



**STATEMENT OF QUALIFICATIONS
MAPPING SERVICES**

RFQ No. DEP15704

**Mapping Services
for
Northern Counties
of
West Virginia**

PREPARED FOR:

**THE STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION**

ON BEHALF OF

**THE WEST VIRGINIA DEPARTMENT
OF ENVIRONMENTAL PROTECTION
OFFICE OF ABANDONED MINE
LANDS AND RECLAMATION**

PREPARED BY:

**FOX Engineering, PLLC
101 North Court Street
Ripley, WV 25271
www.FOXengineering.net**

Setting Goals...Raising Standards

January 31, 2012



January 31, 2012

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130



Carson's Corner Professional Building
101 North Court Street
Ripley, WV 25271

**WV Department of Environmental Protection
Office of Abandoned Mine Lands and Reclamation
Mapping Services for Northern Counties of West Virginia**

FOX Engineering, PLLC is pleased to submit this quotation to the Department of Administration Purchasing Division on behalf of the WV Department of Environment Protection Office of Abandoned Mine Lands and Reclamation to provide Mapping Services for northern counties of West Virginia.

FOX Engineering has a talented and diverse survey staff experienced in construction layout, boundary surveys, control surveys and topographic surveys. We are proficient in both conventional survey methods as well as GPS surveying. Our survey crews are equipped with TOPCON total stations in cooperation with TDS Survey Pro, a complete data collection and field computation software package. Survey crews are also outfitted with laptops to enable on the fly downloads and verification of field data prior to leaving the job site. Both MicroStation and AutoCAD mediums are available to accommodate any deliverable format which may be required.

FOX Engineering is a 100% Woman-owned business and is registered as a Certified Disadvantaged Business Enterprise with the West Virginia Department of Transportation's EEO Division for the following NAICS codes:

- 541330 *Engineering Consulting and Design Services*
- 541370 *Surveying and Mapping Services*

FOX Engineering holds a valid COA with the West Virginia Board of Professional Engineers (#C01241-00) and the West Virginia Board of Professional Surveyors (#12-5565) and has been classified as a HUBZone Business and a Small Business by the Small Business Administration.

As a West Virginia firm, we want to continue to serve West Virginia's citizens. Our employees grew up here, were educated here, and have the distinct privilege to work here so they can raise their families in our great state! If selected, all control surveys and topographic surveys will be performed out of our Ripley office, while the production of aerial photography and topographic mapping will be sub-contracted to Blue Mountain, Inc. Blue Mountain is solely owned and operated out of Burton, West Virginia and is also putting West Virginians to work on West Virginia projects. Blue Mountain is an industry leader,

providing many photogrammetric services including aerial topographic and planimetric mapping, surveying, orthophotos, aerial photography, LiDAR, airborne GPS, aero-triangulation, GIS and terrain modeling.

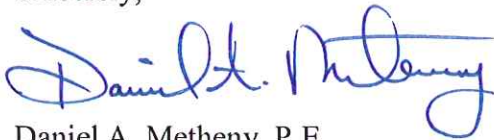
Blue Mountain employs two ASPRS Certified Photogrammetrists and many experienced compilers providing its clients with many years of experience. Six (6) VrTwo Softcopy Workstations, nine (9) VrOne Mapping Licenses, two (2) Vr Aero-triangulation Packages with Aerosys Adjustment, three (3) VrOrtho Licenses and three (3) VrMosaic Licenses allow Blue Mountain to produce deliverables in a quick and timely manner and meet demanding schedules. Both MicroStation and AutoCAD mediums are also available to accommodate any deliverable format which may be required.

Our cost accounting system is tediously maintained. Each employee assigns his or her time, expenses, phone calls, copies, etc to project codes. The data is entered into our accounting software to segregate and identify accumulating costs for each job.

At FOX Engineering we are continually "*Setting Goals...and Raising Standards*" in the engineering, surveying and construction communities. FOX Engineering strives to provide the highest level of customer service and client satisfaction. Enclosed herewith, you will find additional general information about our firm, as well as, resumes for each of the anticipated project team members that further demonstrates FOX Engineering's ability.

We appreciate your consideration of our quotation and look forward to the opportunity to work with the office of Abandoned Mine Lands and Reclamation. Please contact me should any question arise or if you require additional information.

Sincerely,



Daniel A. Metheny, P.E.
Engineering Division Manager
FOX Engineering, PLLC

Qualifications

1. *Individuals performing the work.*

FOX Engineering has the staffing and equipment necessary to complete any assignment and will commit the following staff to this project.

Jason L. Woods, P.S. (WV PS 2174)	Licensed Surveyor / Project Manager
Steven K. Sayre, SIT (WV SIT 79)	Crew Chief
Jason Elliott	Crew Chief
Joseph Facciani	Engineering Technician
Joseph Staats	Draftsman / Rodman
David Fisher	Rodman
Michael Fisher	Rodman

Blue Mountain has the staffing and equipment necessary to complete any assignment and will commit the following staff to this project.

Craig Fry, C.P. (ASPRS 1336)	Photogrammetrist / Project Manager
George D. Six, P.S. (WV PS 2000)	Licensed Surveyor
Adam Rine	Crew Chief
Colby Yost	Crew Chief
Dale Smith	Mapping Technician
Seth Lemley	Mapping technician
Brian Tennant	Mapping technician
Jamie Whitmer	Mapping technician
Corey Huggins	Draftsman
Pat Foly	Draftsman

2. *Similar Completed Projects.*

FOX Engineering performs numerous control surveys, boundary surveys and topographic surveys annually. The following is representative list of past experience with similar projects.

- **WVDOH 4th Street Bridge Project**
Annotate Aerial Mapping / Construction Control Survey
- **WVDOH VA Hospital Bridge**
Mapping Control Survey / Annotate Aerial Mapping / Construction Control Survey
- **WVDOH Blandville Bridge**
Annotate Aerial Mapping / Construction Control Survey
- **WVDOH Dunkard Beach T-Beam Bridge**
Topographic Survey / Construction Control Survey
- **WVDOH I-77 Fairplain I/C Bridge – Superstructure Replacement**
Topographic Survey / Construction Control Survey
- **WVDOH RHL Boulevard**
Annotate Aerial Mapping / Construction Control Survey
- **WVDOH Wellsburg Bridge Design Study**
Annotate Aerial Mapping

- **Neal Run Crossing – Commercial Site Development**
Mapping Control Survey / Annotate Aerial Mapping
- **Dominion Davis Compressor Station**
Topographic Survey / Construction Control Survey / Monumentation
- **Ripley Armed Forces Reserve Center**
13 Acre Topographic Survey / Construction Layout Survey

Blue Mountain prepares thousands of acres of topographic and planimetric mapping annually. The following is representative list of past experience with similar projects.

- **King Coal Highway**
100 Scale Topographic Mapping w/ 2' Contour Interval
- **Consol Energy Northern West Virginia Water Conveyance Systems (10,000+ Acres)**
100 Scale Topographic Mapping w/ 2' Contour Interval
- **Tygart Valley Pipeline (10,000+ Acres)**
100 Scale Topographic Mapping w/ 2' Contour Interval
- **Elkins, WV Windmill Project**
100 Scale Topographic Mapping w/ 2' Contour Interval
- **City of Bridgeport Sewer Improvements**
50 Scale Topographic Mapping w/ 2' Contour Interval

3. *Similar Current Projects.*

FOX Engineering has various survey projects on-going at this time. The following is a list of current similar projects.

- **WVDOH Wellsburg Ohio River Bridge**
Annotate Aerial Mapping / Constructio Control Survey
- **Various Marcellus Shale Gas Well Sites**
Mapping Control Survey / Annotate Aerial Mapping
- **Ashford Elementary School Addition**
Topographic Survey

Blue Mountain has various aerial mapping projects on-going at this time. The following is a list of current similar projects.

- **Various Marcellus Shale Gas Well Sites**
100 Scale Topographic Mapping w/ 2' Contour Interval

4. *Project Managers.*

FOX Engineering – Jason L. Woods, P.S. (WV PS 2174)

Blue Mountain – Craig Fry, C.P. (ASPRS 1336)

5. *Number of years performing this type of work.*

FOX Engineering was established in 2001 and has been providing surveying services to consultants, contractors, private individuals and government agencies for over eight years.

Blue Mountain was established in 1991 and has been providing aerial photogrammetry and topographic mapping to consultants, private corporations and government agencies for over six years across six different states.

Mr. Woods has over a decade of experience in construction layout, topographic surveys, horizontal and vertical control surveys, and residential boundary surveying. He has worked on several WVDOH design surveys including experience in optical alignment and leveling of aluminum rolling mills and overhead crane rails. Mr. Woods also has eleven years of AutoCAD experience related to the surveying field.

EDUCATION

Glenville State College – AS, Land Surveying Technology, 2000

REGISTRATION

Registered Professional Surveyor: WV (2174)

Registered Professional Surveyor: KY (3982)

RELEVANT BACKGROUND

WVDOH Design Surveys – Served as survey party crew chief on a variety of roadway and bridge design projects for the West Virginia Division of Highways. Representative projects include:

- Merritt Creek Bridge, Cabell County, WV
- Durhing Arch Bridge, Mercer County, WV
- Scotts Slab Bridge, Harrison County, WV
- Dunkard Beach Bridge, Monongalia County, WV
- Birch River Bridge, Webster County, WV
- Troy Bridge, Gilmer County, WV
- Swago Creek Bridge, Randolph County, WV
- RHL Boulevard Extension, Kanawaha County, WV
- Little Skin Creek Bridge, Lewis County, WV
- Fairplain I-77 Interchange Bridge, Jackson County, WV
- King Coal Highway, Mingo County, WV

Site Design Surveys - Served as survey party crew chief on a variety of site development and design projects for a variety of clients. Representative projects include:

- King's Daughters Medical Center, Ashland, KY
- Neal Run Crossing, Parkersburg, WV
- Sterling Ridge Dialysis Center, Harrison Co., Anmoore, WV
- Stoney Creek Subdivision, Kenna, WV
- Washington Woods Development, Ravenswood, WV
- Evansdale Estates, Evans, WV
- Ripley Armed Forces Reserve Center, Millwood, WV
- Duke and Duchess Station, Ripley, WV
- Marshall University Rec. Center, Huntington, WV
- Marietta Memorial Hospital, Marietta, OH
- AEP Bubble Reactor, Beverly, OH

MEMBERSHIPS, AFFILIATIONS AND HONORS

West Virginia Society of Professional Surveyors (WVSPS)



Mr. Sayre is a Registered Surveyor in Training with over 31 years of surveying experience. He has worked on a variety of surveying projects, including WVDOH design projects, ALTA/ACSM land title surveys, rural and residential boundary surveys, topographic surveys and construction layout. His experiences also include optical alignment and leveling of aluminum rolling mills and alignment of overhead crane rails. He has over 16 years of AutoCAD experience related to the surveying field.

REGISTRATION

Registered Surveyor in Training: WV (79)

RELEVANT BACKGROUND

WVDOH Design Surveys – Served as survey party crew chief on a variety of roadway and bridge design projects for the West Virginia Division of Highways. Representative projects include:

- Merritt Creek Bridge, Cabell County, WV
- Durhing Arch Bridge, Mercer County, WV
- Scotts Slab Bridge, Harrison County, WV
- Dunkard Beach Bridge, Monongalia County, WV
- East Huntington Bridge Survey
- W.V. Route 9, Martinsburg, WV
- King Coal Highway, Williamson, WV

Site Design Surveys - Served as survey party crew chief on a variety of site development and design projects for a variety of clients. Representative projects include:

- King's Daughters Medical Center, Ashland, KY
- Martinsburg Middle and High Schools
- Ripley Elementary School
- Kenna Elementary School
- Evansdale Estates, Evans, WV
- Ripley Armed Forces Reserve Center, Millwood, WV
- Duke and Duchess Station, Ripley, WV
- Marshall University Rec. Center, Huntington, WV

MEMBERSHIPS, AFFILIATIONS AND HONORS

West Virginia Society of Professional Surveyors (WVSPS)



Mr. Elliott has over 10 years of surveying experience. He has worked on a variety of surveying projects, including WVDOH design projects, ALTA/ACSM land title surveys, rural and residential boundary surveys, topographic surveys and construction layout. His experiences also include alignment of overhead crane rails. He has over seven years of AutoCAD experience related to the surveying field.

EDUCATION

Glennville State College-AS, Land Surveying Technology, 2003

RELEVANT BACKGROUND

WVDOH Design Surveys – Served as survey party crew chief on a variety of roadway and bridge design projects for the West Virginia Division of Highways. Representative projects include:

- Fairplain I-77 Interchange Bridge, Jackson County, WV
- King Coal Highway, Mingo County, WV

Site Design Surveys - Served as survey party crew chief on a variety of site development and design projects for a variety of clients. Representative projects include:

- King's Daughters Medical Center, Ashland, KY
- Evansdale Estates, Evans, WV
- Ripley Armed Forces Reserve Center, Millwood, WV
- Three Point Properties, Spencer WV
- CP Environmental, Kanawha County, WV

MEMBERSHIPS, AFFILIATIONS AND HONORS

West Virginia Society of Professional Surveyors (WVSPS)



Blue Mountain Aerial Mapping

11023 Mason Dixon Highway

Burton, WV 26562

Phone: (304) 662-2626

Fax: (304) 662-6501

Key Personnel:

Craig L. Fry CP

ASPRS Certified Photogrammetrist #1336

Extensive photogrammetric experience since 3/18/96

George D. Six

PA PLS # SU060786

WV PLS # 2000

Experience: 21 years of surveying, mapping and volume calculations

Mapping services and experience:

Planimetric and topographic mapping

Aerial photography

Airborne GPS

Volumetric Mapping

Terrain Modeling

Orthophotography

Aero-triangulation

Surveying services and experience:

GPS

Boundary surveys

Mine surveys

Subdivision plans

Permits

Construction layouts

Equipment used:

Mapping services and products are provided using the Vr family of products.

More information can be found at www.cardinalsystems.net.

Typically, aerial photography is taken with an airborne Zeiss DMC II camera with forward-motion compensation and a gyrostabilized platform.

Finished mapping is provided in AutoCAD and Microstation formats, among others.

Survey services are provided using TOPCON surveying equipment.

Sincerely,

A handwritten signature in black ink that reads "Craig L. Fry". The signature is written in a cursive, slightly slanted style.

Craig L. Fry

Bid Package



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
 DEP15704

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
FOX Engineering, PLLC
Carson's Corner Prof. Bldg.
101 North Court Street
Ripley, WV 25271

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
12/22/2011				

BID OPENING DATE: **01/31/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-52		
<p>OPEN END CONTRACT</p> <p>MAPPING SERVICES FOR NORTHERN COUNTIES OF WV</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ABANDONED MINE LANDS AND RECLAMATION IS SOLICITING BIDS FROM QUALIFIED VENDOR'S FOR A OPEN-END CONTRACT TO PROVIDE MAPPING SERVICES IN THE NORTHERN COUNTIES OF WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS AND THE VENDOR'S SUBMITTED AND ACCEPTED BID SCHEDULE.</p> <p>THESE MAPPING SERVICES WILL RESULT IN THE DEVELOPMENT OF CONTRACT DOCUMENTS FOR DESIGN & CONSTRUCTION PROJECTS THROUGHOUT THE NORTHERN COUNTIES OF WEST VIRGINIA INDICATED HEREIN.</p> <p>INQUIRES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS ON FRIDAY, JANUARY 13,2012. QUESTIONS MAY BE SENT VIA: USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE THAT NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTION WILL BE ANSWERED ORALLY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. 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).



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
DEP15704

PAGE
2

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

VENDOR

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101 North Court Street
Ripley, WV 25271

SHIP TO

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 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
12/22/2011				

BID OPENING DATE: **01/31/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>ADDRESS INQUIRIES TO:</p> <p>GUY NISBET DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV. 25305 FAX: 304.558.4115 EMAIL: GUY.L.NISBET@WV.GOV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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	(1) YEAR PERIODS.					
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

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BID OPENING DATE: **01/31/2012** BID OPENING TIME **01:30PM**

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DEP15704....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ... X ...</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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
 DEP15704

PAGE
 5

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

RFQ COPY


TYPE NAME/ADDRESS HERE
FOX Engineering, PLLC
Carson's Corner Prof. Bldg.
101 North Court Street
Ripley, WV 25271

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
12/22/2011				

BID OPENING DATE: **01/31/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE FOX Engineering, PLLC COMPANY January 31, 2012 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION</p>						

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SIGNATURE	TELEPHONE	DATE	
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/22/2011				

BID OPENING DATE: **01/31/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:-----GN-----						
RFQ. NO.:-----DEP15704-----						
BID OPENING DATE:-----01/31/2012-----						
BID OPENING TIME:-----1:30PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: FAX: (304) 372-4100-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): <u>Daniel A. Metheny / Engineering Division Manager</u> -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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State of West Virginia
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Request for Quotation

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25304 **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/22/2011				

BID OPENING DATE: **01/31/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEP15704 ***** TOTAL:						\$310,211.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**MAPPING SERVICES IN NORTHERN COUNTIES OF WEST VIRGINIA
OPEN-END CONTRACT
DEP15704**

Section A – Scope of Services

Background

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

Scope of Work

The scope of work shall include the development of detailed topographical mapping from field survey data, as well as aerial photography, design data surveys, the development of field survey information suitable and adequate for the development of detailed plans and specifications.

I. Specifications for Surveying and Mapping

A. Topographical Survey

- 1) Location of the physical features of the terrain and the various objects and obstructions both natural and man-made on and in the vicinity of the project site as directed in the project Work Directive.
- 2) Benchmarks and horizontal control shall be established outside of the anticipated limits of construction. The minimum requirements for installation of control shall be specified in the project Work Directive.
- 3) Field Surveys for Topographic Mapping – Field surveys will be conducted as needed to establish horizontal and vertical control data for preparation of the topographic map(s). The following specifications and stipulations will apply to field survey.
 - a. Horizontal traverses shall be closed. All angles shall be doubled and checked by comparing computed bearings with observed bearings. The difference between the deflection and angle and half of the double deflection angle shall not exceed 20 seconds. Horizontal direction shall be established from magnetic north.

- b. A baseline shall be established across or in close proximity to the site with permanent objects or hubs as directed in Item (e) below. Baselines may be established on pre-existing jeep trails, roads or utility rights of way on or in close proximity to the site. The maximum distance between baseline stations shall be located in such a way that at least two stations can be seen with an ordinary transit. This baseline can be worked in conjunction with the vertical and horizontal control.
- c. All field survey work shall be conducted on the public right of way where possible, however, the DEP shall obtain right of way on private property where needed.
- d. During the field survey, traverse stations shall be marked and referenced so that they can be readily re-established. A minimum of two reference points should be set and each horizontal change in the baseline. Traverse stations shall be marked by steel hubs flush with the ground surface and referenced by guard stakes or natural or identifiable permanent objects at the ground surface. The location and description of all traverse stations shall be accurately recorded in the notes. The markings on the guard stakes shall include the distance to the traverse stations, the line to the traverse station, and the station of the traverse station.
- e. Bench level traverses shall be of such precision that the error of closure (in feet) shall not exceed plus or minus 0.05 times the square root of the length of the traverse (in miles). The locations, description, and elevation of benchmarks shall be accurately recorded in the notes. The datum plane shall be that of the U. S. Coast Geodetic Survey or Geological Survey or West Virginia Coordinates Plan.

B. Topographic Mapping Using Aerial Photography

- 1) Aerial Photography – The photographs shall be made with a calibrated precision-type aerial camera in a vertical position. The successful bidder or their sub-contractor shall supply a copy of a current calibration certificate, issued by the National Bureau of Standards (USGS) or other competent testing organization, which is dated within the past twenty-four (24) months upon demand by the DEP. Any commercial aerial film with a fine-grain emulsion may be used. Altitude shall be the height above average ground required to achieve the accuracy listed in these specifications, not to exceed 4,800 feet.

The time for taking the photographs shall be such that the sky is clear of clouds and haze, streams are within their normal banks, deciduous trees and other vegetation are without leaves, and the ground is free from snow cover. The time for taking of photographs shall be further confined to that portion of the day when the sun is at its highest angle.

Contact prints shall be clean and free from chemical or other stains, blemishes, uneven spots, fog, and finger marks and shall be thoroughly washed to remove any chemical materials which would impair their permanency.

The entire project area shall have stereoscopic coverage within the usable distortion-free portion of the field of the lens. The overlap in the line of flight shall be no less than 45 percent nor more than 65 percent. Side overlap shall be no less than 25 percent.

At the completion of the work, the following shall be provided the contracting officer:

- a. Two sets of black and white 9" x 9" aerial photographs properly identified by site name and photo index number.
 - b. Three sets of color 9" x 9" aerial photographs (contact prints) properly identified by site name and photo index number without any additional manual markings.
 - c. All negatives of the aerial photograph.
 - d. Copies of cross-sections taken every 300 feet along the baseline to be plotted on cross-section paper and overlaid on cross-sections plotted from the mapping to verify the mapping accuracy.
 - e. Two computer disks containing all survey mapping and data compatible with a computer aided design system in AutoCAD (Version Release 17 or Engineer approved alternate).
- 2) Field Surveys – Field surveys will be conducted as needed to establish horizontal and vertical control data for preparation of the topographic map.
- 3) Topographic Mapping – Topographic drawings shall be on 24" x 36" standard map sheets. Every fifth contour line shall be accentuated with elevations noted. The topographic contour map(s) shall be prepared using stereo methods. The basic map shall be stereo plotted and mechanically transcribed to a scale of 1" = 100' with a contour interval of 2 feet unless otherwise specified by the DEP based on particular needs established due to the site specific circumstances.

The topographic drawings shall have included on them (lower right part of map) the following:

- The name of the project.
- Inserts showing location of all reference points.
- The location of the project (county map).
- Legend.
- Title block for approval signatures.
- Map Scale.

The various views required to be presented on the drawings shall be oriented in the following manner:

- a. If the mapping requires the use of two sheets or more, match lines will be used to relate the sheets together. If the use of more than two sheets is necessary, an additional sheet will be required with a reduced scale enabling the placement of the entire area on one sheet indicating how the sheets relate to each other.
- b. Each topographic sheet shall be oriented, whenever possible so the direction of stream flow is from the left to the right or from the top to the bottom of the sheet. Arrows indicating the direction of stream flow will be included. Spot elevations shall be shown to assist in determination of hilltops, saddles and road intersections. Each sheet shall contain a bar scale and a geodetic or polar north arrow.
- c. Physical Features – All physical features situated on the ground such as vegetation, rivers, ponds, lakes, small streams, rock outcrops, and other unusual features will be located and identified on the topographic map.
- d. Cultural Features – All cultural features such as houses, barns, buildings, commercial businesses, highways, railroads, bridges, pipelines, farm ponds, fences, electric power lines, telephone lines, utility lines, gas wells, and any other cultural features shall be located and identified on the topographic map. Specific features dealing with mining such as the limits of coal refuse, landslides if determinable, the location of strip mine highwalls and overburden, deep mine openings, both draining and dry and any other mining related feature must be located and identified on the topographic map. This requirement should be accomplished to the best degree possible without an actual detailed survey.
- e. All horizontal and vertical control points – to include permanent or temporary benchmarks, will be located and identified on the map. There shall be a minimum of four vertical points and three horizontal points.

- f. The precision of the topographic map for all areas within the actual project area shall not be less than the following:
- Average error shall not exceed $0.025 \times$ the scale of the map expressed in feet per inch.
 - Percentage error in scaled areas shall not exceed $0.05 \times$ scale of the map expressed in feet per inch.
 - Of points chosen at random, the percentage whose error in elevation exceeds one-half the specified contour interval shall not exceed 10 percent.
 - All maps shall be drawn to the limits as shown on the mapping outline for the individual areas.
- Note: Areas outside the actual project limits are to be as precise as conditions allow but will not be held to these limits.
- g. Symbols and abbreviations shall be in accordance with "Standard Map Symbols" published by the Soil Conservation Service, U. S. Department of Agriculture, January 1965.

Section B – Contractual Information & Requirements

I. Statement of Work

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

II. Location of Work

The area of work shall include the entire State of West Virginia. The counties listed below are the coal producing counties and those in parentheses represent where most of the work required in the contract is located.

"Northern" Counties

1. (Hancock)
2. (Brooke)
3. (Ohio)
4. Marshall
5. Wetzel
6. Tyler
7. (Monongalia)
8. (Preston)

9. (Marion)
10. Doddridge
11. (Harrison)
12. (Taylor)
13. Mineral
14. (Grant)
15. (Tucker)
16. (Barbour)
17. (Lewis)
18. (Braxton)
19. (Upshur)
20. (Webster)
21. Pocahontas
22. (Randolph)
23. Pendleton
24. (Gilmer)
25. Calhoun

III. Ordering Procedure

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

IV. Delivery

- A. The Offeror shall prepare, submit and deliver all original survey notes, mapping and additional drawings, etc. or calculations as may be requested by the specific Work Directive within the time frame established for the project. The submission of all preliminary documents or required revisions must also be accomplished within said time frame. Additional time will be given for completion of any revisions and to provide time for billings. Such time to be defined as the performance period. If these time frames are not met, the DEP may refrain from issuing further Work Directives and if a Contractor

persists in being late with submittals, the DEP may refuse to renew the Contractor's contract.

- B. The DEP will be responsible for obtaining any necessary rights of entry for purposes of performing field surveys to provide ground control for topographic mapping from aerial photography. The majority of this work should be done in public access areas such as highway right of way, etc. Additionally, any ground surveys will require the Contractor to identify to the DEP any areas requiring access so that the DEP may obtain Right of Entry for those areas.
- C. The work and services to be performed under this contract shall be subject to continuous monitoring and inspection by the State's authorized representatives. Such inspection will, among other things, ensure compliance. Final inspection and acceptance will be made by the DEP (Project Manager) or authorized representative(s).
- D. In accomplishing services to fulfill the requirements of Work Directives, neither the Contractor nor his Subcontractor shall create any adverse environmental effects, and shall be responsible for compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.
- E. Any Contractor shall be ineligible to bid on any aspect of the construction phase of a project if it prepared any part or aided in the preparation of any part of the contract documents for construction.
- F. DEP may retain ten percent (10%) of the Offeror's invoices until such time as the Assistant Director is satisfied that all of the conditions of the contract have been met. The Offeror must be responsible for taking any and all such measures as are necessary to correct any defect(s) arising out of the contract which are proven to be as a result of error(s) in the mapping. Such corrective action(s) shall be performed to the satisfaction of the Assistant Director.

V. Cost and Payments

- A. Payment to the contractor will be made on the basis of the items and unit prices outlined in the Purchase Order.
- B. The Offeror shall invoice after the completion of work specified in the Work Directive and after submission of all required work when the performance period is less than thirty (30) days. Invoices may be submitted monthly when the performance period exceeds 30 days. The State may retain 10 percent of each invoice to guarantee that all of the conditions of the contract have been met. This retainage may be held for a period of six (6) months and shall run from the date that construction on a project commences. However, final payment (except for any retainage which may be held) will only be made

after all work and reports specified in a Work Directive and this contract are delivered and accepted by the State. All invoices shall show labor, travel, other expenses incurred during the billing period and the work yet to be accomplished. Invoices showing costs not clearly identifiable will not be paid. No payment(s) will be authorized for any work incurred as a result of any error on the part of the Contractor.

Section C – Qualification Requirements & Evaluation Factors

I. Offeror Qualification Requirements

The Offeror shall demonstrate the capability of providing topographical, design data and construction surveys in accordance with U.S. National Map Standards. Minimum experience is two (2) years. To the extent possible the Offeror will utilize available aerial photography, aerial topographic maps or enlarged U.S.G.S. topographic maps and the information contained thereon, in lieu of developing maps from field surveys. All survey work described below shall be performed under the direction of a Licensed Land Surveyor, licensed or registered in the State of West Virginia, who will provide certified maps and/or drawings as directed in the specific project Work Directive.

During the performance of this contract, the Contractor agrees to follow and obey all Federal and State Laws and Regulations, etc.

The Offeror must meet the requirements listed below in order to be considered qualified to perform the work designated by this RFQ. Successful Offerors should have the following professional capabilities or staff available at the time of the bid:

- Licensed Land Surveyor;
- Competent Field Staff and Survey Crew;
- Professional Drafting Capabilities;
- Adequate Computer Aided Design Capabilities (AutoCAD Version Release 17 or Engineer approved alternate);
- Capacity to process and complete multiple projects within the designated time frames

Vendors must submit the following at the time of bid:

1. Names of individuals performing work including registration/licensing numbers.
2. List of similar projects completed by your firm (included past five (5)).
3. List of similar projects currently working on.
4. Name of Project Manager anticipated for this project.
5. Number of years your company has performed this type of work.

- II. The Contractor will be required to have knowledge or experience in the following areas:
 - A. Development of Topographic Mapping from Field Survey as well as from Aerial Photographs; the use of Subcontractors will be permitted under this contract for aerial photography work.
 - B. Boundary and Property Surveys;
- III. All work prepared under this contract must be performed under the direction and reviewed by a Licensed Land Surveyor and his or her stamp and signature must be affixed to the cover sheet of all contract documents.
- IV. On certain projects the Contractor shall obtain additional umbrella insurance liability coverage for no less than \$ 1,000,000.00 for bodily injury and property damage for each occurrence, and not less than \$ 1,000,000.00 aggregate. This coverage will be over and above the standard insurance coverage required on all projects, which is \$ 1,000,000.00 for bodily injury and property damage for each occurrence and not less than \$ 1,000,000.00 aggregate. Successful bidders will be required to provide a Certificate of Insurance or some form of certified proof that this insurance can be obtained on demand prior to the issuance of this contract. All employees of the Contractor and of Subcontractors engaged in the work of this contract shall be covered by West Virginia Workers' Compensation Insurance. Certificates shall be provided to DEP by the Contractor and Subcontractors showing compliance with the Workers' Compensation Laws of West Virginia.

**MAPPING SERVICES IN NORTHERN COUNTIES OF WEST VIRGINIA
OPEN-END CONTRACT
DEP15704
BID SCHEDULE**

The DEP reserves the right to request additional and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

Item No.	Quantity	Description	Unit Price	Amount
1.0	700	2 - Man Surveying Crew (per hour)	\$ 115.00	\$ 80,500.00
2.0	225	3 - Man Surveying Crew (per hour)	\$ 140.00	\$ 31,500.00
3.0	280	Aerial Photograph Production (per sheet)	\$ 225.00	\$ 63,000.00
4.0		Topographic Mapping from Aerial Photography (per acre)		
		(List only one rate for each Category)		
	500	0 - 50 Acres	\$ 19.00	\$ 9,500.00
	280	51 - 100 acres	\$ 12.75	\$ 3,570.00
	202	101 and up Acres	\$ 8.00	\$ 1,616.00
5.0		Professional Rates (listed Disciplines Only)(per hour)		
	250	Licensed Land Surveyor	\$ 75.00	\$ 18,750.00
	1100	CAD Operator	\$ 50.00	\$ 55,000.00
	200	Draftsperson	\$ 50.00	\$ 10,000.00
	125	Secretary	\$ 36.00	\$ 4,500.00
	150	Word Processor	\$ 36.00	\$ 5,400.00
6.0		Travel and Per Diem		
	125	Per Diem*	\$ 215.00	\$ 26,875.00
		* Includes Mileage @ \$0.555/Mile		
		* Includes Lodging @ \$75/Night		
		* Includes Meals @ \$35/Day		
				\$ 310,211.00

*These are estimated quantities for bidding purposes only.

Rev. 09/08

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: FOX Engineering, PLLCSigned: Date: January 31, 2012Title: Engineering Division Manager

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

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 exceeds five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: FOX Engineering, PLLC

Authorized Signature: *David H. McHenry* Date: January 31, 2012

State of West Virginia

County of Jackson, to-wit:

Taken, subscribed, and sworn to before me this 31st day of January, 2012.

My Commission expires April 15, 2020

AFFIX SEAL HERE

NOTARY PUBLIC *Melissa Riggs*





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
DEP15704

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
FOX Engineering, PLLC
Carson's Corner Prof. Bldg.
101 North Court Street
Ripley, WV 25271

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
01/24/2012				

BID OPENING DATE: 01/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM ISSUED TO PUBLISH Q&A'S RECEIVED AND AS ANSWERED BY THE AGENCY. BID OPENING DATE AND TIME REMAINS UNCHANGED. NO OTHER CHANGES. END OF ADDENDUM NO. 1						
0001	1	JB		962-52		
MAPPING SERVICES FOR NORTHERN COUNTIES OF WV						
***** THIS IS THE END OF RFQ DEP15704 ***** TOTAL:						<u>\$310,211.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. 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).

Questions for DEP15704

Mapping Services for Northern Counties of West Virginia

Q. 1) On page 3 of the scope of work it says to provide three sets of color 9" x 9" aerial photographs (contact prints) is performing this work digitally acceptable.

A. Yes, it is actually preferred.

Q.2) Will digital photography be accepted in lieu of analog photography?

A. Yes, since digital is the method commonly used now.

Q.3) You are requiring 400 neg analog, would 500 neg analog be acceptable?

A. This is probably a moot issue since digital is the preferred method.

Q.4) We are reviewing your requirements and have a question on the bidding schedule under item 3.0 What should be included in this as a "unit price"? We are guessing the cost of the aerial flight along with the production of contact prints.

A. First and foremost, the term "sheet" needs to be clearly defined. As it is it is not clear whether a sheet is considered to be the resulting print on 24" x 36" paper as per some specified scale, or the negative produced for stereo modeling by a click of the camera, or a single contact print, or something else altogether. Second, all costs associated with aerial photography need to be included in the unit price for this item. This would include the cost of the aerial flight along with the production of the photographs. The cost for digitizing should be included in Item 4.0, "Topographic Mapping Using Aerial Photography" which is proposed to be sub-contracted.

Q.5) Is the use of survey-grade GPS equipment acceptable in: (a) establishing the horizontal and vertical control, (b) establishing ground control for aerial mapping, and (c) topographic surveying?

A. Yes.

Q.6) Would the use of ground-based high definition scanning (HDS) be an acceptable means of performing topographic surveys or to supplement conventional surveying and aerial mapping? This would be beneficial for areas not captured by aerial mapping where access or safety might be an issue (i.e. highwalls, unstable ground or other unsafe conditions). Using this technology would allow the areas to be surveyed from a safe and suitable location.

A. Yes, the comment provided above is absolutely correct.