



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 480474

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0305

Vendor ID: 000000210853

SO Doc ID: FOR1900000002

Legal Name: LANDMARK FORESTRY LLC

Published Date: 8/8/18

Alias/DBA:

Close Date: 8/16/18

Total Bid: \$182,000.00

Close Time: 13:30

Response Date: 08/13/2018

Status: Closed

Response Time: 12:53

Solicitation Description: ADDENDUM 1 - TIMBER  
CRUISE/INVENTORY OF STATE

Total of Header Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 480474

**Solicitation Description :** ADDENDUM 1 - TIMBER CRUISE/INVENTORY OF STATE FORESTS

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-08-16 13:30:00	SR 0305 ESR08131800000000649	1

<b>VENDOR</b>
000000210853 LANDMARK FORESTRY LLC

**Solicitation Number:** CRFQ 0305 FOR1900000002

**Total Bid :** \$182,000.00      **Response Date:** 2018-08-13      **Response Time:** 12:53:56

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
--------------------------	---------------	-------------

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	FORESTRY MANAGEMENT (CAMP CREEK FOREST)	589.00000	EA	\$40.000000	\$23,560.00

Comm Code	Manufacturer	Specification	Model #
70151500			

**Extended Description :** CAMP CREEK FOREST-MAPPING AND COLLECTION (10X10" GRID)  
 \*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	FORESTRY MANAGEMENT (CALVIN PRICE)	1006.00000	EA	\$40.000000	\$40,240.00

Comm Code	Manufacturer	Specification	Model #
70151500			

**Extended Description :** CALVIN PRICE FOREST-MAPPING AND COLLECTION (10X10" GRID)  
 \*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	FORESTRY MANAGEMENT (COOPERS ROCK)	436.00000	EA	\$40.000000	\$17,440.00

Comm Code	Manufacturer	Specification	Model #
70151500			

**Extended Description :** COOPERS ROCK FOREST-MAPPING AND COLLECTION (10X10" GRID)  
 \*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	FORESTRY MANAGEMENT (GREENBRIER FOREST)	468.00000	EA	\$40.000000	\$18,720.00

Comm Code	Manufacturer	Specification	Model #
70151500			

**Extended Description :** GREENBRIER FOREST-MAPPING AND COLLECTION (10X10" GRID)  
 \*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	FORESTRY MANAGEMENT (KIMBRABOW FOREST)	911.00000	EA	\$40.000000	\$36,440.00

Comm Code	Manufacturer	Specification	Model #
70151500			

**Extended Description :** KIMBRABOW FOREST-MAPPING AND COLLECTION (10X10" GRID)  
 \*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	FORESTRY MANAGEMENT (SENECA FOREST)	1140.00000	EA	\$40.000000	\$45,600.00

Comm Code	Manufacturer	Specification	Model #
70151500			

**Extended Description :** SENECA FOREST-MAPPING AND COLLECTION (10X10" GRID)  
 \*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.



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

State of West Virginia  
 Request for Quotation  
 01 - Agricultural

Proc Folder: 480474

Doc Description: ADDENDUM 1 - TIMBER CRUISE/INVENTORY OF STATE FORESTS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-08-08	2018-08-16 13:30:00	CRFQ 0305 FOR1900000002	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Landmark Forestry LLC  
 PO Box 205  
 Harner WV 26372  
 304-269-4831

**FOR INFORMATION CONTACT THE BUYER**

Michelle L Childers  
 (304) 558-2063  
 michelle.l.childers@wv.gov

Signature X *Landmark Forestry LLC*  
*Michelle L Childers* FEIN # 55-0778314 DATE 8/13/18

All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION:**

Addendum

Addendum No. 1 issued to add estimated quantities to commodity lines.

End of Addendum

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Forestry to establish an open-end contract for timber cruise/inventory on approximately 45,500 acres of WV State Forests, in Mercer, Pocahontas, Greenbrier, Randolph, Monongalia and Preston, of Counties West Virginia.

INVOICE TO		SHIP TO	
ACCOUNTING FORESTRY DIVISION OF 7 PLAYERS CLUB DRIVE DIVISION OF FORESTRY CHARLESTON US	WV25311	RECEIVING FORESTRY DIVISION OF 1ST FLOOR 7 PLAYERS CLUB DR CHARLESTON US	WV 25311

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	FORESTRY MANAGEMENT (CAMP CREEK FOREST)	589.00000	EA	\$40.00	\$23,560.00

Comm Code	Manufacturer	Specification	Model #
70151500			

**Extended Description :**

CAMP CREEK FOREST-MAPPING AND COLLECTION (10X10" GRID)  
 \*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

INVOICE TO		SHIP TO	
ACCOUNTING FORESTRY DIVISION OF 7 PLAYERS CLUB DRIVE DIVISION OF FORESTRY CHARLESTON US	WV25311	RECEIVING FORESTRY DIVISION OF 1ST FLOOR 7 PLAYERS CLUB DR CHARLESTON US	WV 25311

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	FORESTRY MANAGEMENT (CALVIN PRICE)	1006.00000	EA	\$40.00	\$40,240.00

Comm Code	Manufacturer	Specification	Model #
70151500			

**Extended Description :**

CALVIN PRICE FOREST-MAPPING AND COLLECTION (10X10" GRID)  
 \*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

INVOICE TO		SHIP TO	
ACCOUNTING		RECEIVING	
FORESTRY DIVISION OF		FORESTRY DIVISION OF	
7 PLAYERS CLUB DRIVE		1ST FLOOR	
DIVISION OF FORESTRY		7 PLAYERS CLUB DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	FORESTRY MANAGEMENT (COOPERS ROCK)	436.00000	EA	40.00	17,440.00

Comm Code	Manufacturer	Specification	Model #
70151500			

Extended Description :

COOPERS ROCK FOREST-MAPPING AND COLLECTION (10X10" GRID)

\*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

INVOICE TO		SHIP TO	
ACCOUNTING		RECEIVING	
FORESTRY DIVISION OF		FORESTRY DIVISION OF	
7 PLAYERS CLUB DRIVE		1ST FLOOR	
DIVISION OF FORESTRY		7 PLAYERS CLUB DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	FORESTRY MANAGEMENT (GREENBRIER FOREST)	468.00000	EA	40.00	18,720.00

Comm Code	Manufacturer	Specification	Model #
70151500			

Extended Description :

GREENBRIER FOREST-MAPPING AND COLLECTION (10X10" GRID)

\*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

INVOICE TO		SHIP TO	
ACCOUNTING		RECEIVING	
FORESTRY DIVISION OF		FORESTRY DIVISION OF	
7 PLAYERS CLUB DRIVE		1ST FLOOR	
DIVISION OF FORESTRY		7 PLAYERS CLUB DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	FORESTRY MANAGEMENT (KIMBRABOW FOREST)	911.00000	EA	* 40.00	\$ 36,440.00

Comm Code	Manufacturer	Specification	Model #
70151500			

Extended Description :

KIMBRABOW FOREST-MAPPING AND COLLECTION (10X10" GRID)

\*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

INVOICE TO		SHIP TO	
ACCOUNTING		RECEIVING	
FORESTRY DIVISION OF		FORESTRY DIVISION OF	
7 PLAYERS CLUB DRIVE		1ST FLOOR	
DIVISION OF FORESTRY		7 PLAYERS CLUB DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	FORESTRY MANAGEMENT (SENECA FOREST)	1140.00000	EA	* 40.00	\$ 45,600.00

Comm Code	Manufacturer	Specification	Model #
70151500			

Extended Description :

SENECA FOREST-MAPPING AND COLLECTION (10X10" GRID)

\*\*ESTIMATED QUANTITIES ARE FOR BIDDING AND EVALUATION PURPOSES ONLY. THE QUANTITY MAY BE MORE OR LESS THAN THE ESTIMATED QUANTITY.

**SOLICITATION NUMBER: CRFQ FOR1900000002**

**Addendum Number: 01**

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To add estimated quantities to commodity lines.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal 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.

Landmark Forestry LLC  
Company

Richard J. Muehle  
Authorized Signature

8/13/18  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



REQUEST FOR QUOTATION  
Timber Inventory of State Forests

---

**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Forestry to establish an open-end contract for timber cruise/inventory on approximately 45,500 acres of WV State Forests, in Mercer, Pocahontas, Greenbrier, Randolph, Monongalia and Preston, of Counties West Virginia.

This was previously solicited as CRFQ FOR1900000001.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services;

2.2 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division;

2.3 **“Plot”** means specific location of inventory data collection;

2.4 **“Harvest history”** means location and year of previous timber management activity;

2.5 **“Improved recreation area”** means location of areas managed by DNR Parks sections that are off limits to commercial timber harvesting;

2.6 **“Compartment Boundaries”** means locations of management units within the forest;

2.7 **“DBH”** means Diameter at Breast Height. The standard method of expressing the diameter of the trunk or bole of a standing tree;

2.8 **“MHT”** means Merchantable Height of a tree. It describes the maximum height the tree is usable for lumber;

2.9 **“DIB”** means Diameter Inside the Bark. The measurement at a point on a tree or log that includes only wood;

2.10 **“GPS”** means Global Positioning System. The system is made possible by a group of satellites in earths orbit that transmit precise signals regarding location, speed, and time;

2.11 **“DOB”** means Diameter Outside the Bark. The measurement at a point on a tree or log that includes the bark of the tree.

2.12 **“PSP”** means Permanent Sample Plots;

**REQUEST FOR QUOTATION  
Timber Inventory of State Forests**

---

**2.13 "GIS" means Geographic Information System**

**3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications

**3.1.** Inventory will be performed by WV Registered Professional Forester and/or WV registered forest technicians and or Foresters/ Technicians in training in accordance with Chapter 30 Article 19 of the W.Va. code (<http://www.wvlegislature.gov/WVCODE/Code.cfm?chap=30&art=19#19> ). Vendor should provide proof of registration with their submitted bid response. This information may be required before award of contract;

**3.2.** Vendor or Vendor's supervisory staff assigned to this project, must have successfully completed projects that involved work similar to that described in the following specifications. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award;

**4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1 Pre-inventory mapping and field collection**

**4.1.1.1 Camp Creek State Forest:**

**4.1.1.1.1** Pre-inventory mapping and field collection of approximately 589 (PSP) Basal area factor 20 inventory points (10 by 10 square grid);



**REQUEST FOR QUOTATION  
Timber Inventory of State Forests**

---

**4.1.1.1.2** Final mapping & reporting must be completed within ten (10) months of award.

**4.1.1.2 Calvin Price State Forest:**

**4.1.1.2.1** Pre-inventory mapping and field collection of approximately 1,006(PSP) Basal area factor 20 inventory points (10 by 10 chain square grid);

**4.1.1.2.2** Final mapping and reporting must be completed within ten (10) months of award.

**4.1.1.3 Coopers Rock State Forest:**

**4.1.1.3.1** Pre-inventory mapping field collection of approximately 436(PSP) Basal area factor 20 inventory points (10 by 10 chain square grid);

**4.1.1.3.2** Final mapping and inventory must be completed within ten (10) months of award.

**4.1.1.4 Greenbrier State Forest:**

**4.1.1.4.1** Pre-inventory mapping, field collection of approximately 468(PSP) Basal area factor 20 inventory points (10 by 10 chain square grid);

**4.1.1.4.2** Final mapping and inventory must be completed within ten (10) months of award.

**4.1.1.5 Kumbrabow State Forest:**

**4.1.1.5.1** Pre-inventory mapping, field collection of approximately 911(PSP)Basal area factor 20 inventory points (10 by 10 chain square grid);

**REQUEST FOR QUOTATION**  
**Timber Inventory of State Forests**

---

**4.1.1.5.2** Final mapping and inventory must be completed within ten (10) months of award

**4.1.1.6 Seneca State Forest:**

**4.1.1.6.1** Pre-inventory mapping, field collection of approximately 1140 Basal area factor 20 inventory points (10 by 10 chain square grid);

**4.1.1.6.2** Final mapping and inventory. Must be completed within ten (10) months of award.

**4.1.2 State Forest Inventory Report Requirements at State Forest and Compartment levels:**

**4.1.2.1** State Forest Inventory Reports;

**4.1.2.2** Saw Timber Summary;

**4.1.2.3** Saw Timber Stand and Stock Tables;

**4.1.2.4** Product Summary;

**4.1.2.5** Saw Timber Statistical Summary;

**4.1.2.6** Pulpwood Summary;

**4.1.2.7** Digital Plot Information in excel format;

**4.1.2.8** ArcView Shapefiles of Plot locations with plot volumes.

**4.1.3 Field Data Collection Requirements:**

**REQUEST FOR QUOTATION**  
**Timber Inventory of State Forests**

---

**4.1.3.1** The cruisers initials, and the plot number generated by the GIS must be used while conducting field data collection.

**4.1.3.2** All GIS data will conform to the requirements set forth by Executive Order 12906 <https://www.archives.gov/files/federal-register/executive-orders/pdf/12906.pdf>. Specifically, all data must conform to National Standard for Data Accuracy and the ISO Standard for Metadata as adopted by the Federal Geographic Data Committee (FGDC).

**4.1.4 Plot Level Data: Vendor must provide following data for the Digital Plot Information Summary.**

**4.1.4.1** How many years since the last harvest.

**4.1.4.2** What type of harvest is needed during next harvest

**4.1.4.3** How many years until next harvest. 0-5, 6-15 16+ years

**4.1.4.4** Note any environmental hazards observed.

**4.1.4.5** Select appropriate time frame for next harvest

**4.1.4.6** Estimate in years on last fire damage

**4.1.4.7** How the fire affected the stand

**4.1.4.8** Select appropriate age classification for the stand. 0-15 years, 16-60 years, 61+

**4.1.5 Audit Plots**

**4.1.5.1** Vendor must provide WV Division of Forestry with cruise data bi-weekly when the project is active.

**REQUEST FOR QUOTATION**  
**Timber Inventory of State Forests**

---

**4.1.5.2** WV Division of Forestry has the right to conduct audit plots, within two weeks of data delivery, and will provide feedback to Vendor within two weeks of audit.

**4.1.5.3** Audits will focus on Plot Location, Plot Level Information and Tree data.

**4.1.5.4** Data entry errors are the following:

**4.1.5.4.1** Plot location that is off more than 1.5 chains;

**4.1.5.4.2** Species error;

**4.1.5.4.3** Incorrect tree count (**1.5' horizontal distance tolerance on in/out trees**);

**4.1.5.4.4** MHT more than 0.5 log difference;

**4.1.5.4.5** DBH difference of more than 0.2.

**4.1.6** **Tree Level Data: Each tree entered in the data collector will be given a species according to the following criteria:**

**4.1.6.1** Northern Red Oak (RO)

**4.1.6.2** White Oak (WO)

**4.1.6.3** Black Oak (BO)

**4.1.6.4** Chestnut Oak (CO)

**4.1.6.5** Scarlet Oak (SO)

**4.1.6.6** Black Cherry (BC)

**4.1.6.7** Sugar Maple (HM)

**REQUEST FOR QUOTATION  
Timber Inventory of State Forests**

---

**4.1.6.8 White Ash (WA)**

**4.1.6.9 Red Maple (SM)**

**4.1.6.10 Yellow Poplar (POP)**

**4.1.6.11 Basswood (BSW)**

**4.1.6.12 Elm (EL)**

**4.1.6.13 Cucumber (CUC)**

**4.1.6.14 Black Walnut (BW)**

**4.1.6.15 Sycamore (SYC)**

**4.1.6.16 Black Birch (BB)**

**4.1.6.17 Hickory HI Black Gum (BG)**

**4.1.6.18 American Beech (AB)**

**4.1.6.19 Hemlock (EH)**

**4.1.6.20 Black Locust (BL Misc).**

**4.1.6.21 Hardwoods (MC)**

**4.1.6.22 Pine (PINE)**

**4.1.7 Product Size Specification: All trees will be assigned one of the following grades for every 8-foot section:**

**4.1.7.1 Prime (PR) should be to 14" minimum DIB, or where merchantability ends;**

**4.1.7.2 Grade 1 should be down to 12" minimum DIB, or where merchantability ends;**



REQUEST FOR QUOTATION  
Timber Inventory of State Forests

---

4.1.7.3 Grade 2 should be down to 12" minimum DIB, or where merchantability ends;

4.1.7.4 Grade 3 should be down to 10" minimum DIB, or where merchantability ends

4.1.7.5 Low Grade should be down to 10" minimum DIB, or where merchantability ends;

4.1.7.6 Peelers should be down to 8" minimum DIB and is in 8' sections, or where merchantability ends;

4.1.7.7 Pulp should be down to 4" DIB, or where merchantability ends;

4.1.7.8 Pulp should be down to 4" DIB, or where merchantability ends;

4.1.7.9 Cull (C) is assigned to timber when rot has formed, etc. eliminates merchantability.

**4.1.8 Diameter Breast Height (DBH) Requirements:**

4.1.8.1 All live trees 5.0" DBH and greater will be given a DBH value;

4.1.8.2 Diameter measurements for each tree will be obtained from a diameter tape and recorded to the nearest 2" DBH class;

4.1.8.3 The DBH of any saw timber or pulpwood tree in the point must be measured with a diameter tape. Cull trees may be obtained by ocular estimate;

4.1.8.4 The Diameter of trees that have the Modified code may be estimated if diameter is unattainable by the cruiser.

**4.1.9 Merchantable Height (MHT)**

4.1.9.1 The minimum top diameter for hardwoods is 10" (DIB)

**REQUEST FOR QUOTATION  
Timber Inventory of State Forests**

---

**4.1.9.2** The minimum saw timber height for pine should be recorded strictly to an 8" top (DIB).

**4.1.9.3** Hardwoods must have a minimum 12" diameter class and greater to be issued a saw timber height value, yellow –poplar and cucumber can have minimum DBH of 10.0"

**4.1.9.4** Pine must have a minimum 10" diameter class and greater to be issued a saw timber height value

**4.1.9.5** Saw height will be recorded to the nearest half log and entered as follows: 15 for a 1.5 log tree.

**4.1.9.6** All merchantable heights will be measured with a laser hypsometer;

**4.1.9.7** Yellow-poplar & cucumber may have "Peeler" designations; these have to be at minimum of 8" DIB for top diameter & should be relatively straight & free of defect.

**4.1.10 Pulp Height**

**4.1.10.1** Pulpwood is recorded to a minimum top diameter of 4" (DOB);

**4.1.10.2** Pulpwood height will be recorded in 8' bolts;

**4.1.10.3** Minimum pulp height is two 8' bolts;

**4.1.10.4** Pulp maximum DBH is 22";

**4.1.10.5** All pulp heights will be measured with a laser hypsometer

**4.1.11 Plot Locations Requirements:**

**4.1.11.1** Plots will be located with GPS according to where they have been designated by GIS;

**4.1.11.2** A plot center must not be moved more than 2 chains;

REQUEST FOR QUOTATION  
Timber Inventory of State Forests

---

4.1.11.3 All plot changes must be noted on the cruise map;

4.1.11.4 All plot locations will be marked in the field with pink flagging at eye level;

4.1.11.5 Each flag at plot center will have the cruisers initials and plot number;

**4.1.12 Plot Procedure Standards:**

4.1.12.1 Each plot will begin due North of the plot center and tallied in a clockwise manner;

4.1.12.2 The cruiser will paint a number on each tree starting with the number one (1);

4.1.12.3 All borderline trees (excluding culls), should be measured for critical distance with slope adjustment;

4.1.12.4 Slope distance measurement should be made from plot center to the center of the tree. Slope percent should be taken from the same vertical intersection of the plot center that the slope distance was recorded on the tape, to the same height on the tree that the tape was pinned to;

4.1.12.5 If a borderline tree is checked, a check mark and the appropriate number should be placed upon the tree.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing a unit price per plot and multiplying the per plot price by the estimated required quantity. Vendor should complete the Pricing Page in full as failure to



REQUEST FOR QUOTATION  
Timber Inventory of State Forests

---

complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
  
7. **PAYMENT:** Agency shall pay in full at the completion of each individual forest, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the unit price listed on Vendor's bid, but such costs will not be paid by the Agency separately. **Vendor will be allowed use/ access of ATV and UTV's for performance of this contract.**
  
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
Timber Inventory of State Forests

---

**10 VENDOR DEFAULT:**

10.1 The following shall be considered a vendor default under this Contract.

10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

**11 MISCELLANEOUS:**

11.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Chad Westfall  
**Telephone Number:** 304-269-4831 ext 307  
**Fax Number:** 304-269-6300  
**Email Address:** chad@landmarkforestry.com



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Chad Westfall, Director of Forestry Operations  
(Name, Title)  
Chad Westfall, Director of Forestry Operations  
(Printed Name and Title)  
PO Box 205, Horner WV 26372  
(Address)  
304-269-4831, ext 307 ; 304-269-6300  
(Phone Number) / (Fax Number)  
chad@landmarkforestry.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Landmark Forestry LLC  
(Company)

Michael J. McWhorter, Managing Member  
(Authorized Signature) (Representative Name, Title)

Michael J. McWhorter Managing Member  
(Printed Name and Title of Authorized Representative)

8/13/18  
(Date)

304-269-4831 ; 304-269-6300  
(Phone Number) (Fax Number)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal 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.

Landmark Forestry LLC  
Company

Michael J. Newkirk  
Authorized Signature

8/13/18  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Landmark Forestry LLC

Authorized Signature: Michael J. Newcomb Date: 8/13/18

State of West Virginia

County of Lewis, to-wit:

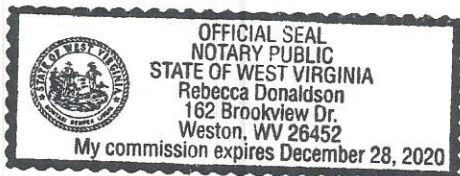
Taken, subscribed, and sworn to before me this 13<sup>th</sup> day of August, 2018.

My Commission expires December 28, 2018.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Rebecca Donaldson

*Purchasing Affidavit (Revised 01/19/2018)*





West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Landmark Forestry LLC Address: PO Box 205  
691 Stalnaker Addition  
Horner WV 26372

Name of Authorized Agent: Michael J McWhorter Address: PO Box 205 Horner WV 26372

Contract Number: \_\_\_\_\_ Contract Description: \_\_\_\_\_

Governmental agency awarding contract: \_\_\_\_\_

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. **Subcontractors or other entities performing work or service under the Contract**  
 Check here if none, otherwise list entity/individual names below.
2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**  
 Check here if none, otherwise list entity/individual names below.
3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**  
 Check here if none, otherwise list entity/individual names below.

Signature: Michael J McWhorter Date Signed: 8/13/18

**Notary Verification**

State of West Virginia, County of Lewis:

I, Michael J McWhorter, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 13<sup>th</sup> day of August, 2018.

My commission expires December 28, 2020.

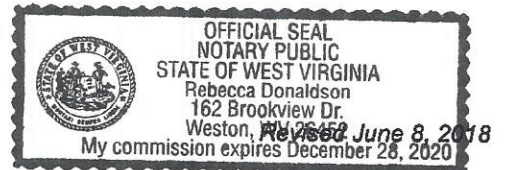
Rebecca Donaldson  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_





Registration  
No. [REDACTED]

THIS IS TO CERTIFY THAT  
**Michael J. McWhorter**

is a REGISTERED PROFESSIONAL FORESTER who  
has qualified for registration under Chapter 30, Article 19,  
Code of West Virginia for the Fiscal Year July 1, 2018 to  
June 30, 2019.

Dodwinton, Secretary  
State Board of Registration for Foresters