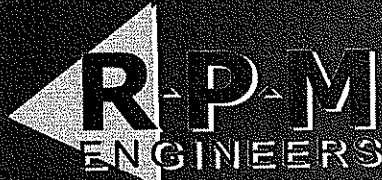


STONEWALL JACKSON RESORT STATE PARK
TIMBER PILE-SUPPORTED PEDESTRIAN BOARDWALK



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PURCHASING DIVISION
STATE OF WV



RPM Engineers, Inc.
400 Tracy Way, Suite 200
Charleston, WV 25311

Phone: 304-345-6712
Email: jbumgarner@rpmengineers.com

RPM PROPOSAL #480102 2009512

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Letter of Interest

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

Re: **Expression of Interest**

Stonewall Jackson Resort State Park
Timber-Pile Supported Pedestrian Boardwalk
Requisition #DNR209169

RPM Engineers is pleased to submit this *Expression of Interest* for providing the engineering services for the Timber Pile-Supported Pedestrian Boardwalk at Stonewall Jackson Resort State Park in response to your Requisition #DNR 209169 printed on April 31, 2009.

In accordance with the instructions given in the RFQ, we have presented our response in a concise format. We have presented a brief description of our corporate history, a description of our proposed project Design Team here in Charleston, WV, and our authorization of the No Debt Affidavit.

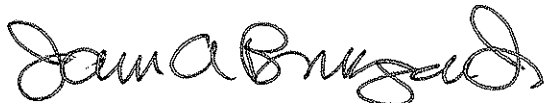
Our engineering and design staff is dedicated to providing quality and customer service. We pledge that if we are fortunate to be chosen to perform the engineering services for this project, that you and your staff would not be disappointed.

We have put together a dynamic group of professionals who are committed to quality, timeliness, and controlling costs. We have successfully completed many similar projects for the West Virginia DOT, Division of Highways and we would be grateful for the opportunity to provide the professional engineering services for this important project.

Please give us an opportunity to further demonstrate our qualifications, our proposed project plan, our enthusiasm, and our commitment to customer service during an oral interview.

Thank you for allowing our firm the opportunity to submit this *Expression of Interest!*

Most sincerely,



James A. Bumgarner, Jr., M.B.A., P.E.
Project Manager

Email: jbumgarner@rpmengineers.com

Corporate Overview

Company Background

RPM Engineers, Inc. (**RPM**) operates as a West Virginia corporation. **RPM** was established in 1992 and maintains and operates five offices in four states with the Corporate Headquarters being in Charleston, WV. Additional offices are operated in Columbus, OH, Richmond, VA, Lexington, SC, and Myrtle Beach, SC. Additional information can be obtained from the attached resumes or by visiting our website at www.rpmengineers.com.

RPM consists of Engineers, Land Surveyors and Inspectors that provide many years of experience in project management, survey, design and inspection. **RPM** currently has 62 employees of which 21 are registered Professional Engineers and Land Surveyors. **RPM** can handle multiple projects of any size with aggressive schedules. Our value to the client is our ability to provide expertise in a multitude of engineering disciplines. This diversity allows for a “Turn Key” approach on providing cost effective services for our clients.

WV Office:

Jamie Bumgarner, MBA, PE

Office Manager

RPM Engineers, Inc.

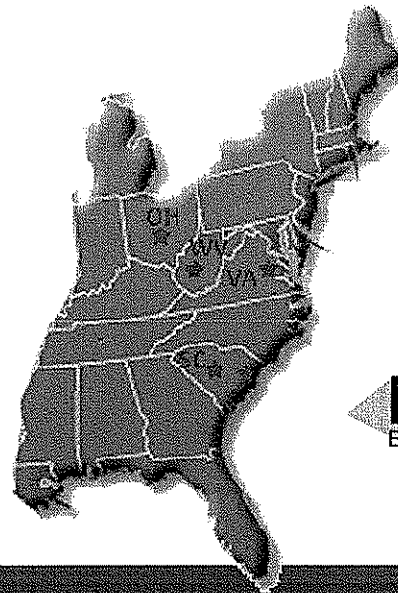
400 Tracy Way, Suite 200, Charleston, WV 25311

Phone (304) 345-6712

Fax (304) 345-6714

Mobile (304) 546-8173

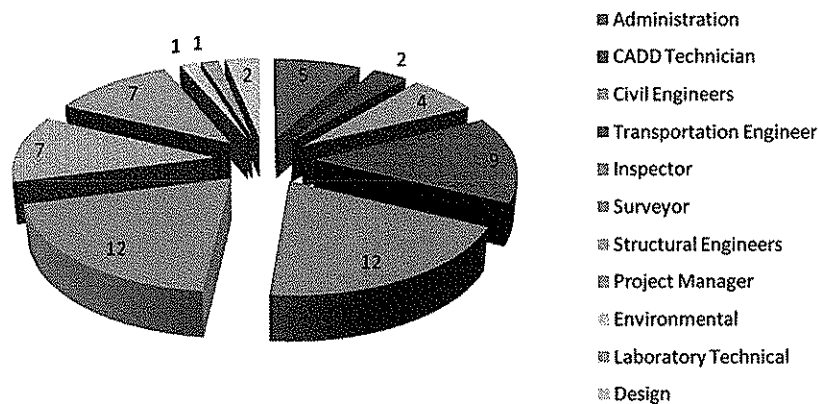
Email: jbumgarner@rpmengineers.com



Resources and Capabilities

RPM offers a diverse scope of services designed to compliment services associated with engineering design and construction projects. We believe our diversity gives us a unique advantage when managing a project from conception through design and construction. This unique advantage allows us to provide our client with a comprehensive overview of what to expect on their project.

Employees By Discipline



Certifications



RPM's ability to offer a "Turn Key" approach to our clients allows for a seamless transition between engineering tasks and develops a common project mission which promotes responsiveness and accountability.

What People are Saying About Us

RPM's mission to achieve 'Total Client Satisfaction' has been demonstrated by the feedback that we receive from our clients. Here are some of our most recent client testimonials.

- We performed several projects for the West Virginia Department of Transportation, Division of Highways District 5 in 2007 and 2008. These projects were located in Higgsinsville, Glengary, Gerrardstown, Tarico Heights, and on WV 51 just off the Inwood exit of I-81. These projects were completed on a very fast track schedule. This was our first job working directly for WVDOH, District 5. After completion, **RPM** received some of the highest compliments that we have ever received.

The District Bridge Engineer told us that in his 35 year career, that working with **RPM** was one of the biggest successes that he has experienced. He also wrote that "**RPM** did these jobs for us, and did very commendable work. Working with the folks at their firm has been a rewarding experience for us here in District 5"- Gary Klavuhn, District Bridge Engineer, WVDOH District 5, March 2008.

- We performed a design project for the Ohio Department of Transportation, District 7 in 2007. This was our first job for ODOT. After completion, **RPM** received the highest consultant rating for design services in modern ODOT history.

ODOT's Project Manager wrote in the consultant evaluation that "This was a pilot LRFD project for ODOT... **RPM** was always ahead of the game, and provided guidance on decisions...we were pleased with the work of the subconsultants, and never had to provide any direction to them... **RPM** turned in exceptional plans more than 30 days ahead of schedule... every submission was early, complete and of good quality." - Amy L. Schmidt, Project Manager, ODOT District 7 Contract Section, September 2007.

- We performed a construction inspection in early 2008 for one of our clients in South Carolina. The client told us that it was the “was the smoothest overhead inspection I have ever had”. In addition, he stated that “I must also include you and your team at **RPM** for all of your hard work in making for the successful Overhead Inspection Tuesday at NPES! Thanks for all you guys do. It is very much appreciated!” - Steven Howe, Project Manager, M. B. Kahn Construction Co., Inc., March 2008

These examples are only a few of many positive remarks that we have received from our clients. This feedback reinforces our commitment to customer service. We pledge that if we are fortunate to be awarded this project, we will deliver ‘Total Client Satisfaction’.

Proposed Project Team

Based on the technical expertise that is required for this project, we are proposing a design team that is headed by the following key personnel who have each demonstrated a high-level of technical competence on civil engineering assignments throughout West Virginia. Resumes of all our West Virginia staff have been included. All key personnel will be available to staff any project that RPM Engineers is selected to complete.

Richard E. Plymale, Jr., P.E., P.S., Contract Administrator – A registered Professional Engineer in the State of West Virginia, Mr. Plymale has over 22 years of bridge and roadway design, site development and construction inspection experience, ten years of which was acquired while employed with the West Virginia Division of Highways. As Chief Engineer, Mr. Plymale is responsible for all the projects completed by RPM Engineers. He has served as Project Manager on numerous projects, ranging from major four lane highways and large bridges to bridge inspection projects. As Contract Administrator, Mr. Plymale will oversee the preparation of the Scope of Work and any cost proposals prepared by RPM. He will also be responsible for any contract negotiations that may be associated with the project.

K.V. Balasubramanyam, Ph. D., P.E., QA/QC – A registered Professional Engineer in the State of West Virginia, Mr. Balasubramanyam (Bala) has 22 years of experience in structural and civil engineering. His bridge design, detailing and inspection experience encompasses nearly all types of prestressed concrete, steel and reinforced concrete bridges predominantly used in West Virginia. Mr. Bala has a very high success rate in completing all projects per schedule within the allocated budget with high quality. He has overseen the planning and implementation of a multitude of QA/QC plans and processes. Dr. Bala will be responsible for the QA/QC of all structural design activities.

James A. Bumgarner, Jr., P.E., Project Manager – A registered Professional Engineer in the State of West Virginia, Mr. Bumgarner has over nine years of civil engineering experience. As Project Manager for this project, he will be the point of contact with Division of Natural Resources staff. He will monitor the design schedule and will take all necessary measures to make certain that all agreed upon design schedules are met. These measures shall include staffing levels, staffing changes, and shifting of priorities. He will ensure that QC audits are performed as outlined in RPM's internal Project Design Quality Management Plan. He will maintain proper filing, coding, and maintenance of all project documentation in an organized fashion to make it retrievable during and after the project. He will manage all team

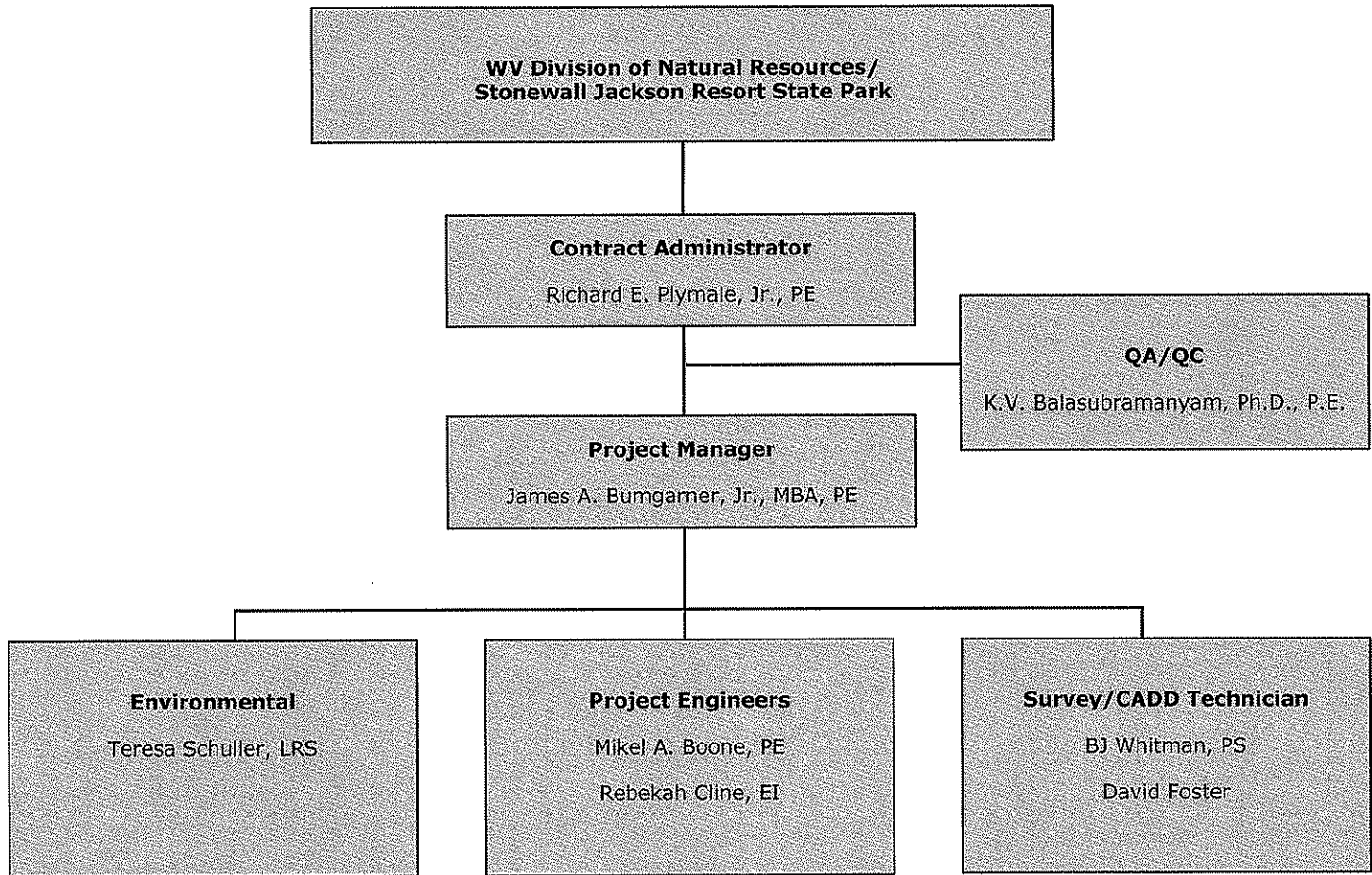
personnel and resources including design engineering subconsultants. These management activities include, but are not limited to assignment of responsibilities, oversight and evaluation of design quality and quantity, and review of billable hours.

Mikel A. Boone, P.E., Senior Structural Engineer – A registered Professional Engineer in the State of West Virginia, Mr. Boone has over eleven years of progressive bridge and retaining wall design experience, which includes one year as an employee with the West Virginia Division of Highways. Mr. Boone has prepared design studies and contract plans, performed structural analysis, and developed load ratings for several different types of bridges, including structures with lengths of up to 2,200 feet. He also has experience in field inspections and evaluation of existing structures. Mr. Boone is responsible for structural design activities including completing the projects on time and on budget.

Teresa Schuller, L.R.S., Environmental Manager – Mrs. Schuller will oversee the environmental aspects of the project. She will be responsible for the preparation of any necessary permit applications.

William “BJ” Whitman II, P.S. – A registered Professional Surveyor in the State of West Virginia, Mr. Whitman will be the Survey Manager for this project. Mr. Whitman is a third generation Professional Surveyor with over 15 years experience. He has worked on a variety of surveying projects; including WVDOH design projects, sewer and waterline extensions, ALTA/ACSM land title surveys, gas well locations, construction layout and topographic site surveys. He has over 10 years of AutoCAD experience related to the surveying field. Mr. Whitman also serves as the County Surveyor for Jackson County, West Virginia. He will be responsible for any field survey that may be required for the project.

Proposed Organization Chart



Resumes

Richard E. Plymale, Jr., P.E., P.S.

Chief Executive Officer, Contract Administrator

Education

M.B.A., Business Administration, 1994, West Virginia College of Graduate Studies

B.S. Civil Engineering, 1984, West Virginia University Institute of Technology

Professional Registrations

Registered Professional Engineer: WV, PA, OH, FL, KY, NC, GA

Registered Professional Surveyor: WV

Professional Experience

Mr. Plymale has over 22 years of bridge and roadway design, site development and construction inspection experience, ten years of which was acquired while an employee of the WVDOH. As Chief Engineer, Mr. Plymale is responsible for all the transportation projects completed by RPM Engineers. He has served as Project Manager on numerous projects, ranging from major four lane highways, large bridges to bridge inspection projects. Representative examples of Mr. Plymale's experience include the following assignments:

- **WV Route 10, Man to Rita, Logan County, WV:** Project Manager for the design of a four-mile section of a new four-lane highway near Man, WV for the WVDOH. The project includes three major structures. The Man bridges are 2200' long curved, welded plate girder twin structures designed using high performance steel. The Rita and Earling Bridges are very similar other than they are 1100' in length.
- **I-64 Design Study, Putnam County, WV:** Project Manager on a 5 mile design study for the widening of I-64 from Nitro to Elizabeth, WV. The project included 8 structures, one Kanawha River Structure, and 2 major interchange designs.
- **Milton Covered Bridge, Cabell County, WV:** Project Manager for the restoration of a historic structure. The project included the design of new foundations and abutments, and a complete analysis and design of the historic superstructure.
- **WVDOH Bridge Design Manual:** Project Manager over the development of the WVDOH Bridge Design Manual. This manual is used by all bridge designers that perform work for the WVDOH.
- **Hall Bridge, Barbour County, WV:** Project Manager for the design of a three (3) span, prestressed concrete structure for the WVDOH. The structure carries County Route 46/I over the Buckhannon River.

- **Peytona Bridge, Boone County, WV:** Project Manager for the design of a two (2) span, steel plate girder structure for the WVDOH. This structure carries WV Route 3 over the Big Coal River.
- **Elkins Bypass, US219 to Canfield, Randolph County, WV:** Project Manager for the design of a two mile section of new highway near Elkins, WV for the WVDOH. The project includes several structures.
- **Benton's Ferry Bridge Replacement, Marion County, WV:** Project Manager for the design of a 520' long prestressed concrete structure for the WVDOH. The structure carries County Route 64 over the Tygart Valley River and the CSX Railroad tracks.
- **Corinth Bridge, Preston County, WV:** Lead Bridge Engineer for the design of a three span, 200' long steel structure over the CSX railroad for the WVDOH.
- **Philippi Covered Bridge, Barbour County, WV:** Lead Bridge Engineer for the renovation of an historic covered bridge for the WVDOH (\$5 million).
- **Covered Bridge Study:** Project Review Engineer for the development of a condition survey of all covered bridges remaining in WV.
- **Robertsburg Bridge, Putnam County, WV:** Lead Bridge Engineer for the design of a 170' long, two-span concrete structure over Eighteen Mile Creek for the WVDOH. The structure consisted of prestressed concrete beams and integral abutments.
- **Hacker Valley Truss Bridge, Webster County, WV:** Lead Bridge Engineer for the design of a 135' long, single span steel prefabricated truss bridge over the left fork of the Holly River for the WVDOH.
- **Parsons Ford Bridge, Hardy County, WV:** Lead Bridge Engineer for the design of a 360' long, four-span steel structure over the south branch of the Potomac River for the WVDOH.
- **Hokes Mill Bridge, Greenbrier County, WV:** Lead Bridge Engineer for the design of a 160' long, two-span curved steel structure over Second Creek for the WVDOH.
- **Dry Branch Bridge, Kanawha County, WV:** Lead Bridge Engineer for the design of a 160' long, two span concrete structure over Cabin Creek for the WVDOH.

- **Nallen Bridge, Nicholas County, WV:** Design Engineer for the design of a 310' long, four span steel structure over the Meadow River for the WVDOH.
- **Bartow Bridge, Pocahontas County, WV:** Lead Bridge Engineer for the design of a two span 120' long, steel structure over the east fork of the Greenbrier River for the WVDOH.
- **Lower Pursley Bridge, Tyler County, WV:** Lead Bridge Engineer for the design of an 85' long, single span concrete structure over Pursley Creek for the WVDOH. The design included prestressed concrete beams and integral abutments.
- **Short Creek Bridge, Brooke County, WV:** Lead Bridge Engineer for the design of a 115' long, single span steel structure with integral abutments for the WVDOH.
- **Delbarton Bridge, Mingo County, WV:** Lead Bridge Engineer for the design of a 130' long single span steel structure over Pigeon Creek for the WVDOH.
- **Pisgah Bridge, Clay County, WV:** Design Engineer for the design of a three span, 275' long, steel structure over the Elk River. The design utilized semi-integral abutments.
- **Goff Bridge, Ritchie County, WV:** Lead Bridge Engineer for the design of a 190' long, two span steel structure over the south fork of the Hughes River for the WVDOH.

Kaveripatinam V. Balasubramanyam, Ph.D., P.E.
QA/QC

Education

Ph.D. in Civil Engineering, 1988, The Ohio State University, Columbus, Ohio.
M.Tech. in Civil Engineering, 1983, Indian Institute of Technology, Madras, India.
B.E. in Civil Engineering, 1981, Bangalore University, Bangalore, India.

Professional Registration

Registered Professional Engineer: WV, OH, IN

Professional Experience

Dr. Balasubramanyam (Bala) has 22 years of experience in structural and civil engineering. His bridge design, detailing and inspection experience encompasses nearly all types of prestressed concrete, steel and reinforced concrete bridges predominantly used in West Virginia. Dr. Bala has a very high success rate in completing all projects per schedule within the allocated budget with high quality. He has overseen the planning and implementation of a multitude of QA/QC plans and processes. Proficient in MERLIN-DASH, MDX, DISCUSS, TRAP, CON-SPAN & PC-BARS, Bridge Design/Load Rating Software; ENERCALC, STADD III, Structural Engineering Software; Quattro Pro and MS Excel; MS Word and WordPerfect; and AUTOCAD Version 2004, CECSTEEL and Microstation.

I-64 Kanawha River Bridge, Steel Alternative, I-64, Kanawha County, WV: Senior Bridge Engineer for the design of the curved steel plate girder approach spans for the I-64 Kanawha River Bridge. The west approach was a four span structure, 982 feet in length, and the east approach was a simple span structure, 210 feet in length. The approach spans were designed with the 2005 Interim (LRFD Curved Girder) of AASHTO's LRFD Bridge Design Specifications. Responsibilities included design check and plan development of all superstructure and substructure components.

- **Bridge No. 10361 Corridor H over Knobly Road, Grant County, West Virginia:** Senior Bridge Engineer for the design of a new four-span structure on Corridor H. The structure is 610' long continuous steel girder bridge with semi-integral abutments on drilled shafts and multi-column piers on drilled shafts. Responsibilities included design of plate girders and checking of abutments on drilled shafts and cap and column piers on drilled shafts.

- **Bridge No. 10360 Corridor H over Middle Fork Patterson Creek, Grant County, West Virginia:** Senior Bridge Engineer for the design of a new six-span structure on Corridor H. The structure is 1675' long continuous steel girder bridge with stub abutments on drilled shafts and T-type piers on spread footing. Responsibilities included design of hybrid plate girders and checking of load rating calculations.
- **Boone Bridge, WV Route 10, Logan County, WV:** Senior Bridge Engineer for the design of a simple-span prestressed concrete I-beam structure, 110 feet in length. Responsibilities included checking of girder design and drilled caisson supported abutments and plan check.
- **Bradley Bridge, WV Route 10, Logan County, WV:** Senior Bridge Engineer for the design of a simple-span prestressed concrete I-beam structure, 110 feet in length. Responsibilities included checking of girder design and drilled caisson supported abutments and plan check.
- **Bridge No. 10269 WV Route 10 Connector over Guyandotte River @ Earling, Logan County, WV:** The new structure is a five-span, 963' long continuous steel girder bridge with stub abutment on multi-row piles for rear abutment and semi-integral abutment on spread footing and T-type piers with single circular column. The single circular columns were 10' diameter, height ranging from 34' to 73' and were supported on either spread footing or pile foundation. HPS70W and 50W steel were used for the steel girders including hybrid design for the tangent spans.
- **C.R. 1/8 Over Harmon Creek and Conrail, Brooke County, WV:** The replacement structure was a three span 77 m long continuous composite steel beam bridge on a tangent to curve left alignment. The wall type semi-integral abutments and the cap and column piers were supported on piles.

GRE-FAY-35-26.20/0.00, Green and Fayette counties, Ohio: A total of three bridges were involved in this major roadway project:

FAY-35-0433 over Rattlesnake Creek involved a three-span, 115' long continuous reinforced concrete slab bridge with capped friction monotube pile substructure.

FAY-35-1543, CR95 over US 35 involved a two-span 280' long continuous composite steel girder bridge with integral abutments. Laminated elastomeric expansion bearings were used at the pier. The cap and column pier was supported on C.I.P. reinforced concrete piles with individual pile caps.

- **FAY-35-1626, Roadway "A" over US 35** involved a two-span 330' long continuous steel curved girder bridge with wall type abutments. The wingwalls are U-type and supported on three rows of piles. The curvature, a large skew angle of 56 degrees, and U-type abutments increased the complexity of design and detailing both the substructure and superstructure of this bridge.
- **DEL-37-23.06, Delaware County, Ohio:** The replacement structure was a three span 208' long continuous composite steel curved beam bridge with stub abutments. The abutment foundation consisted of new piles. The cap and column piers were supported on existing and new piles.
- **Black Road Over the Ohio Turnpike, Summit County, Ohio:** The replacement structure was a six span 432 feet long continuous composite steel beam bridge with stub abutments. The abutment foundation consisted of new steel piles. The cap and column piers were supported on proposed spread footing.

James A. Bumgarner, Jr., M.B.A., P.E.
Project Manager

Education

A.A.S., CADD, 1995, West Virginia State College, High Honors
B.S., Civil Engineering, 1998, West Virginia University, Magna cum Laude
M.B.A., Business Administration, 2003, Marshall University

Professional Registrations

Registered Professional Engineer: SC, WV, OH

Professional Experience

Mr. Bumgarner brings over eleven (11) years of civil engineering experience to this project. As a civil/hydraulic engineer, Mr. Bumgarner has performed various duties associated with the preparation of plans, specifications, and estimates for various projects including; drainage design, roadway design, geometric layout, utility relocation design, maintenance of traffic, signing and marking, plan preparation/presentation, and detailed quantity/cost estimates.

Specific drainage design experience includes: hydrologic procedures, pavement/deck drainage, inlet spacing computations, channels, culverts, storm drains, erosion and sediment control ponds, storm water management, hydraulic river analysis utilizing HEC-RAS, preparation of Hydrology and Hydraulics (H&H) reports, evaluating scour at bridges, and temporary construction access/causeway design including riprap sizing. Representative examples of assignments include:

- **Category Six Bridge Program, WVDOT District 5 and District 8:** The lead Roadway/Hydraulic Engineer for these five bridge replacement projects. Responsibilities include completion of the roadway design, plan preparation, permit documents, and the bridge hydraulic analysis using HEC-RAS and the preparation of a final hydraulic report. These projects were designed for the WVDOH on a fast track schedule.
- **SHE-47-11.52, ODOT District 7:** The lead Roadway/Hydraulic Engineer for this project completing the roadway design, plan preparation, and permit documents. Responsibilities also include the bridge hydraulic analysis using HEC-RAS and the preparation of a final hydraulic report. This project was given the highest consultant evaluation score for design that has been awarded by ODOT in the previous seven years.
- **Highlands Interior Access Road, Ohio County, WV:** One of the lead designers responsible for many aspects of the roadway design and plan development for the preliminary and final design of a four lane Rural Collector through mountainous terrain to connect the new Interchange with The Highlands development near Triadelphia, WV. This 1.4 mile long project includes grading, drainage, paving, signing, and pavement markings. The total volume of excavation for this project was nearly 3M cubic yards. This project has a total construction cost estimated at over \$11M.

- **Cabela Drive Extension, Ohio County, WV:** One of the lead designers responsible for many aspects of the roadway design and plan development for the preliminary and final design of a five lane Urban Collector to connect the new Highlands Interior Access Road to the existing Cabela Drive within the Highlands development and near Triadelphia, WV. This 800 foot long project includes grading, drainage, paving, lighting, signing, and pavement markings. This five lane segment is drained utilizing Combination Curb and Gutter along each side of the roadway. This project has a total construction cost estimated at over \$500,000.
- **WV Route 10, Man to Rita, Logan County, WV:** One of the lead designers responsible for many aspects of the roadway design and plan development for the preliminary and final design of a 4.2-mile section of divided arterial through mountainous terrain. This project was comprised of eight construction projects and one right-of-way project. This project had total project construction cost estimates over \$100M and included major grading including cut and fill benches, paving, major and minor drainage, erosion and sediment control, including sediment basins, coordination with utilities, MSE walls, water and sewer line relocations, river hydraulics, causeway design, signing and marking design, MOT, NPDES permitting, and many other aspects of roadway design.
- **Rum Creek Bridge, Logan County, WV:** Prepared preliminary and final hydraulic report including hydraulic analysis, scour analysis, and causeway design including riprap sizing.
- **I-64 Widening, Nitro to Crooked Creek, Putnam County, WV:** Design Team Member for the preliminary design of a 3.64 mile section of freeway widening and bridge replacement on Interstate 64 including detailed typical section layout, maintenance of traffic, grading, major and minor drainage, utility relocations, pavement marking, design study report preparation, and NPDES permitting.
- **19th Street Overpass, Cabell County, WV:** Lead Design Engineer for the preliminary and final design of a 0.3 mile section of freeway widening and bridge replacement on Interstate 64 including detailed maintenance of traffic plans with crossover operations, grading, drainage, roadside design, pavement marking, R/W plans, design exception preparation, and NPDES permitting.
- **Corridor H, Scherr to Forman, Grant County, WV:** Design Team Member for the preliminary design of a 2.3-mile section of divided arterial through mountainous terrain including preliminary right-of-way and construction plan development. Tasks include, but not limited to major and minor drainage design, erosion and sediment control, including sediment basins, roadside design, and watershed map preparation detailing disturbed forest lands for various agencies.
- **Elkins Bypass, US 219 to Canfield, Randolph County, WV:** Design Team Member for the preliminary and final design of a 2.5-mile section of divided arterial and interchange including right-of-way and construction plan development. This section extends a new alignment in mountainous

terrain from US 219 to US 33. Tasks include, but not limited to grading design including cut and fill benches, major and minor drainage, erosion and sediment control, including sediment basin design with multi stage pipe inlet structure.

- **Bentons Ferry Bridge – Marion County, WV:** Design Team Member for the roadway portion of the design of a bridge replacement structure carrying County Route 64 over the Tygart Valley River and the CSX Railroad. Tasks on this project included minor grading, drainage, paving, sewer line relocation, and box culvert design.
- **Peytona Truss Bridge, Boone County, WV:** Design Team Member for the roadway portion of the design of a new bridge structure carrying WV Route 3 over the Big Coal River. This project was constructed in 2000 and involved minor grading, drainage design, and right of way plans. Estimated total project construction costs over \$1.7M.
- **Western Parkway Improvements, Charles County, MD:** Responsible for Hydrology and Hydraulics (H&H) Study for a new stream crossing using two 12' precast box culverts. This design required peak discharge estimations using NRCS TR-55, culvert design utilizing FHWA HY-8, and floodplain analysis using USACE HEC-RAS.
- **Hamilton Road Culvert, Charles County, MD:** Responsible for Hydrology and Hydraulics (H&H) Study to provide options for improving the capacity of an existing stream crossing and eliminate or lower flood elevations in an adjacent community. This design required peak discharge estimations using NRCS TR-55, culvert design utilizing FHWA HY-8, and floodplain analysis using USACE HEC-RAS.

Mikel A. Boone, P.E.
Senior Structural Engineer

Education

B.S., Civil Engineering, 1997, West Virginia Institute of Technology

Professional Registrations

Registered Professional Engineer: WV, OH, SC

Professional Experience

Mr. Boone has ten years of bridge design experience, which includes one year as an employee with the West Virginia Department of Transportation. He has prepared design studies and contract plans, performed structural analysis, and developed load ratings for several different types of bridges, including structures with lengths of up to 2,200 feet. He also has experience in field inspections and evaluations of existing structures. Representative examples of his experience include the following project assignments:

- **I-64 Kanawha River Bridge, Steel Alternative, I-64, Kanawha County, WV:** Project Manager and Lead Structural Engineer for the design of the curved steel plate girder approach spans for the I-64 Kanawha River Bridge. The west approach was a four span structure, 982 feet in length, and the east approach was a simple span structure, 210 feet in length. The approach spans were designed with the 2005 Interim (LRFD Curved Girder) of AASHTO's LRFD Bridge Design Specifications.
- **Boone Bridge, WV Route 10, Logan County, WV:** Project Manager and Lead Structural Engineer for the design of a simple-span prestressed concrete I-beam structure, 110 feet in length. Responsibilities included a line girder analysis, design of the beams and their details, design of drilled caisson supported abutments, and the design of a drilled caisson supported 110-foot retaining wall.
- **Bradley Bridge, WV Route 10, Logan County, WV:** Lead Structural Engineer for the design of a simple-span prestressed concrete I-beam structure, 106 feet in length. Responsibilities included a line girder analysis, design of the beams and their details, design of drilled caisson supported abutments, and the design of a drilled caisson supported 106-foot retaining wall.
- **Earling Bridge, WV Route 10 Connector, Logan County, WV:** Design Engineer for the design of a five span continuous steel plate girder superstructure, spanning the Guyandotte River, 955 feet in length. Responsible for the design and analysis of the single column piers supported by steel piles and spread footings.
- **Walker Bridge, WV Route 10 Connector, Logan County, WV:** Design Engineer for the design of a three span prestressed concrete I-beam superstructure 354 feet in length. Responsibilities included a line girder analysis and the design of the beams and their details.

- **Patrick Street Bridge, US Route 60, Kanawha County, WV:** Design Engineer for the rehabilitation of a truss bridge consisting of 23 approach spans, three deck truss spans, and one through truss. Assisted in the analysis of the trusses, approach spans, and performed the load rating.
- **Man Bridge, WV Route 10, Logan County, WV:** Design Engineer for the design of twin 12 span curved steel plate girder superstructures, spanning the Guyandotte River, totaling 2,200 feet in length. Performed a three-dimensional finite element analysis of the structure and was responsible for the design of the steel plate girders, including the use of high performance steel.
- **Hartman Run Bridge Inspection, Monongalia County, WV:** Inspector for the inspection of a 375-foot reinforced concrete bridge that includes a 150-foot open spandrel deck arch, which spans Hartman Run. Assisted in performing an In-Depth Periodic inspection in accordance with the West Virginia Bridge Inspection Standards and the AASHTO Manual for Condition Evaluation of Bridges.
- **Webster Bridge, US 119, Taylor County, WV:** Design Engineer for the design of a three span steel rolled beam continuous superstructure, 260 feet in length, spanning a CSX Railroad line. Responsibilities included a line girder analysis and the design of the beams.
- **High Street Bridge Inspection, Monongalia County, WV:** Inspector for the inspection of a ten span steel deck truss, spanning Decker's Creek, totaling 537 feet in length. Assisted in performing an In-Depth Periodic inspection in accordance with the West Virginia Bridge Inspection Standards and the AASHTO Manual for Condition Evaluation of Bridges. The structure required rigging for access and a tension test for a "Dywidag" thread bar system retrofit to the bottom chord of one span of the truss.
- **McMullen Bridge, Tyler County, WV:** Design Engineer for the West Virginia Division of Highways. Responsible for the design of a simple-span prestressed concrete I-beam structure, 92 feet in length.
- **Rocky Hollow Bridge, I-77, Mercer County, WV:** Design Engineer for the West Virginia Division of Highways. Responsibilities included the design of a repair for a deteriorated concrete pier cap and developing the traffic control scheme to accommodate the repair work.
- **Williamstown Interchange Bridge, I-77, Wood County, WV:** Design Engineer for the West Virginia Division of Highways. Developed repair plans for expansion device replacements on twin interstate bridges.

Rebekah Cline, E.I.
Civil Engineer

Education

B.S. Civil Engineering, 2004, West Virginia University Institute of Technology

Experience

Mrs. Cline joined RPM Engineers in April 2008 as a Design Engineer. Mrs. Cline has four years of bridge and roadway design experience. Representative examples of her experience include the following assignments:

- **Beech Fork Concrete Beam Bridge, Wayne County, WV:** Generated preliminary layout of bridge.
- **Dickson Dam Roadway, Wayne County, WV:** Designed timber lagging walls along County Route 52/68.
- **Corridor H, Grant County, WV:** Generated preliminary layout of geometry and MSE Walls of a proposed bridge crossing Greenland Road and WV Route 93.
- **Kennedy Interchange, Jefferson County, KY:** Engineer tasked to review the bridge geometries and perform structural reviews of a number proposed interstate structures for an est. \$1 billion project in Louisville, KY.
- **US 68-North South Connector, Mason County, KY:** Designed two box culverts and prepared contract documents for the new constructions of 22, 682 ft of roadway.
- **Industrial Park Access Road, Clay/Leslie County, KY:** This project entailed the construction of an access road from the Daniel Boone Parkway to the current Industrial Park. She calculated/checked the geometry for a proposed bridge and concrete box culvert. She also prepared quantity take-offs and advanced situation folders for both.
- **Winchester/Clark County Industrial Authority, Clark County, KY:** Generated preliminary layout of geometry of a proposed bridge over Strodes Creek Tributary.
- **KY 876, Madison County, KY:** Calculated quantity take-offs for a large concrete box culvert. This project included the improvement of 2 miles of roadway by realigning an existing curve.

- **Cyrus Creek Pony Truss Bridge, US Route 60, Cabell County, WV:** This project entails the replacement of the existing pony truss bridge that crosses CSX Railroad with a proposed bridge approximately 100' south and requires 2475' of roadway to complete the project. For this project, Mrs. Cline researched deeds, laid out right of way limits, completed signing and pavement marking plans. She designed drainage pipes and ditches. As well as, completing a drainage report. She also completed right of way plans including an asbestos inspection and deed descriptions.
- **Dickson Dam Truss Bridge, County Route 52/5, Wayne County, WV:** This project entails the replacement of the existing 174' truss with a proposed bridge approximately 100' downstream and requires 400' of roadway to complete the project. For this project, Mrs. Cline designed maintenance of traffic plans including signing and pavement markings. She designed drainage pipes and right of way take. She also completed a drainage report, asbestos inspection, and deed descriptions.
- **Corridor H-Bismarck to Foreman, Grant County, WV:** This project includes 1.7 miles of new 4-lane, an 800' structure, and a 600' structure. For this project, Mrs. Cline worked on the design of pavement block cross sections. She calculated end area quantities for cross sections of pavement blocks, seeding and mulching, and clearing and grubbing. She worked on drainage plan views by preparing the final layout of all pipes and ditches. She also completed deed descriptions for all parcels containing right of way take.

Teresa A. Schuller, L.R.S.
Environmental Manager

Education

B.S., Chemistry, Eastern Illinois University, 1979
M.S., Chemistry, West Chester University, 1983

Continued education in specialized training and management courses
ISO 9000 Quality Training
OSHA 40 hour certification (HAZWOPER).
OSHA HAZWOPER Instructor
Project management training courses, including PSMJ.

Professional Registrations

West Virginia Licensed Remediation Specialist, LRS 174

Professional Experience

Ms. Schuller brings more than twenty-eight years of experience in environmental research, state, and consulting experience. As an analytical chemist, research included organic and inorganic compounds fate and degradation in soil, surface water, sediment, and ground water. Project management of multifaceted domestic and international mergers and acquisition projects. Management of manuals preparation (PPC, SPCC, Spill response, ground water protection plan, etc.). Conducted environmental and OSHA training.

Managed more than 1,000 telecommunications tower siting projects in West Virginia, Kentucky, Ohio, and Virginia. Prepared Regulation 13 air application for various industries and Title V application for landfill. Tier II and III air submission for industries. Managed and prepared ACOE permits for a variety of projects. Assist concrete and timber industries with storm water permitting and DMR compliance. Project manager for various general civil engineering projects and construction management. Responsible for permitting and construction management of housing authority redevelopment projects and energy sector – compressor station.

Fourteen years of applicable risk assessment work conducting and managing over 100 various types of risk assessments for industry and PRP committees. Managed, prepared, and defended CERCLA and RCRA risk assessments. Representative examples of assignments include:

- Site Remediation oversight for three WVDOH facilities, including CAP preparation, groundwater monitoring, ORC applications, and soil excavation with UST removals.
- Managed more than 1,000 telecommunications tower siting projects. Tasks included ESAs, NEPA Checklists, NEPA, SHPO, THPO, EAs, and FCC clearances.

- Conducted a multi-site HUD Phase I Environmental Site Assessment for Charleston Public Housing. The Phase I ESAs were completed in conformance with the scope and limitations of the Veteran Affairs - Environmental Compliance Method and ASTM Standard E1527-05. Conducted an environmental evaluation and Phase I site assessment of a former school for the proposed Douglass Center retirement housing renovation project. The project was funded in part by HUD. The project included analytical sampling for lead paint and asbestos throughout the three story building. The analytical data and remediation recommendations were presented to the client in a report.
- Manager and senior auditor for more than 600 property transfer/due diligence site assessments. Clients include major telecommunications companies, banks, public companies, and industry.
- Provided an environmental evaluation and Phase I site assessment of the former Westmoreland School in Huntington, West Virginia. Analytical sampling for asbestos and recommendations for remediation were provided for what is now the Huntington Senior Center. This project was funded in part by HUD.
- Conducted Phase I site assessment and preparation of HUD forms for several waterline extension projects. Clients were County Commissions, RDAs, West Virginia American Water Company, and the West Virginia Development Office.
- Managed and conducted more than 300 multi faceted domestic and international mergers and acquisition projects with EHS compliance audits on tight schedules and budgets.
- Managed wetland permitting and mitigation aspects of projects for commercial and residential developers.
- Managed and prepared more than 100 projects related to CERCLA, RCRA, focused, or cleanup level risk assessments for industrial clients.
- Conducted seminars on environmental issues for clients/associations.
- Tier II, Form R preparation, Reg. 13 air permitting, and minor modifications to Title V permit for several industrial clients.
- Storm water sampling, analysis, and DMR preparation for several concrete and timber companies.
- Groundwater statistical analysis and reporting for a West Virginia landfill.
- Title V permitting and Compliance assistance for new solid waste landfill.

William “BJ” Whitman II, P.S.
Professional Surveyor

Professional Registrations

Registered Professional Surveyor: WV (2005), KY (3566), PA (61964)

Professional Experience

Mr. Whitman is a third generation Professional Surveyor with over 15 years experience. He has worked on a variety of surveying projects; including WVDOH design projects, sewer and waterline extensions, ALTA/ACSM land title surveys, gas well locations, construction layout and topographic site surveys. He has over 10 years of AutoCAD experience related to the surveying field. Mr. Whitman also serves as the County Surveyor for Jackson County, West Virginia.

- **Site Design Surveys** - Served as survey party crew chief and survey manager on a variety of site development and design projects for a variety of clients. Representative projects include:
 - King’s Daughters Medical Center, Ashland, KY
 - Thomas Memorial Hospital, Charleston, WV
 - Robert C. Byrd Clinic expansion, The West Virginia School of Osteopathic Medicine, Lewisburg, WV
 - VA Hospital, Beckley, WV
 - Kanawha County Emergency Ambulance Authority
 - Chief Logan State Park
 - Gilbert Middle & High Schools
 - Hedgesville Elementary and High Schools
 - Charleston Middle and High Schools
 - Ripley Elementary School
 - Tri-State Greyhound Park
 - Walker Machinery – various sites

- **Sewer and Waterline Design Surveys** - Served as survey party crew chief on a variety of sewer and waterline projects for a variety of public service districts. Representative projects include:
 - Guthrie Public Service District, Charleston, WV
 - Chestnut Ridge Public Service District, Philippi, WV
 - Crab Orchard Public Service District, Beckley, WV
 - Flatwoods Public Service District, Sutton, WV
 - Craigsville Public Service District, Craigsville, WV
 - Town of Oceana, WV
 - Town of Mason, WV
 - Town of Camden on Gauley, WV

- West Virginia American Water, Poca River Road
- **Regional Jail Sites** – Served as survey party crew chief for the design mapping, boundary survey and layout of an entire regional jail construction project. Representative projects include:
 - Central Regional Jail, Sutton, WV
 - Northern Regional Jail, Moundsville, WV
 - North Central Regional Jail, Greenwood, WV
 - South Central Regional Jail, Charleston, WV
 - Southern Regional Jail, Beaver, WV
 - Southwestern Regional Jail, Holden, WV
- **Cellular Tower Site Construction and Collocation Surveys** – Served as survey party crew chief for the site layout and construction drawing for various cell tower location. Representative projects include:
 - Crown Castle International
 - Divine Tower International
 - SBA Towers
 - AT&T Wireless
 - Nextel
 - Ntelos
- **Gas Well Locations** – Served as survey party crew chief & Survey Manager for the staking of proposed gas well locations, as well as production of well plats and reclamation plans. Representative projects include:
 - Cabot Oil and Gas Company
 - Hard Rock Exploration
 - Eastern American Energy

Training

- 40 Hour HAZWOPER Training
- Moving to MicroStation Training Course – E3 Synergy, Pittsburgh, PA March 2004
- GEOPAK Survey Training Course AEC Cadcon; Columbus, Ohio, March 2005

Memberships, Affiliations, and Honors

West Virginia Society of Professional Surveyors (WVSPS)



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
 DNR209169

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

VENDOR

RPM ENGINEERS, INC.
 400 Tracy Way, Suite 200
 Charleston WV 25311

SHIP TO

DIVISION OF NATURAL RESOURCES
 STONEWALL JACKSON STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 1, BOX 0
 ROANOKE, WV
 26423 269-0523

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/13/2009				

BID OPENING DATE: 05/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-00-00-001		
ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING EXPRESSIONS OF INTEREST FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR A TIMBER PILE-SUPPORTED PEDESTRIAN BOARDWALK SYSTEM FOR STONEWALL RESORT STATE PARK LOCATED IN ROANOKE WV, PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV. DEADLINE FOR TECHNICAL QUESTIONS IS APRIL 22, 2009 AT 4:00 PM. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. EXHIBIT 10 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NOS. : NO. 1 N/A NO. 2 N/A						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 		TELEPHONE 304-345-6712	DATE 5/11/09
TITLE Office Manager	FEIN 26-1416241	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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

Request for Quotation

RFP NUMBER
 DNR209169

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

PROPERTY

RPM ENGINEERS, INC.
 400 Tracy Way, Suite 200
 Charleston WV 25311

SHIP TO

DIVISION OF NATURAL RESOURCES
 STONEWALL JACKSON STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 1, BOX 0
 ROANOKE, WV
 26423 269-0523

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/13/2009				

BID OPENING DATE: 05/12/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 3			N/A			
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 THE 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>.....<i>Jam A Pouggen</i>.....SIGNATURE RPM Engineers, Inc.COMPANY 5/11/09.....DATE</p> <p>REV. 11/96</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>REV. 1/2005</p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jam A Pouggen* TELEPHONE: 304-345-6712 DATE: 5/11/09
 TITLE: Office Manager FEIN: 26-1416241 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

RFO NUMBER
 DNR209169

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ADDRESS: CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

PROCUREMENT

RPM ENGINEERS, INC.
 400 Tracy Way, Suite 200
 Charleston WV 25311

SHIP TO

DIVISION OF NATURAL RESOURCES
 STONEWALL JACKSON STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 1, BOX 0
 ROANOKE, WV
 26423 269-0523

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/13/2009				

BID OPENING DATE: 05/12/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <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: 44</p> <p>REQ. NO.: DNR209169</p> <p>BID OPENING DATE: 05/12/09</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: 304-345-6714</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: JAMES A. BUMGARDNER, JR.</p> <p>-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jama Bumgardner* TELEPHONE: 304-345-6712 DATE: 5/11/09
 TITLE: Office Manager FEIN: 26-1416241 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFO, 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
 DNR209169

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

VENDOR

RPM ENGINEERS, INC.
400 Tracy Way, Suite 200
Charleston WV 25311

SHIP TO

DIVISION OF NATURAL RESOURCES
 STONEWALL JACKSON STATE PARK
 ATTN: PARK SUPERINTENDENT
 ROUTE 1, BOX 0
 ROANOKE, WV
 26423 269-0523

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/13/2009				

BID OPENING DATE: 05/12/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNR209169 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

Revised July 26, 2007

EXPRESSION OF INTEREST
Stonewall Jackson Resort State Park
Timber Pile-Supported Pedestrian Boardwalk
DNR# 209169

Part 1 **GENERAL INFORMATION**

1.1 **Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest (EOI) for West Virginia Division of Natural Resources, Parks and Recreation Section, "Agency", from qualified firms to provide architectural/engineering services as defined in section two (2) and three (3).

1.2 **Project:**

The mission or purpose of the project described in sections 2 & 3 is to provide professional engineering services pursuant to the following objectives:

Provide necessary professional engineering and related services to design and construct a Timber Pile-Supported Pedestrian Boardwalk at Stonewall Jackson Resort State Park, in Lewis County, West Virginia.

1.3 **Format: N/A**

1.4 **Inquiries:**

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Frank Whittaker, Senior Buyer
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The firm, or anyone on the firm's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the EOI. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

1.5 **Vendor Registration:**

Firms participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. Firm is not required to be a registered vendor in order to submit an EOI, but the **successful firm must** register and pay the fee prior to the issuance of an actual contract.

1.6 **Oral Statements and Commitments:**

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm's representatives and any State personnel are **not** binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

1.7 **Economy of Preparation:**

EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.

1.8 **Labeling of the Sections:** The response sections should be labeled for ease of evaluation.

1.9 **Submission:**

1.9.1 State law requires that the original expression shall be submitted to the Purchasing Division. All copies to the Purchasing Division must be submitted **prior** to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.

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

Submit:

One original plus (2) convenience copies to:
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

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

Buyer: 44
Req#: DNR209169
Opening Date: 05/12/09
Opening Time: 1:30 PM

1.10 Rejection of Expressions:

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

1.11 Incurring Costs:

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

1.12 Addenda:

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

1.13 Independent Price Determination:

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

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

1.15 Public Record:

1.15.1 Submissions are Public Record.

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

1.15.2 Written Release of Information.

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

1.15.3 *Risk of Disclosure.*

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

1.16 **Schedule of Events:**

Release of the EOI	04/12/2009
Firm's Written Questions Submission Deadline.	04/22/2009
Addendum Issued	Week of 04/27/2009
Expressions of Interest Opening Date	05/12/2009
Estimated Date for Interviews	TBD

1.17 **Mandatory Prebid Conference: Not Applicable**

1.18 **Bond Requirements: Not Applicable**

1.19 **Purchasing Affidavit:**

West Virginia State Code §5A-3-10a (3) (d) requires that all firms submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit **must** be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI.

PART 2

OPERATING ENVIRONMENT

2.1 **Location:** Agency is located at the following address:

West Virginian Division of Natural Resources
Parks and Recreation Section
1900 Kanawha Boulevard, East
Charleston, WV 25305

Facilities where work will be performed:

Stonewall Jackson Resort State Park
149 State Park Trail
Roanoke, WV 26447-8264

2.2 Background:

The Division of Natural Resources leases and operates facilities at Stonewall Jackson Resort State Park through its concessionaire, Benchmark Hospitality, Inc. There are similar Timber Pile-Supported Pedestrian Boardwalk Systems constructed on the Park.

The Division of Natural Resources desires to construct an additional similar system to connect the campground to the lodge complex crossing two fingers of Stonewall Jackson Lake. Professional services will be necessary to effectively plan and design this system.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

Provide described services in accordance with applicable state code and accepted engineering standards.

3.2 Project Description:

Provide professional engineering services pursuant to the following objectives:

Provide necessary professional engineering and related services for the design and construction of a Timber Pile-Supported Pedestrian Boardwalk System, connecting the existing campground to the lodge complex.

The professional engineering services desired include those necessary to effectively plan for the most effective and economical system, necessary design of the system, production of bidding documents and construction contract administration including but not limited to, the evaluation of submittals necessary to insure compliance with the design parameters, and other necessary and related services as may be determined during the scope and fee negotiations of this

agreement. Additionally, procurement of necessary environmental and other regulatory permits will be required, including but not limited to the Division of Culture and History and the US Army Corps of Engineers, and the Division of Environmental Protection.

3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds:* N/A

3.3.2 *Insurance Requirements:* \$1,000,000 Professional Liability
Workers Compensation Certificate upon award

3.4 General Terms and Conditions:

By signing and submitting the EOI, the successful firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

3.4.1 *Conflict of Interest:*

Firm affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The firm further covenants that in the performance of the contract, the firm shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.4.2 *Prohibition Against Gratuities:*

Firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.4.3 *Certifications Related to Lobbying:*

Firm certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

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

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the firm shall complete and submit a disclosure form to report the lobbying.

Firm agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.4.4 Vendor Relationship:

The relationship of the firm to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The firm as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this EOI and resulting contract. Neither the firm nor any employees or contractors of the firm shall be deemed to be employees of the State for any purposes whatsoever.

The Firm shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

The Firm shall hold harmless the State, and shall provide the State and Agency with a defense against all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The firm shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.4.5 Indemnification:

The firm agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the firm, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the firm, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.4.6 Contract Provisions:

After the most qualified firm is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the firm. The order of precedence is the contract, the EOI and the firm's response to the EOI.

3.4.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The firm further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.4.8 Compliance with Laws and Regulations:

The firm shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The firm shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.4.9 Subcontracts/Joint Ventures:

The State will consider the firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm is totally responsible for payment of all subcontractors.

3.4.10 Term of Contract:

This contract will be effective (date set upon award) and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contract may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

3.4.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the firm written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.4.12 Contract Termination:

The State may terminate any contract resulting from this EOI immediately at any time the firm fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. The State shall provide the firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, the State shall issue the firm an order to cease and desist all work immediately.

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.4.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the firm. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. **NO CHANGE SHALL BE IMPLEMENTED BY THE FIRM UNTIL THE FIRM RECEIVES AN APPROVED**

WRITTEN CHANGE ORDER.

3.4.14 *Invoices, Progress Payments, & Retainage:*

The Firm shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency based on percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, firm is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the firm's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.4.15 *Liquidated Damages:*

According to West Virginia State Code §5A-3-4(8), firm agrees that liquidated damages shall be imposed at the rate of \$100 per workday, for failure to provide deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the firm.

3.4.16 *Record Retention (Access & Confidentiality):*

Firm shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the firm, subcontractors, or individuals permitted access by

the firm.

PART 4 EVALUATION & AWARD

4.1 Evaluation & Award Process:

- a) Expressions of Interest will be evaluated and awarded in accordance with §5G-1-3 "Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifth thousand dollars or more."

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service. Interviews with each firm selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is

reached.”

- b) The evaluation criteria and assigned point values are as follows:

Scoring Criteria

Category	Points
1. History and credentials of firm	40
2. History of completing similar projects	40
3. Oral Interview	20

STATE 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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, 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.

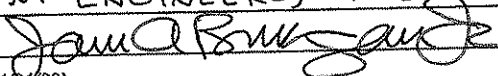
LICENSING:

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. 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>.

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.

Vendor's Name: RPM ENGINEERS, INC
Authorized Signature:  Date: 5/11/09