



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

Request for Quotation

RFO NUMBER
 DEP15901

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPT. OF
 OFFICE OF SPECIAL RECLAMATION
 105 S. RAILROAD STREET
 PHILIPPI, WV
 26416-9998 304-457-3219

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/23/2012				

BID OPENING DATE: 06/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-29		
<p>MULTIPLE PERMITS DESIGN</p> <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 MAPPING AND DESIGN SERVICES AT THE BOND FORFEITED PERMITS OF ENERGY MARKETING U-24-84; ROBLEE COAL CO. D-49-82 IN BARBOUR COUNTY, WEST VIRGINIA, ROBLEE COAL COMPANY O-1009-93 AND U-1001-91 IN UPSHUR COUNTY, WEST VIRGINIA; AND BUFFALO COAL CO. S-52-80 IN GRANT 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> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</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.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the 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).



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 Department of Administration
 Purchasing Division
 2019 Washington Street East
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BID OPENING DATE: 06/28/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEP15901 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

**EXPRESSION OF INTEREST
DEP15901**

Mapping and engineering design services to assist the OSR in completing land reclamation for the forfeited permits: Energy Marketing # U-24-84; Roblee Coal Co. # D-49-82; Roblee Coal Co. # O-1009-93 & # U-1001-91; Buffalo Coal Co. S-52-80

Part I

General Information

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division (State) for the agency, the West Virginia Department of Environmental Protection (DEP), Division of Land Restoration, Office of Special Reclamation (OSR) is soliciting Expression(s) of Interest (EOI) from qualified firms to provide engineering services as defined in Section Two (2) and Three (3).

1.2 Project(s):

The mission or purpose of the project described in Sections 2 & 3 is as follows:
To provide design services to assist the OSR in completing land reclamation by compiling a Requisition(s) for Quote (RFQ) for the project listed below, which includes

Project A. Energy Marketing, Permit #U-24-84, Barbour County

Project B. Roblee Coal Co., Permit #D-49-82, Barbour County

Project C. Roblee Coal Co., Permits #O-1009-93 & #U-1001-91, Upshur County

Project D. Buffalo Coal Co., Permit #S-52-80, Grant County

1.3 Format:

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

1.4 Inquiries:

Additional information regarding the submission of proposal for this EOI can be obtained by calling the following:

Guy Nisbet, Senior Buyer Ph: (304) 558-8802 Fax: (304) 558-4115
Purchasing Division
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

Absolutely NO contact shall be made by the firm with any member of OSR or the evaluation committee. Violation of this clause may result in rejection of the bid. 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-D) and remit the registration fee. A firm is not required to be a registered vendor in order to submit an EOI, but the successful bidder must register and pay the registration fee prior to the award of an actual purchase order/contract.

1.6 **Oral Statements and Commitments:**

Firms 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 is not binding. Only the information issued in writing and added to the EOI specifications file by an official written addendum are 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 submittal should address projects that are similar in scope to that of the EOI. Firms must complete the CQQ and the RPEM as included in Section 4.2 of this EOI.

1.8 **Labeling of EOI Sections:**

The response sections should be appropriately labeled.

1.9 **Submission:**

1.9.1 State law requires that the original EOI shall be submitted to the State. All copies to the State must be submitted prior to the date and time stipulated on the State's official time clock to verify time and date of receipt.

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

Submit:

One original plus three (3) convenience copies and one copy on CD to:

Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305-0130

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

Buyer: Guy Nisbet, Senior Buyer

DEP15901

Opening date: 06/28/2012

Opening time: 1:30PM

1.10 Rejection of Expressions:

The State will 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 EOIs and to reserve the right to withdraw at any time and for any reason. Submission of, or receipt by the State, of EOIs confers no rights upon the bidder 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 bidder 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 bidders 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 permitted in the response.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State related to purchase orders/contracts are considered public records after the submittals have been opened. All responses or offers submitted by firms shall become public information and are available for inspection during normal official business hours in the State Records and Distribution center after the documents have been microfilmed.

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 \$.50 per 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 bidder are the only exemption to the public disclosure. The submission of any information to the State by a firm puts the risk of disclosure on the firm. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure." The State does not guarantee nondisclosure of any information to the public.

1.16 Schedule of Events:

Release of EOI	<u>05/25/2012</u>
EOI Opening Date	<u>06/28/2012</u>

1.17 Mandatory Pre-Bid Conference:
(Not applicable).

1.18 Bond Requirements:
(Not applicable).

1.19 Purchasing Affidavit:
West Virginia State Code §5A-3-10a (3)(d) requires that all firms submit an affidavit regarding any debt owed to the State. The affidavit MUST be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.20 Acronyms/Abbreviations:

DEP-	Department of Environmental Protection
OSR-	Office of Special Reclamation
EOI-	Expression of Interest
CQQ-	Consultant Qualification Questionnaire
RPEM-	Related Project Experience Matrix
A/E-	Architect/Engineer
NPDES-	National Pollutant Discharge Elimination System
UIC-	Underground Injection Control
TMDL-	Total Maximum Daily Load
SMCRA-	Surface Mining Control and Reclamation Act
LLS-	Licensed Land Surveyor
RPE-	Registered Professional Engineer
USACE-	US Army Corps of Engineers

Part 2**OPERATING ENVIRONMENT****2.1 Location:**

Project A. Energy Marketing, Permit #U-24-84, Barbour County
Lat. 39.1267, Long. 80.1667

Project B. Roblee Coal Co., Permit #D-49-82, Barbour County
Lat. 39.1822, Long. 80.1086

Project C. Roblee Coal Co., Permits #O-1009-93 & #U-1001-91, Upshur County
Lat. 39.0822, Long. 80.3000

Project D. Buffalo Coal Co., Permit #S-52-80, Grant County
Lat. 39.1574, Long. 79.2920

2.2 Background:

Firms are to be licensed Architectural/Engineering firm (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 mapping and engineering design to meet land reclamation requirements from formerly permitted mine sites. Aspects of the design are to include, but not be limited to: Civil, Geological and Hydrological.

The work involves mapping of mine permit areas, property owner boundaries, and engineering design services to assist OSR in completing land reclamation by compiling Requisition(s) for Quote (RFQ) for each project.

Preliminary design documents will be due within 60 (sixty) days from the issuance of the Purchase Order.

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

Firm must submit a completed OSR Consultant Qualification Questionnaire (CQQ – Attachment "B") and an OSR Related Project Experience Matrix (RPEM- Attachment "C") in Section 4

3.2 Scope of Work:

The scope of work shall include site investigation of existing features, surveying and mapping, laboratory analysis of soil or coal refuse- if needed , location of potential borrow areas either on site or near-by, subsurface investigations to determine types of soils in borrow areas for reclamation, engineering and design of the highwall elimination or pits to be reclaimed including grading plans and cross sections, erosion and sediment control plans including upgrading existing drainage controls and ponds, preparation of construction contract drawings and specifications suitable for letting of construction bids with the RFQ and bidding process. All applicable permit applications, right-of-ways, right-of entries, and approvals shall also be a part of the work to be performed. The contractor shall review and reference all work to insure compliance and general

conformity with original mine permit reclamation plans, or modifications that OSR approves to meet current industry standards.

To provide drawings, specifications, and engineering design services to prepare construction documents for the following general work items:

1. Prepare work areas by clearing and grubbing.
2. Install new and refurbish existing drainage controls and erosion protection (sediment ponds, sediment ditches, and diversions).
3. Locate, protect and/or avoid existing utility lines, poles, gas lines, etc.
4. Construct new and upgrade existing access roads, and install culverts.
5. Install mine seals, and subsurface drains.
6. Perform blasting designs and pre-blast surveys, if needed for reclamation of site.
7. Eliminate existing highwalls by backfilling and regrading with materials available onsite, or designated borrow area sites nearby.
8. Install surface water ditches where appropriate to control runoff.
9. Repair or eliminate any slip areas on partially backfilled highwalls.
10. Regrade/remove sediment ditches when not needed.
11. Reshape, and add lime amendments to any potentially toxic coal refuse piles.
12. Condition, stabilize, and revegetate disturbed land by the plan view acre, based on post-mine land use from permit files and landowners.
13. If long term water treatment is anticipated on the site, prepare and regrade areas to accommodate space for future structures or facilities.
14. Final site cleanup.

3.3 **Special Terms and Conditions:**

3.3.1 Bid and performance bonds: N/A

3.3.2 Insurance requirements: \$1,000,000 General 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)
 DEP15901 must be list 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, and 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 Department of Environmental Protection.

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 or state 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 or state 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 or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal or state contract, grant, loan, or cooperative agreement.

If any funds other than federally or state 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 or state 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 subcontract, 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 Relationships:**

The relationship of the firm to the State will 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 any and 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.

Firm shall be exclusively responsible for the payment to his/her employees and subcontractors 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, form and returns pertinent to all of the foregoing.

Firm shall hold harmless the State, and shall provide the State and OSR with a defense against any and 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 Department of Environmental Protection/OSR.

3.4.5 Indemnification:

The firm agrees to indemnify, defend and hold harmless the State and OSR, 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 Laws & Compliance:

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 (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 firm. 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 sent 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 one (1) year periods or until such reasonable time as may be necessary to obtain a new contract. Such reasonable time shall not exceed twelve (12) consecutive months.

3.4.11 Non –Appropriation of Funds:

If the Department of Environmental Protection/OSR 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 Department of Environmental Protection/OSR may terminate the contract at the end of the affected current fiscal period without further charge or penalty. OSR shall give the firm written notice of such non-allocation of funds as soon as possible after OSR receives notice. No penalty shall accrue to OSR 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 or 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 period contained in the notice, the State shall issue the firm an order to cease and desist any and 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, OSR, and the firm. An approved contract change order is defined as one approved by the State and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. **NO CHANGES SHALL BE IMPLEMENTED BY THE FIRM UNTIL SUCH TIME AS THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

3.4.14 Invoices, Progress Payments, & Retainage:

The firm shall submit invoices, in arrears, to the WV DEP/OSR 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 OSR on the basis of 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 the OSR with the invoice detailing progress completed or any deliverable 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 WV DEP form. If the purchase order has more than one project, a separate invoice must be provided for each project.

3.4.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), firm agrees that liquidated damages shall be imposed at the rate of N/A per day, 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 OSR's right to pursue to any other additional remedy to which the State or OSR 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 firm. The firm shall maintain such records a minimum of five (5) years and make available all records to OSR personnel at firm's location during normal business hours upon written request by OSR within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by OSR 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 OSR 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) EOI 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 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 (EOI), 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, Chapter Fifty-nine of this code. 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 best qualified to perform the desired service: **Provided**, that on projects funded wholly or in part by school building authority moneys, in accordance with Sections 15 and 16, Article 9-D, Chapter 18 of this Code, two of said three firms shall have had offices within this state for a period of at least one year prior to submitting an EOI regarding a project funded by school building authority moneys. 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 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: **Provided, however**, that county boards of education may either elect or start the selection process over in the original order of preference or it may 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. **Provide further**, that for any water or wastewater construction project the engineering design and construction inspection costs may not exceed the amount calculated pursuant to the compensation curves for consulting engineering services based upon project construction costs published by the American Society of Civil Engineers manual of practice, unless granted a variance by the Infrastructure and Jobs Development Council established pursuant to article 15-a, Chapter 31 of this code.

(b) Expressions of Interest submitted will be evaluated by a committee of three (3) to five (5) representatives of the agency in accordance with §5G-1-3.

The committee as stated will evaluate all submittals and by consensus select three (3) firms, in their opinion, are best qualified to perform the desired service. These selections will be based from the statements of qualifications and performance data and other material submitted by the interested firms.

The committee shall rank, in order of preference, each of the three (3) selected firms. Each of the three (3) firms shall begin with a score of one hundred.

The 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 WV RPE as it related to the specific project problem areas	25 points
C.	Available WV OSR Design Teams within the Primary office (A design team should consist of one Project Engineer (Civil or Mining), One CAD person and availability of other support personnel as required by the particular project)	20 points
D.	The Oral Interview (see Section 4.3 of this EOI)	35 points

- 4.2 (a) OSR Consultant Qualification Questionnaire (CQQ) must be completed to be eligible (See attachment "B").
 (b) OSR 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 WV DEP 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
- Applicants should provide a working knowledge of the following rules and programs
 - WV DEP/NPDES Stormwater Regulations and BMPs
 - Federal Clean Water Act
 - Storm Water Pollution Prevention Plans (SWPPP's)
 - USACE 401 and 404 certification process
 - SMCRA
- In addition, the prospective contractor should have the following

- The ability to utilize state of the art computer programs such as Arcview, Autocadd, Sedcadd, etc to generate the required mapping, flow diagrams and other materials that may be required.
- Available resources (such as LLS, RPE, etc) to provide quality on ground survey and design work to facilitate the contract specifications
- Working knowledge of the coal mining industry, and reclamation practices.
- Familiarity and working knowledge of WV DEP/E-permitting process and the ability to conduct all applications through the e-permitting program.
- Staffing available to satisfactorily handle increased workload within specified time frame
- Ability to provide detailed weekly status reports to the assigned WVDEP representative.

**WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
OSR CONSULTANT QUALIFICATION QUESTIONNAIRE**

Attachment "B"

PROJECT NAME	DATE (DAY, MONTH, YER)	FEIN NUMBER																																					
1.FIRM NAME	2.HOME OFFICE BUSINESS ADDRESS		3.FORMER FIRM NAME																																				
4.HOME OFFICE TELEPHONE	5.ESTABLISHED (YEAR)	6.TYPE OWNERSHIP INDIVIDUAL CORPORATION PARTNERSHIP JOINT-VENTURE	6A.WV REGISTERED DBE (Disadvantaged Business Enterprise) YES NO																																				
7. PRIMARY OSR DESIGN OFFICE: ADDRESS/TELEPHONE /PERSON IN CHARGE/ NO. OSR DESIGN PERSONNEL EACH OFFICE																																							
8. PRINCIPAL OFFICERS OR MEMBER OF FIRM		8A. NAME, TITLE, & TELEPHONE – OTHER PRINCIPALS																																					
<p>9. PERSONNEL BY DISCIPLINE</p> <table style="width:100%; border:none;"> <tr> <td><input type="checkbox"/> ADMINISTRATIVE</td> <td><input type="checkbox"/> ECOLOGISTS</td> <td><input type="checkbox"/> LANDSCAPE ARCHITECTS</td> <td><input type="checkbox"/> STRUCTURAL ENGINEERS</td> </tr> <tr> <td><input type="checkbox"/> ARCHITECHS</td> <td><input type="checkbox"/> ECONOMISTS</td> <td><input type="checkbox"/> MECHANICAL ENGINEERS</td> <td><input type="checkbox"/> SURVEYORS</td> </tr> <tr> <td><input type="checkbox"/> BIOLOGISTS</td> <td><input type="checkbox"/> ELECTRICAL ENGINEERS</td> <td><input type="checkbox"/> MINING ENGINEERS</td> <td><input type="checkbox"/> TRAFFIC ENGINEERS</td> </tr> <tr> <td><input type="checkbox"/> CADD OPERATORS</td> <td><input type="checkbox"/> ENVIRONMENTALISTS</td> <td><input type="checkbox"/> PHOTOGRAMMETRISTS</td> <td><input type="checkbox"/> OTHER</td> </tr> <tr> <td><input type="checkbox"/> CHEMICAL ENGINEERS</td> <td><input type="checkbox"/> ESTIMATORS</td> <td><input type="checkbox"/> PLANNERS: URBAN REGIONAL</td> <td></td> </tr> <tr> <td><input type="checkbox"/> CIVIL ENGINEERS</td> <td><input type="checkbox"/> GEOLOGISTS</td> <td><input type="checkbox"/> SANITARY ENGINEERS</td> <td></td> </tr> <tr> <td><input type="checkbox"/> CONSTRUCTION INSPECTORS</td> <td><input type="checkbox"/> HISTORIANS</td> <td><input type="checkbox"/> SOILS ENGINEERS</td> <td></td> </tr> <tr> <td><input type="checkbox"/> DESIGNERS</td> <td><input type="checkbox"/> HYDROLOGISTS</td> <td><input type="checkbox"/> SPECIFICATION WRITERS</td> <td><input type="checkbox"/> TOTAL PERSONNEL</td> </tr> <tr> <td><input type="checkbox"/> DRAFTSMEN</td> <td></td> <td></td> <td></td> </tr> </table> <p>TOTAL NUMBER OF WV REGISTERDD PROFESSIONAL ENGINEERS IN PRIMARY OFFICE: _____</p> <p>*RPEs other than Civil and Mining must provide supporting documentation that qualifies them to supervise and perform this type of work.</p>				<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ECOLOGISTS	<input type="checkbox"/> LANDSCAPE ARCHITECTS	<input type="checkbox"/> STRUCTURAL ENGINEERS	<input type="checkbox"/> ARCHITECHS	<input type="checkbox"/> ECONOMISTS	<input type="checkbox"/> MECHANICAL ENGINEERS	<input type="checkbox"/> SURVEYORS	<input type="checkbox"/> BIOLOGISTS	<input type="checkbox"/> ELECTRICAL ENGINEERS	<input type="checkbox"/> MINING ENGINEERS	<input type="checkbox"/> TRAFFIC ENGINEERS	<input type="checkbox"/> CADD OPERATORS	<input type="checkbox"/> ENVIRONMENTALISTS	<input type="checkbox"/> PHOTOGRAMMETRISTS	<input type="checkbox"/> OTHER	<input type="checkbox"/> CHEMICAL ENGINEERS	<input type="checkbox"/> ESTIMATORS	<input type="checkbox"/> PLANNERS: URBAN REGIONAL		<input type="checkbox"/> CIVIL ENGINEERS	<input type="checkbox"/> GEOLOGISTS	<input type="checkbox"/> SANITARY ENGINEERS		<input type="checkbox"/> CONSTRUCTION INSPECTORS	<input type="checkbox"/> HISTORIANS	<input type="checkbox"/> SOILS ENGINEERS		<input type="checkbox"/> DESIGNERS	<input type="checkbox"/> HYDROLOGISTS	<input type="checkbox"/> SPECIFICATION WRITERS	<input type="checkbox"/> TOTAL PERSONNEL	<input type="checkbox"/> DRAFTSMEN			
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<input type="checkbox"/> DRAFTSMEN																																							
10. HAS THIS JOINT-VENTURE WORKED TOGETHER BEFORE? YES NO																																							

11. OUTSIDE KEY CONSULTANTS/SUBCONSULTANTS ANTICIPATED TO BE USED. Attach OSR "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
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NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ YES _____ NO
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE _____ YES _____ NO

12. A. Is your firm experienced in Special Reclamation remediation/ Mine Reclamation Engineering?

YES Description and number of projects: _____

NO

B. Is your firm experienced in soil analysis and coal refuse analyses?

YES Description and number of projects: _____

NO

C. Is your firm experienced in hydrology and hydraulics for handling mine water discharges on mining sites?

YES Description and number of projects: _____

NO

D. Does your firm produce its own aerial photography and development of contour mapping?

YES Description and number of projects: _____

NO

E. Is your firm experienced in design of highwall elimination, grading and material handling plans for land reclamation?

YES Description and Number of Projects: _____

NO

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

NAME & TITLE (Last, First, MI)	YEARS OF EXPERIENCE	
	YEARS OF OSR DESIGN EXPERIENCE	YEARS OF OSR RELATED DESIGN EXPERIENCE

Brief explanation of responsibilities

EDUCATION (Degree, year, specialization)

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, year, state)
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MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	REGISTRATION (Type, year, state)
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	YEARS OF OSR DESIGN EXPERIENCE	YEARS OF OSR RELATED DESIGN EXPERIENCE
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EDUCATION (Degree, year, specialization)		
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NAME & TITLE (Last, First, MI)	YEARS OF EXPERIENCE	
	YEARS OF OSR DESIGN EXPERIENCE	YEARS OF OSR RELATED 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 & LOCATION	NAME & ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
TOTAL NUMBER OF PROJECTS:		TOTAL ESTIMATED CONSTRUCTION COSTS: \$		

16. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS SERVING AS A SUBCONSULTANT TO OTHERS

PROJECT NAME, TYPE & LOCATION	NATURE OF FIRMS RESPONSIBILITY	NAME & ADDRESS OF OWNER	ESTIMATED COMPLETION DATE	ESTIMATED CONSTRUCTION COST	
				ENTIRE PROJECT	YOUR FIRMS RESPONSIBILITY

17. COMPLETED WORK WITH IN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD				
PROJECT NAME, TYPE & LOCATION	NAME & ADDRESS OF OWNER	ESIMATED CONSTRUCTION COST	YEAR	CONSTRUCTED (YES OR NO)

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

PROJECT NAME, TYPE & LOCATION	NAME & 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 Office of Special Reclamation.

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 _____