

DEP14385: Mapping Services for Northern Counties

***RFQ on behalf of WV Department of Environmental
Protection, Office of Abandoned Mine Lands and
Reclamation (WVDEP AML&R)***

October 20, 2008

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PROCUREMENT DIVISION
STATE OF WV

Presented To:

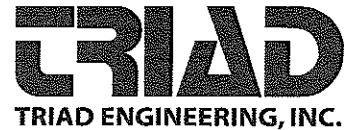
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Presented By:

Triad Engineering, Inc.
219 Hartman Run Road
Morgantown, WV 26505
(304) 296-2562
TRIAD Proposal #01-08-8269

TRIAD
TRIAD ENGINEERING, INC.

219 Hartman Run Road
Morgantown, WV 26505
Phone (304) 296-2562
Fax (304) 296-8739



October 20, 2008

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

ATTN: Mr. Chuck Bowman

Subject: RFQ Number DEP14385
Mapping Services for Northern Counties

Dear Mr. Bowman:

Triad Engineering, Inc. (TRIAD) is pleased to submit the enclosed bid package in response to the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and Reclamation's need for mapping services in the northern counties of West Virginia. The Project Manager and point of contact for this effort is Mr. Harold W. "Chip" Chambers. Mr. Chambers can be reached at (304) 296-2562, (304) 692-2597 or at cchambers@triadeng.com.

TRIAD is extremely proud of our performance under past contracts, including contracts we have held with the DEP. As of this date, over 400 AML&R projects have been undertaken by TRIAD. The vast majority of these projects have been successfully completed on time and within the proposed estimated cost.

As always, TRIAD will commit the necessary resources to meet the needs of this project. TRIAD continues to maintain and invest in staff and equipment necessary to provide comprehensive services for the successful completion of this project. We firmly believe the in-house resources available provide the State with the most favorable terms from a technical and cost standpoint. We highly value our working relationship with AML&R personnel, and will continue to strive for excellence in all we do.

We appreciate the opportunity to offer our services to you and hope we will be able to work together on this important project. Please do not hesitate to contact us should you have any questions regarding this submission or our firm's services.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold W. Chambers". The signature is fluid and cursive.

Harold W. "Chip" Chambers
Manager – Survey Services

A handwritten signature in black ink, appearing to read "Lydia M. Work". The signature is fluid and cursive.

Lydia M. Work
Branch Manager

Section 1: RFP and Required Forms

Including:

RFP Response Form

Bid Schedule

Vendor Preference Certificate

Purchasing Affidavit



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

Request for Quotation

RFQ NUMBER
DEP14385

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN
304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE
 Triad Engineering, Inc.
 219 Hartman Run Road
 Morgantown, WV 26505
 (304) 296-2562

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	FOB	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/21/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-52		
<p>MAPPING SERVICES FOR NORTHERN COUNTIES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S OFFICE OF ABANDONED MINE LANDS & RECLAMATION, IS SOLICITING BIDS FROM INTERESTED VENDORS QUALIFIED TO PROVIDE MAPPING SERVICES IN THE NORTHERN COUNTIES OF WEST VIRGINIA PER THE FOLLOWING SPECIFICATIONS, TERMS & CONDITIONS, BID REQUIREMENTS, SCOPE OF WORK, AND THE FOLLOWING 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>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-755-0721	DATE 10/21/2008
TITLE V.P.	FEIN 55-0592364	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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 (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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</p>						

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<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <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. 04/11/2001</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: DEP14385</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: N/A</p> <p>NO. 1 N/A.....</p> <p>NO. 2 N/A.....</p> <p>NO. 3 N/A.....</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4	N/A				
	NO. 5	N/A				
<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 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;"><i>Harold W. ...</i> SIGNATURE</p> <p style="text-align: center;">..Triad Engineering, Inc..... COMPANY</p> <p style="text-align: center;">...October 20, 2008..... DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: CB-23</p> <p>RFQ. NO.: DEP14385</p> <p>BID OPENING DATE: 10/21/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>---(304) 296-8739---</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>---Mr. Harold W. "Chip" Chambers---</p>						

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SPECIFICATIONS & SCOPE OF SERVICES
RFQ# DEP14385

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 subcontractor 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 or 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 Auto CAD (Version Release 14 and 2007).
- 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, 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 14 & 2007 minimum)

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 (include 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.

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: IRIAD ENGINEERING, INC. Signed: [Signature]

Date: October 20, 2008 Title: Branch Manager

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

RFQ# DEP14385

BID SCHEDULE

Company Name: TRIAD ENGINEERING, INCAddress: 219 HARTMAN RUN ROAD
MORGANTOWN WV 26505

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.0	60	2-Man Surveying Crew (per hour)	82 ⁰⁰	\$ 4,950 ⁰⁰
2.0	20	3-Man Surveying Crew (per hour)	115 ⁰⁰	\$ 2,300 ⁰⁰
3.0	50	Aerial Photograph Production (per sheet)	425 ⁰⁰	\$ 21,250 ⁰⁰
4.0		Topographic Mapping from Aerial Photography (per acre)		
		(List only one rate for each category)		
	25	0-50 Acres	69 ⁰⁰	\$ 1,725 ⁰⁰
	75	51-100 Acres	25 ⁰⁰	\$ 1,875 ⁰⁰
	101	101 and Up Acres	20 ⁰⁰	\$ 2,020 ⁰⁰
5.0		Professional Rates (Listed Disciplines Only) (per hour)		
	80	Licensed Land Surveyor	90 ⁰⁰	\$ 7,200 ⁰⁰
	30	CAD Operator	63 ⁰⁰	\$ 1,890 ⁰⁰
	30	Draftsperson	45 ⁰⁰	\$ 1,350 ⁰⁰
	8	Secretary	35 ⁰⁰	\$ 280 ⁰⁰
	8	Word Processor	35 ⁰⁰	\$ 280 ⁰⁰
6.0		Travel and Per Diem		
	7	Per Diem (Rate/Person/Day)	130	\$ 910 ⁰⁰
TOTAL				\$46,030⁰⁰

*Quantities listed for bid evaluation purposes only.

RFQ No. DEP14385STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: TRIAD ENGINEERING, INC.Authorized Signature: [Signature]Date: October 20, 2008

Section 2: Additional Information

Including:

Corporate Capabilities Overview
Project Manager / Key Personnel
Project Experience
Subcontractor Profile

Triad Engineering, Inc. Surveying Services

Triad Engineering, Inc. (TRIAD) has provided comprehensive engineering consulting services, including surveying, to West Virginia (WV) and the surrounding regions for more than 33 years. TRIAD was formed in 1975 in Morgantown, WV and has grown to employ more than 250 professionals in six offices across WV, Virginia, Maryland and Pennsylvania. Specializing in geotechnical, civil and mining engineering, surveying and mapping, environmental consulting, drilling and sampling, construction monitoring and inspection, laboratory testing, and other earth science disciplines, TRIAD maintains a well trained staff and provides an array of services to help its customers meet project requirements and reach their goals effectively and efficiently.

The Surveying Department in TRIAD's Morgantown office includes nearly 20 professionals with a wide range of experience, some spanning several decades. Overall, our group averages more than 14 years of experience with surveying and mapping projects, with customers including the WV Department of Environmental Protection (WVDEP), WV Department of Highways, West Virginia University, International Coal Group, and numerous other private and public organizations. For WVDEP's Office of Abandoned Mine Lands and Reclamation (AML&R), TRIAD's Surveying department has successfully completed over 100 projects in the past 15 years.

Key Personnel

Mr. Harold W. "Chip" Chambers will serve as the Project Manager and primary point of contact for this contract. Mr. Chambers has more than 25 years of diversified surveying experience, and has served as the Surveying Services Manager for TRIAD's Morgantown, WV office since 1984. His expertise includes topographic mapping, highway design surveys, surface and underground mine surveys and project administration. Mr. Chambers has performed engineering / design services for numerous environmental and reclamation projects. He has been active in numerous projects involving the mining industry, state and federal agencies. His duties as Surveying Manager involve client contacts, proposal preparation, contract negotiation, project coordination, document / data management, staff supervision, site reconnaissance, field surveys and data reduction. Finally, Mr. Chambers holds a B.S. in Mining Engineering from West Virginia University, is registered with the WV Association of Land Surveyors, and maintains annual OSHA HAZWOPER and MSHA certifications.

Mr. Ronald A. Talkington, P.S. will serve as a project manager and the licensed Professional Surveyor (WV No. 872) for this contract. Mr. Talkington has more than 25 years of diversified surveying experience, and has, during his tenure with TRIAD, served as a senior party chief, Professional Surveyor and Surveying Supervisor. Prior to his employment at TRIAD his experience ranged from rodman to party chief. Mr. Talkington's duties primarily involve construction and property surveys. He has experience in a wide range of survey-related project / client applications, including construction layout, pay item quantity calculation / verification, record research, property surveys and preparation of property plats and legal descriptions. Mr. Talkington also maintains annual MSHA and Railroad Roadway Workers certifications.

Recent Project Experience

- Tygart #1 Mine Block
 - Customer: International Coal Group
 - Location: Taylor County, WV
- Tygart #2 Mine Block
 - Customer: International Coal Group, Tygart Valley LLC
 - Location: Barbour and Taylor Counties, WV
- Berkeley County Mapping Project
 - Customer: L. Robert Kimball & Associates
 - Location: Berkeley County, WV
- Mt. Storm 25 and 25A Surveying and Mapping
 - Customer: WVDEP AML&R
 - Location: Mt. Storm (Grant County), WV
- Kempton Refuse & AMD Surveying and Mapping

- Customer: WVDEP AML&R
- Location: Tucker County, WV

Current Project Experience

- Johnstown Project
 - Customer: Patriot Mining Company, Inc.
 - Location: Harrison County, WV
- Tibbs Run (Perine) Landslide
 - Customer: WVDEP AML&R
 - Location: Sabraton, WV
- Wymer Portals & AMD / Davidson Highwall
 - Customer: Michael Baker, Jr., Inc.
 - Location: Monongalia County, WV
- Tygart #3 Mine Block
 - Customer: International Coal Group (Vindex Energy Corporation)
 - Location: Mt. Storm (Grant County), WV
- Stony River North Mine
 - Customer: Vindex Energy Corporation
 - Location: Mt. Storm (Grant County), WV

Subcontractor: Keddal Aerial Mapping

Keddal Aerial Mapping, a division of Kucera International Inc., will serve as a subcontractor to Triad on this project. Through the years, Triad and Keddal have performed numerous projects together, many for WVDEP AML&R, and have developed an excellent partnership.

Keddal Aerial Mapping provides comprehensive, professional spatial data acquisition, processing, and application services and, through a partnership with its parent facility, offers core expertise in aerial photography / remote sensing, surveying, digital photogrammetry, digital imaging, cadastral mapping, data conversion, and geographic information systems. Annually, Keddal contributes aerial photography, surveying and mapping for over 700 projects, covering areas ranging in size from a few acres to thousands of square miles. The average practical experience level of Keddal's staff is over 15 years each.

Contact Information:

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map@keddalaerial.com