports there is a partially filled, 68 feet deep vertical shaft inside the structure with a 10 feet diameter opening. He added that over the years the shaft has been filled by local residents with trash, brush and old wood. Misc. junk, metal and tires now cover the opening making it impossible to determine its exact location. Also, just outside the structure, are rusted bolts and metal that protrude upward from the foundation that could easily impale someone should they trip and fall onto them. The old entrance in front is only partially by rusted metal and can easily be entered. The nearest residence is about 150 feet to the north, across the road.

Site 10 The property owner is concerned about the constant flow of mine drainage saturating a large portion of his front yard. About 75' from his house there was one small seep (about 1 gpm) in the center of his yard, and a larger seep (5gpm) flowing into a ditch, about 50' further to the east. Field tests indicated a pH of 6.7 and iron @ 3 mg/liter. The property is located near the coal crop, down-dip of a fairly large deep mine, which extends south under U. S. Rt. 50.

Site 11 contains an unvegetated refuse pile measuring about 120' long x 100' wide x 50' in height, about ¼ acre of unvegetated gob, and the remains of two concrete tipple abutments. The refuse pile is situated within the drainage of the hollow and allows surface water to percolate through the refuse and into the creek. Field samples of water seeping from the refuse had a pH of 2.8, iron greater than 10 mg/liter, and a combine flow of 20 gpm. The out slopes of the refuse pile are extremely steep and unstable with some evidence of past burning. Also on site are the remains of two concrete tipple abutments about 8' high and 4' in width. Next to the concrete abutments is a small unvegetated gob area that further degrades water in the receiving stream, Turkey Foot Run.

Location Maps are attached (Attachment A1).

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 (Reynoldsville Refuse):

Construct access road to site.

Regrade, cover and revegetate refuse areas.

Demolition and removal of abandoned mining related structures and miscellaneous trash on the site.

Demolish and dispose of concrete pump well. Install cap and grate over opening.

Fill vertical shaft, excavate, dewater and install wet mine seal/bat gates.

Regrade sinkhole area.

Construct drainage control channels, underdrains, culverts, conveyance pipes & manholes.

Condition and revegetate all disturbed areas.

3.3 **Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds:* N/A

3.3.2 *Insurance Requirements:* \$1,000,000 Professional Liability per Occurrence
 \$2,000,000 Aggregate
 \$1,000,000 Automobile Liability
 \$1,000,000 Professional Liability
 Workers Compensation Certificate Upon Award
 West Virginia Statutory requirements including
 West Virginia Code §23-4-2 (Mandolidis)
 DEP14992 must be listed on Insurance Certificates

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.

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 a required by the particular project): | 20 points |
| D. The Oral Interview (See Section 4.3 of this EOI): | 35 points |

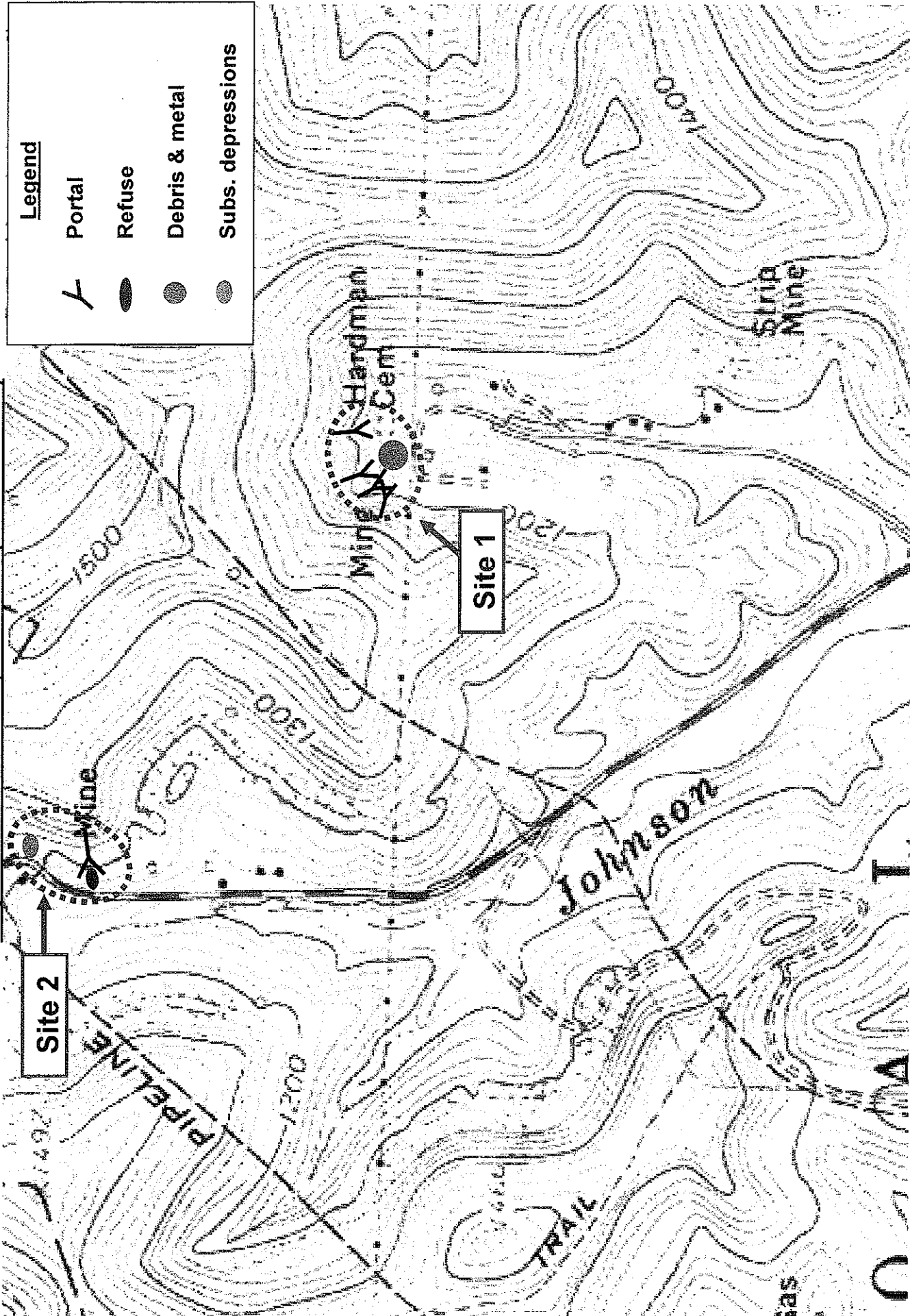
- 4.2 (a) AML Consultant Qualification Questionnaire (CQQ) must be completed to be eligible (See Attachment "B").
- (b) AML and Related Project Experience Matrix (RPEM) must also be completed to be eligible (See Attachment "C").
- 4.3 Interviews as stated in 4.1 "Evaluation and Award Process" will be 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

Project Location – Topographic Map

Reynoldsville Refuse; WV-1880 (Sites 1 and 2)



Wolf Summit Quad

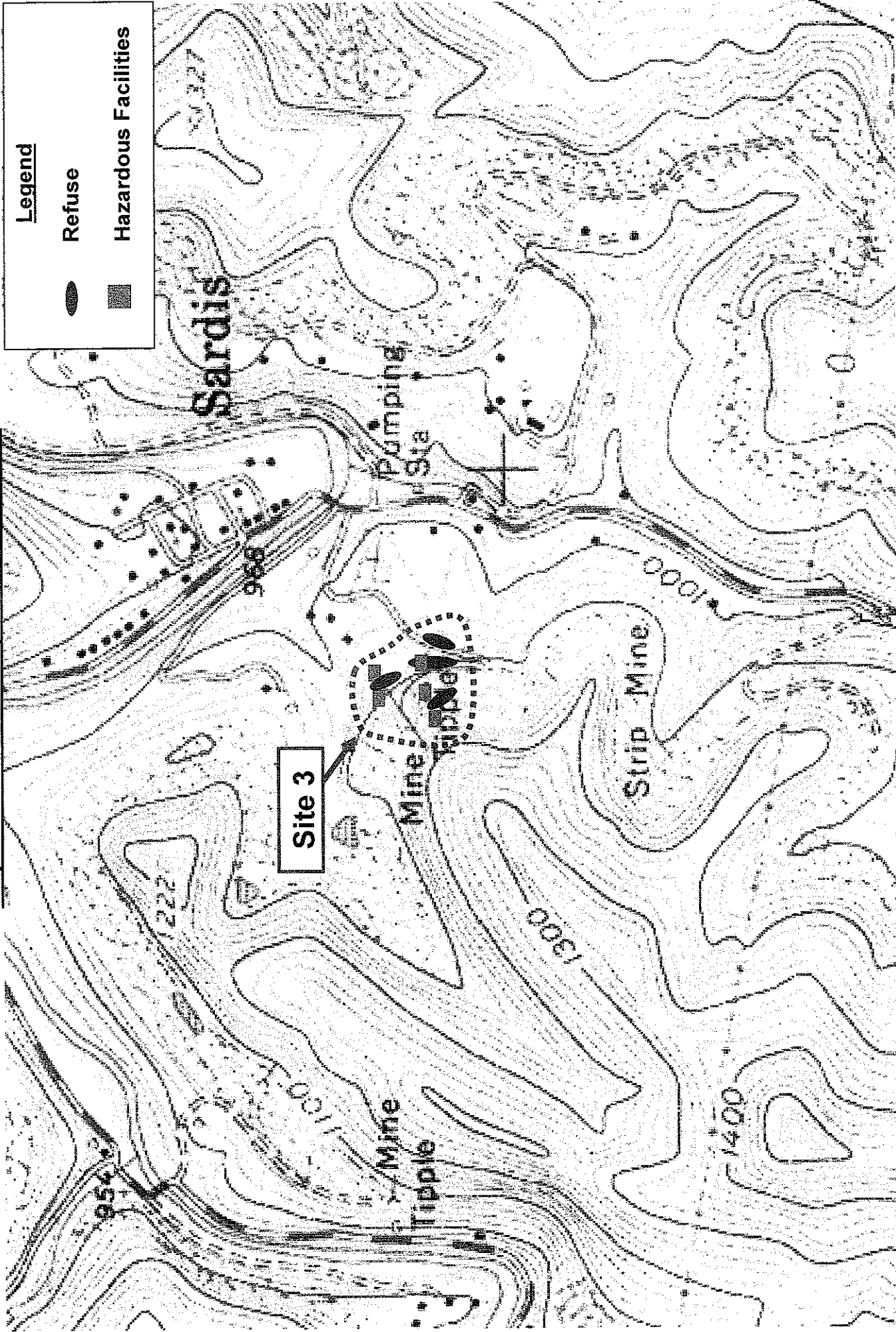
Latitude: 39° 18' 18"

Harrison County

Longitude: 80° 23' 42"

Scale: 1 inch = 675 Feet

**Project Location -- Topographic Map
Reynoldsville Refuse: WV-1880 (Site 3)**

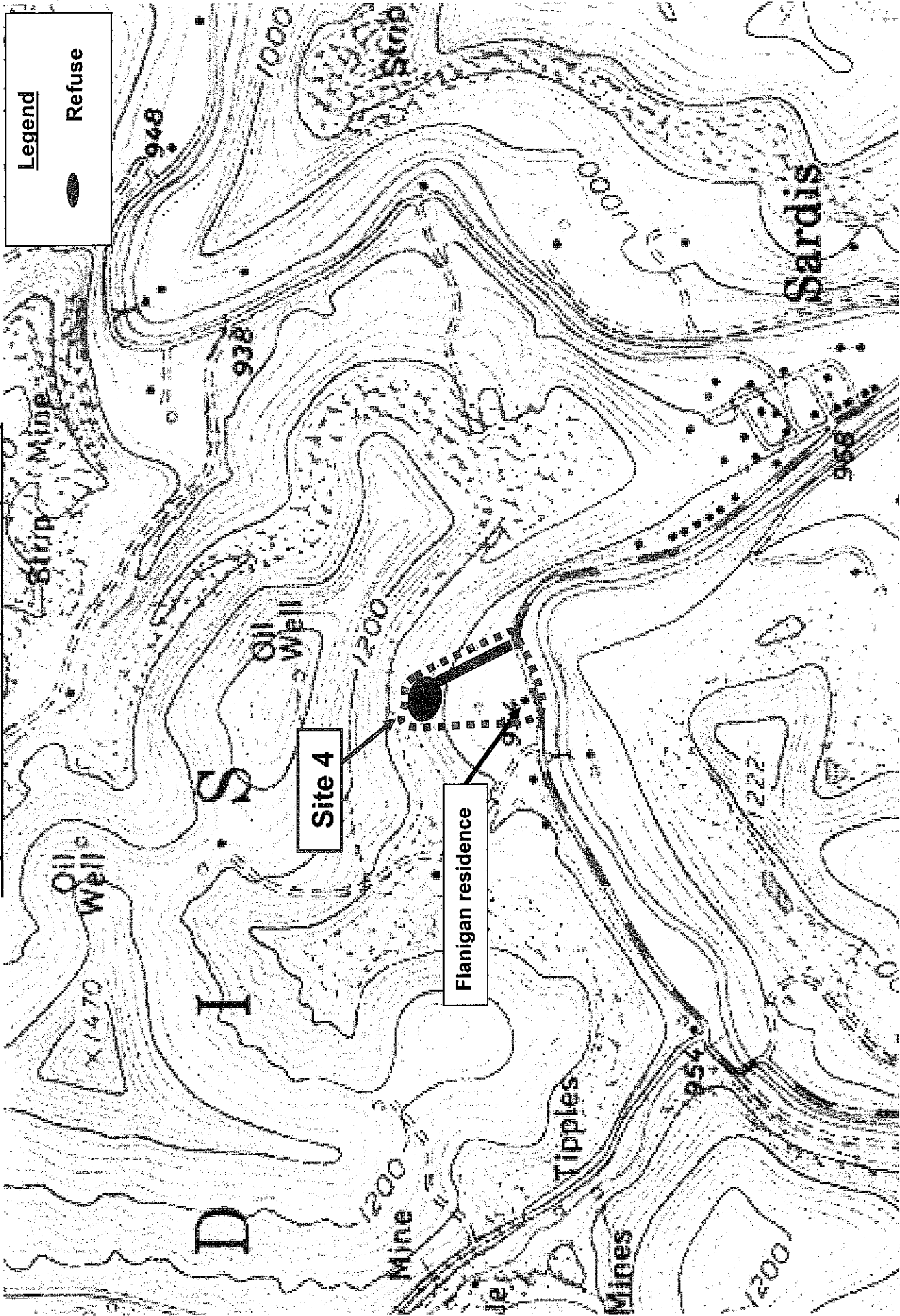


**Wolf Summit Quad
Latitude: 39° 20' 04"**

**Harrison County
Longitude: 80° 25' 15"**

Scale: 1 inch = 675 Feet

Project Location -- Topographic Map
Reynoldsville Refuse; WV-1880 (Site 4)

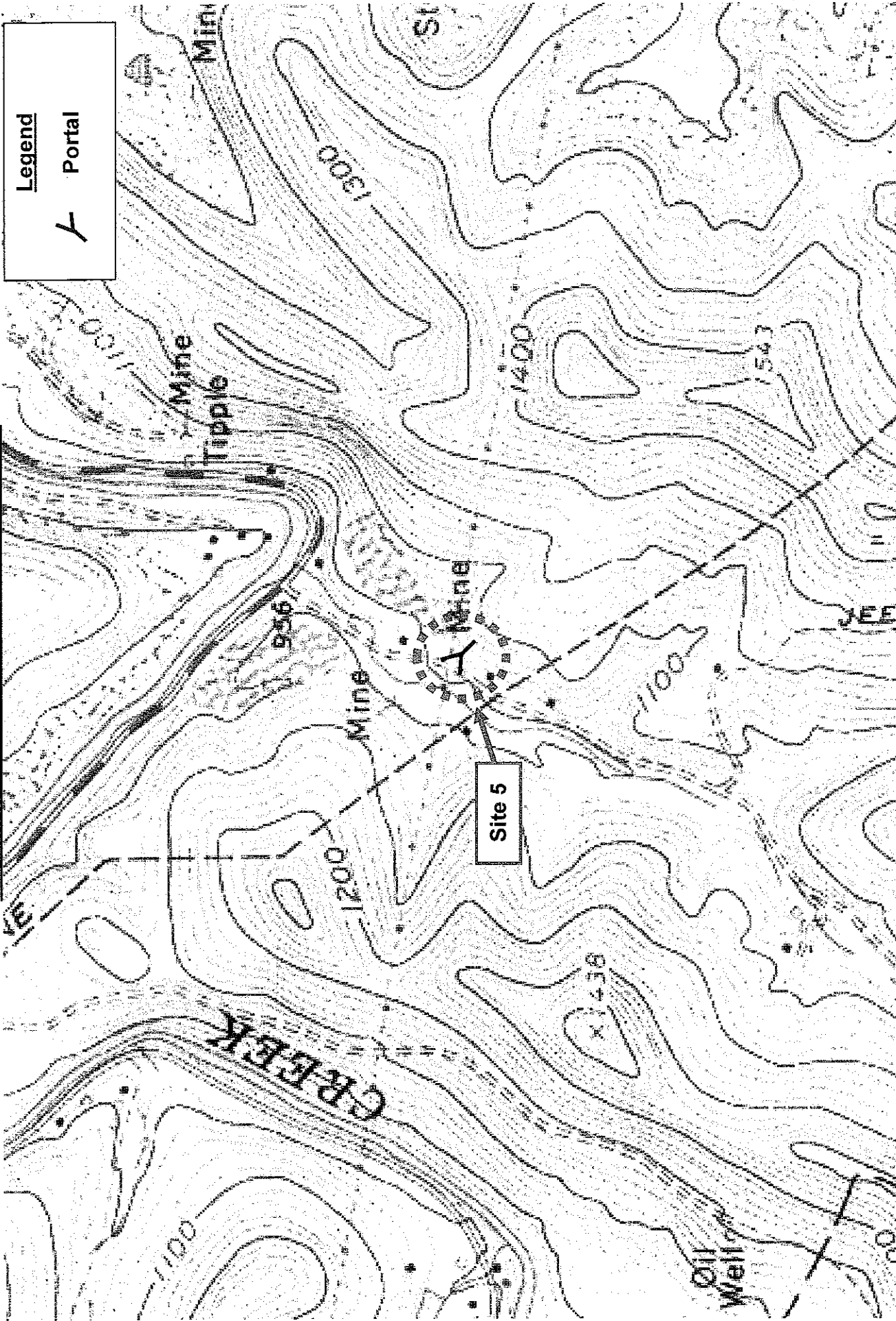


Wolf Summit Quad
Latitude: 39° 20' 38"

Harrison County
Longitude: 80° 25' 22"

Scale: 1 inch = 675 Feet

**Project Location – Topographic Map
Reynoldsville Refuse: WV-1880 (Site 5)**



Legend

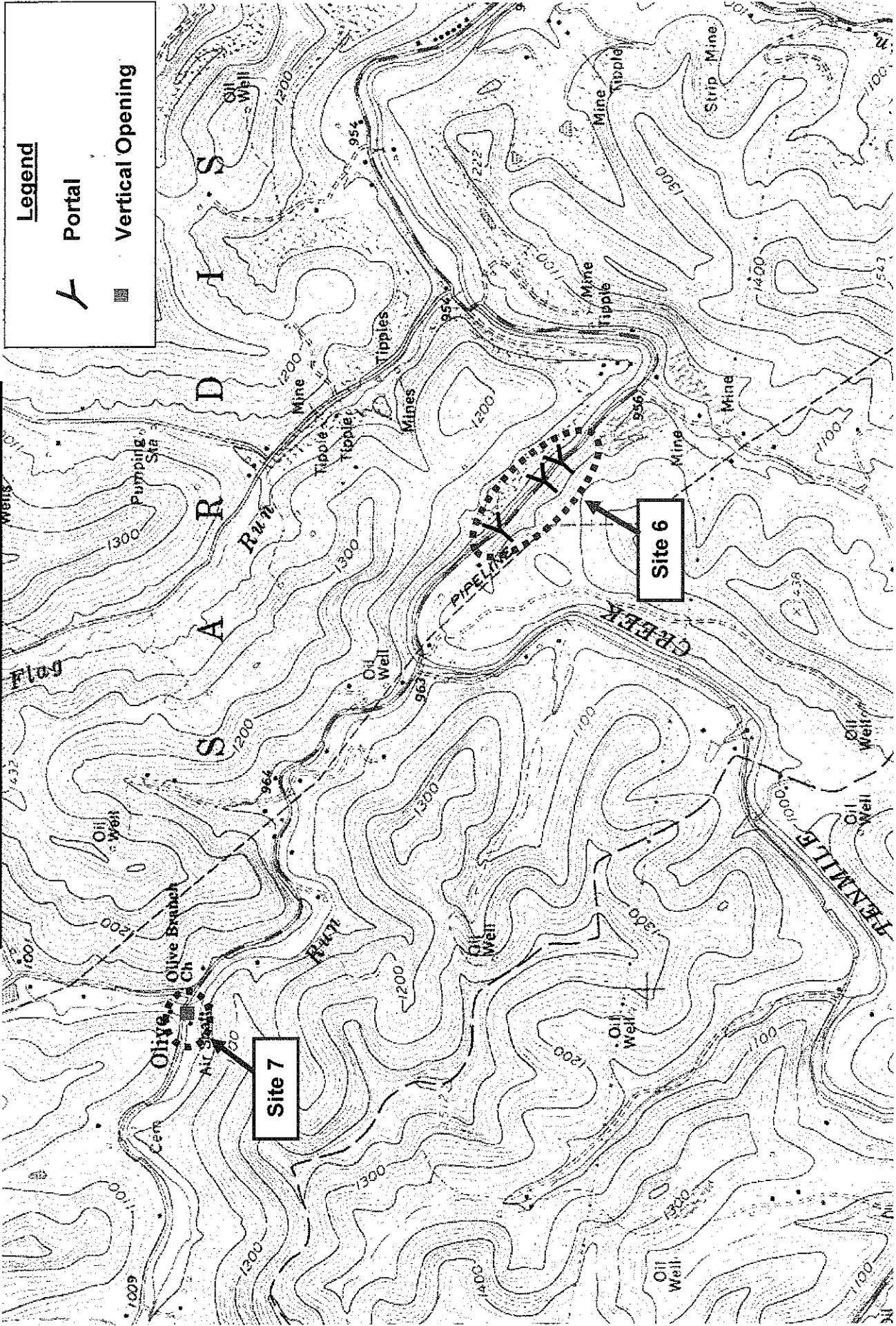
Portal

Wolf Summit Quad
Latitude: 39° 19' 51"

Harrison County
Longitude: 80° 26' 16"

Scale: 1 inch = 700 Feet

Project Location – Topographic Map
Reynoldsville Refuse; WV-1880 (Sites 6 and 7)

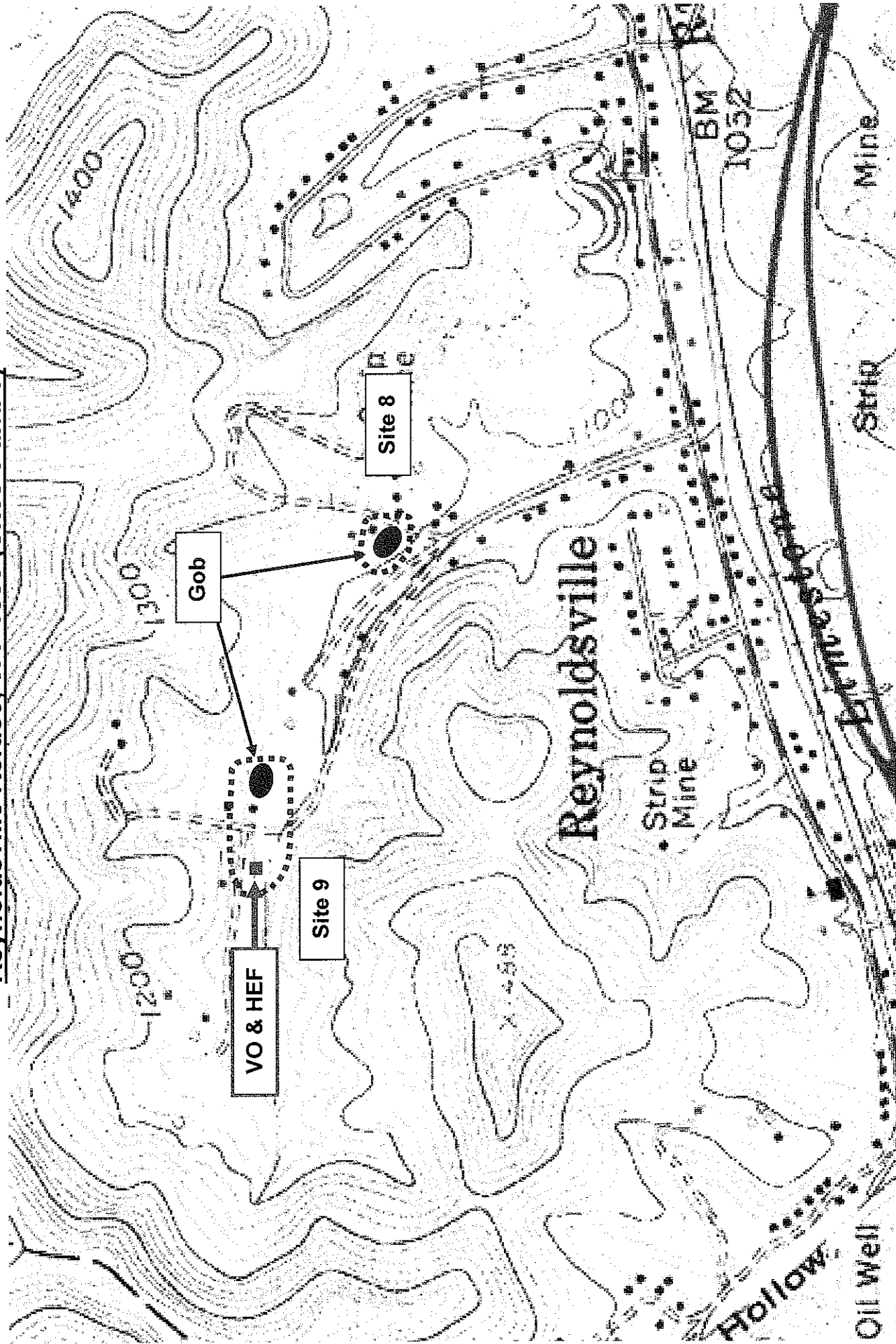


Harrison County
Longitude: 80° 27' 33"

Scale: 1 inch = 1,500 Feet

Wolf Summit Quad
Latitude: 39° 20' 52"

Project Location – Topographic Map
Reynoldsville Refuse; WV-1880 (Sites 8 and 9)

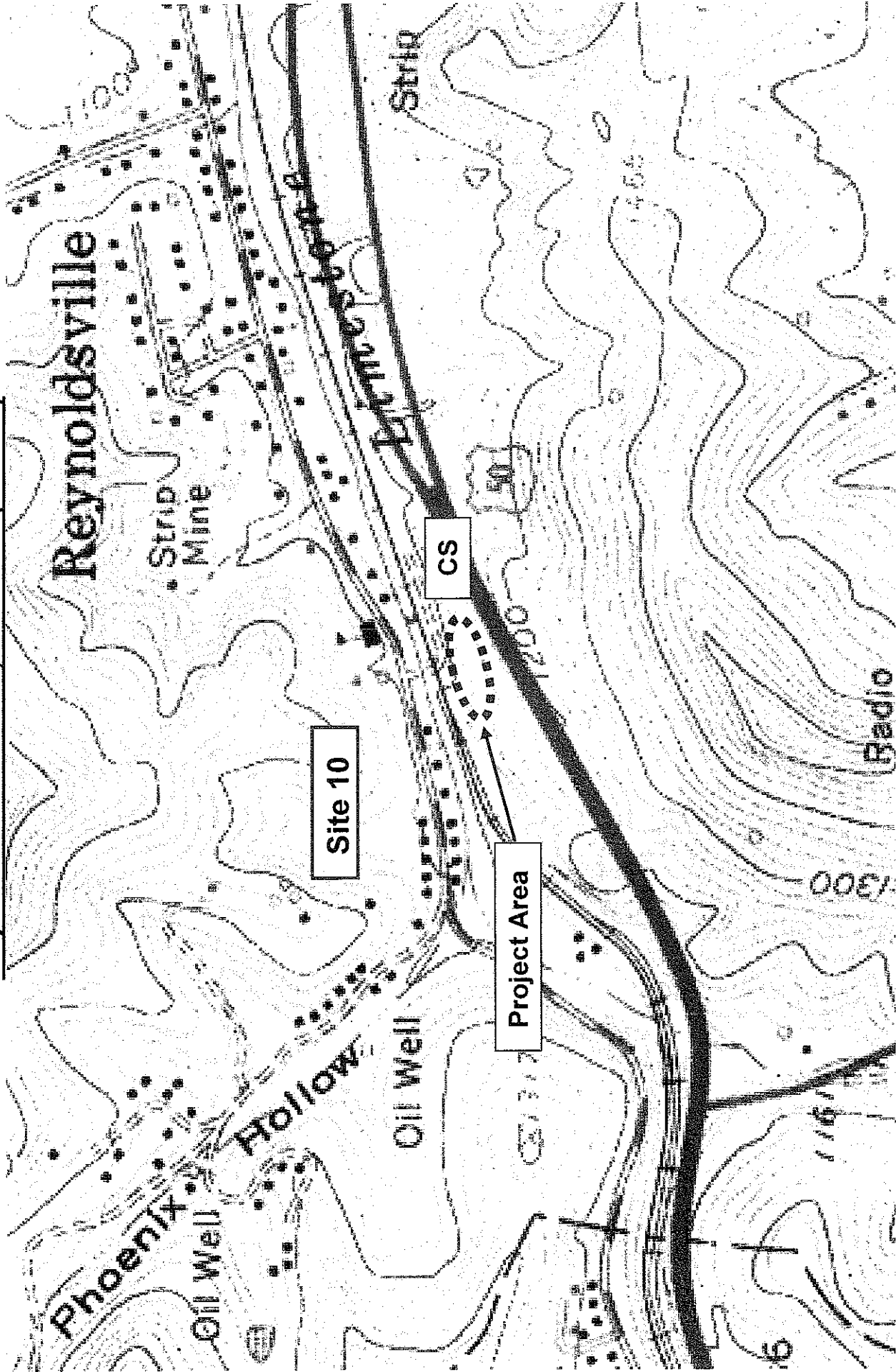


Wolf Summit Quad
Latitude: 39° 17' 35"

Harrison County
Longitude: 80° 26' 14"

Scale: 1 inch = 700 Feet

Project Location – Topographic Map
Reynoldsville Refuse; WV-1880 (Site 10)

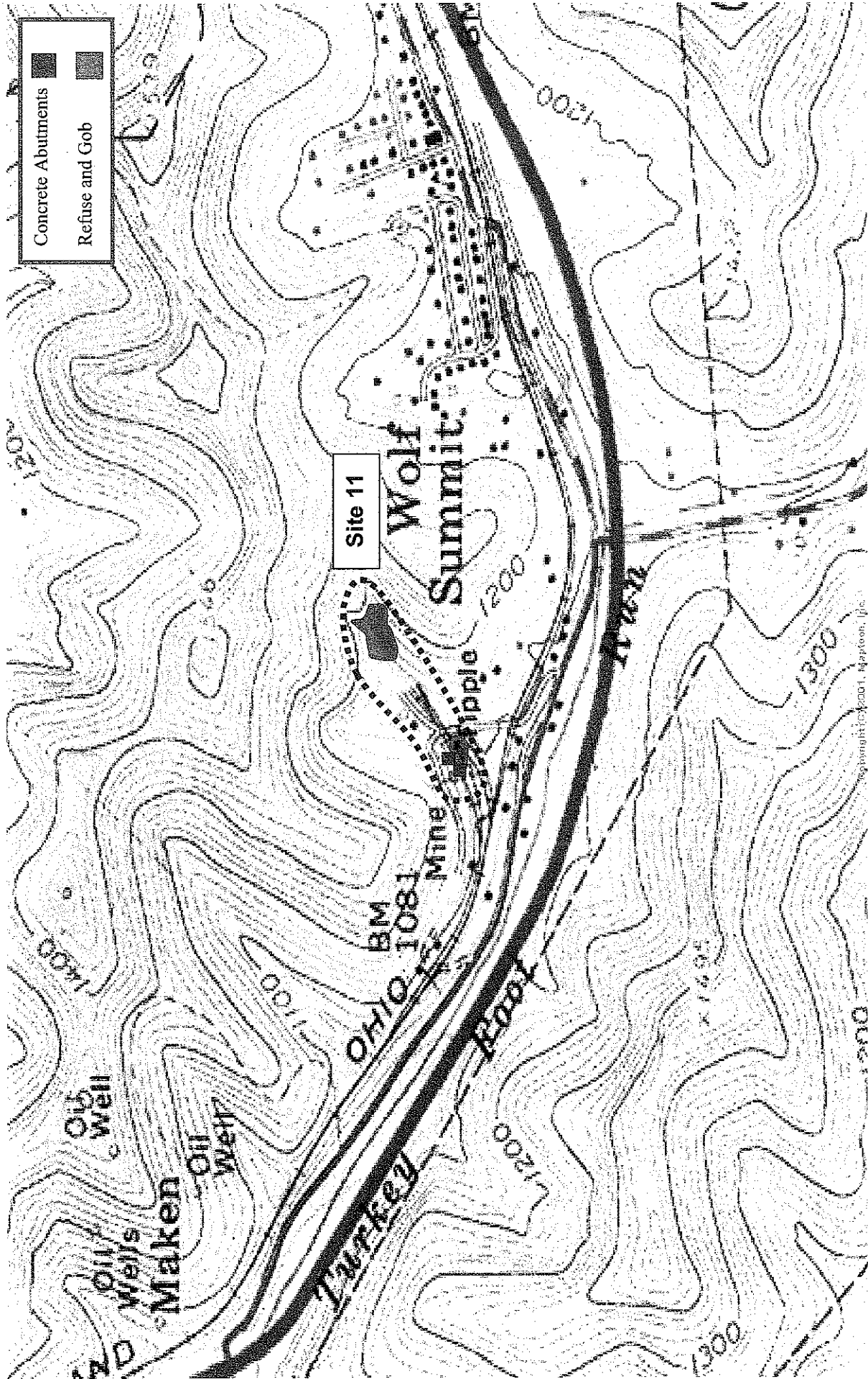


Wolf Summit Quad
Latitude: 39° 17' 05"

Harrison County
Longitude: 80° 26' 41"

Scale: 1 inch = 675 Feet

**Project Location – Topographic Map
Reynoldsville Refuse; WV-1880 (Site 11)**

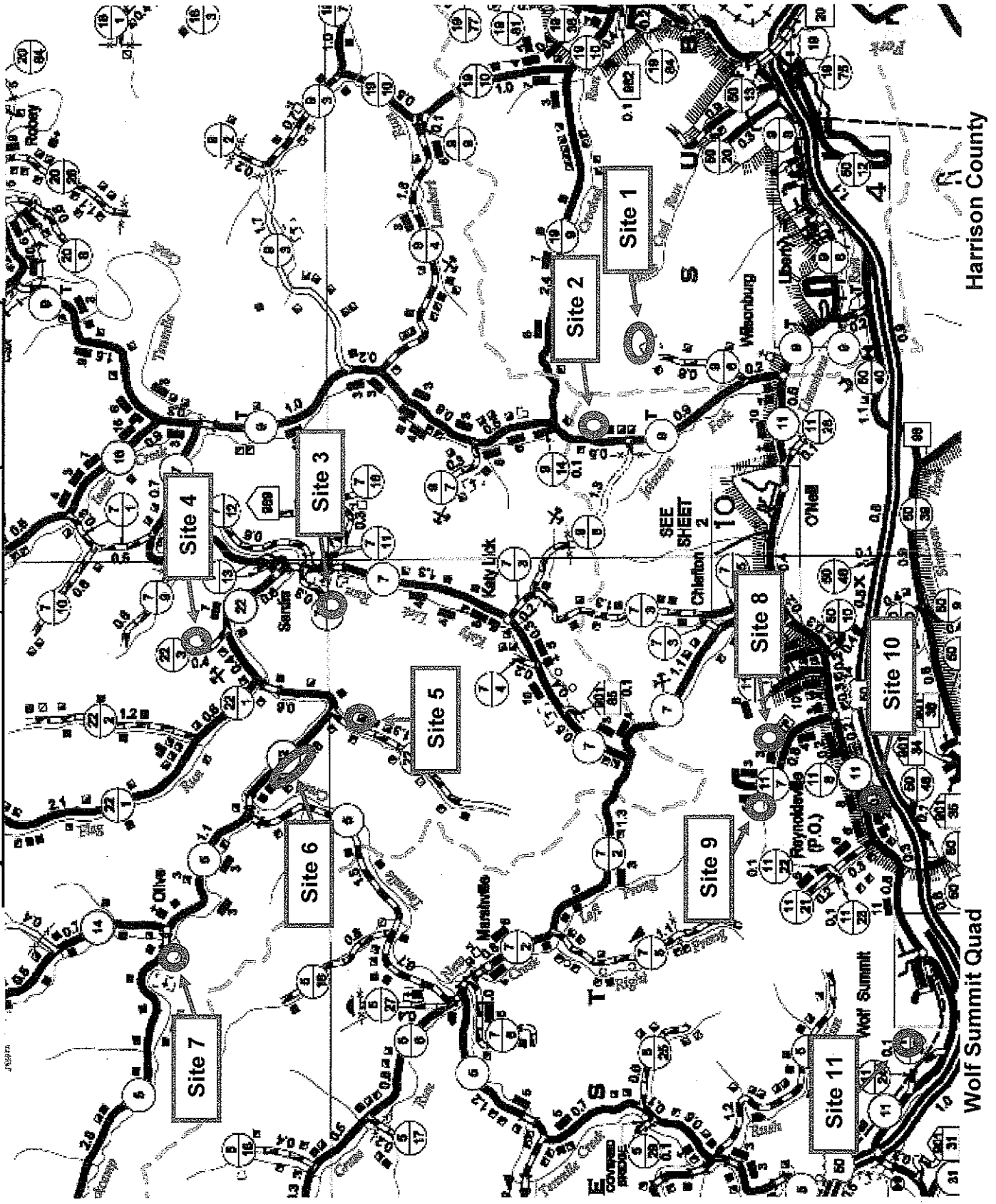


**Wolf Summit Quad
Latitude: 39° 16' 56"**

**Harrison County
Longitude: 80° 28' 14"**

Scale: 1 inch = 700 Feet

Project Location – County Highway Map
Reynoldsville Refuse; WV-1880 (Sites 1 – 11)



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	
7. PRIMARY AML DESIGN OFFICE: ADDRESS/ TELEPHONE/ PERSON IN CHARGE/ NO. AML DESIGN PERSONNEL EACH OFFICE		6a. WV REGISTERED DBE (Disadvantaged Business Enterprise) YES NO			
8. NAMES OF PRINCIPAL OFFICERS OR MEMBERS OF FIRM		8a. NAME, TITLE, & TELEPHONE NUMBER - OTHER PRINCIPALS			
9. PERSONNEL BY DISCIPLINE					
— ADMINISTRATIVE	— ECOLOGISTS	— LANDSCAPE ARCHITECTS	— STRUCTURAL ENGINEERS		
— ARCHITECTS	— ECONOMISTS	— MECHANICAL ENGINEERS	— SURVEYORS		
— BIOLOGIST	— ELECTRICAL ENGINEERS	— MINING ENGINEERS	— TRAFFIC ENGINEERS		
— CADD OPERATORS	— ENVIRONMENTALISTS	— PHOTOGRAMMETRISTS	— OTHER		
— CHEMICAL ENGINEERS	— ESTIMATORS	— PLANNERS: URBAN/REGIONAL			
— CIVIL ENGINEERS	— GEOLOGISTS	— SANITARY ENGINEERS			
— CONSTRUCTION INSPECTORS	— HISTORIANS	— SOILS ENGINEERS			
— DESIGNERS	— HYDROLOGISTS	— SPECIFICATION WRITERS			
— DRAFTSMEN					
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 _____
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE Yes _____ No _____

12. A. Is your firm's personnel 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 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)

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)

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

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
TOTAL NUMBER OF PROJECTS:			TOTAL ESTIMATED CONSTRUCTION COSTS: \$	

18. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM HAS BEEN A SUB-CONSULTANT TO OTHER FIRMS (INDICATE PHASE OF WORK FOR WHICH YOUR FIRM WAS RESPONSIBLE)

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH

19. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the West Virginia Abandoned Mine Lands Program.

20. The foregoing is a statement of facts.

Signature: _____ Title: _____ Date: _____

Printed Name: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____