



October 28, 2015

Ms. Beth Collins
State of West Virginia
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

RE: AML Mapping Services in Southern West Virginia
CRFQ 0313 DEP1600000016

Dear Ms. Collins:

Decota Consulting Company Inc. respectfully submits our quotation for consideration of our company for mapping services for the above-listed Office of Abandoned Mine Lands and Reclamation. Included with the original plus three copies of the RFQ, along with a summary of our staff members, some examples of our completed projects and general information on our company.

Our Decota staff members include, but are not limited to: a licensed land surveyor (certified in Virginia and West Virginia), three Professional Engineers, a certified wetland delineator, two West Virginia certified Nutrient Management Planners, a Certified Professional in Erosion and Sediment Control, and a NABS certified benthic macroinvertebrate taxonomist and three Rosgen Level IV trained stream design specialists. We would like to apply these experienced and talented staff members to the task at hand.

Thank you for your consideration. We look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads "Linda R. Torre".

Linda R. Torre, P.E.
President of Decota Consulting Company, Inc.
(304) 545-5223
lindatorre@decotaconsulting.com

10/29/15 09:32:44
WV Purchasing Division

4984 Washington St. W., Cross Lanes, WV 25313
(304) 776-3333 phone (304) 776-3371 fax
www.decotaconsulting.com



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

**State of West Virginia
 Request for Quotation**

Proc Folder: 133225

Doc Description: Addendum 01: Mapping Services in Southern West Virginia

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-05	2015-10-29 13:30:00	CRFQ 0313 DEP1600000016	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Decota Consulting Company, Inc.
 4984 Washington Street, West
 Cross Lanes, WV 25313
 (304) 545-0751

FOR INFORMATION CONTACT THE BUYER

Beth Collins
 (304) 558-2157
 beth.a.collins@wv.gov

Jandi N. Ramer
 Signature X

FEIN # 20-0584612

DATE 28-Oct-2015

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

ADDITIONAL INFORMATION:

Addendum No. 01

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

1. To delete line 4 on the commodity lines for 'Mobile Scanner' this line was added in error.
2. To upload the correct General Terms and Conditions.

The bid opening date will remain the same of October 29, 2015 at 1:30 PM, EST

No other changes.

CRFQ

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR AN OPEN END CONTRACT FOR MAPPING SERVICES IN THE SOUTHERN COUNTIES OF WEST VIRGINIA, PER THE ATTACHED SPECIFICATIONS AND DOCUMENTATION.

BUYER ID		SUP ID	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Control Surveying	600.00000	HOUR	\$95.00	\$57,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :

Quantities are estimated and are for bidding purposes only, these are not guaranteed.

BUYER ID		SUP ID	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Topographic, Planimetric and Check Surveying	1800.00000	HOUR	\$95.00	\$171,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :

Quantities are estimated and are for bidding purposes only, these are not guaranteed.

BUYER TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Terrestrial LIDAR Collection	600.00000	HOUR	\$175.00	\$105,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

BUYER TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Mobile Scanner	300.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :
Line is inactive.
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

BUYER TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Topographic Mapping - Aerial Photography (0-25 Acres)	15.00000	ACRE	\$533.33	\$8000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :

(including LIDAR Collections)List only one rate for each category.
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Topographic Mapping - Aerial Photography (25-50 Acres)	30.00000	ACRE	\$266.67	\$8000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :

(including LIDAR Collections)List only one rate for each category.
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Topographic Mapping - Aerial Photography (50-100 Acres)	75.00000	ACRE	\$106.67	\$8000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :

(including LIDAR Collections)List only one rate for each category.
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Topographic Mapping - Aerial Photography (Over 100 Acres)	125.00000	ACRE	\$68.00	\$8500.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :
(including LIDAR Collections)List only one rate for each category.
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Licensed Land Surveyor	600.00000	HOUR	\$100.00	\$60,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :
Professional Rates (Listed Disciplines Only)
Quantities are estimated and are for bidding purposes only, these are not guaranteed.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Survey Manager	1200.00000	HOUR	\$80.00	\$96,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :

Professional Rates (Listed Disciplines Only)

Quantities are estimated and are for bidding purposes only, these are not guaranteed.

ADDRESS TO	ZIP TO
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US	ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Mapping/CAD Technician	2400.00000	HOUR	\$55.00	\$132,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :

Professional Rates (Listed Disciplines Only)

Quantities are estimated and are for bidding purposes only, these are not guaranteed.

ADDRESS TO	ZIP TO
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV25304 US	ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Travel Per Diem (Rate/Person)Day)	125.00000	EA	\$40.00	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
81151601			

Extended Description :

Applicable to Survey Crews Only

Quantities are estimated and are for bidding purposes only, these are not guaranteed.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Question Submittal Deadline at 5:00 PM	05-10-02

Total Estimated Cost = \$658,500

DEP160000016	Document Phase Final	Document Description Addendum 01: Mapping Services in Southern West Virginia	Page 7 of 7
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DEP1600000016

Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

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

1. To delete line 4 on the commodity lines for 'Mobile Scanner' this line was added in error.
2. To upload the correct General Terms and Conditions.

The bid opening date will remain the same of October 29, 2015 at 1:30 PM, EST

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on contract award and extends for a period of 1 Year year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 3 successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
29. **CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor 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, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor 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 Vendor, 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; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Decota Consulting Company, Inc.

(Company)

Linda N. Raina, President

(Authorized Signature) (Representative Name, Title)

Ph:(304) 776-333 Fax: (304) 776-3371 Date: 28-Oct-2015

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Decota Consulting Company, Inc. _____

Company



Authorized Signature

28 October 2015 _____

Date

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

Revised 6/8/2012

REQUEST FOR QUOTATION
Mapping Services in Southern WV

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Department of Environmental Protection, Office of Abandoned Mine Lands & Reclamation (WVDEP/AML) to establish an open-end contract for Mapping Services in Southern Counties of West Virginia. The Scope of Work shall include the development of detailed topographical mapping from field survey data, aerial photography, light detection and ranging (LiDAR) data, or currently utilized and developing technologies. Upon delivery, these data should be suitable and adequate for the development of detailed construction plans and specifications. The limits of areas to be mapped shall be outlined on documents included in the Work Directive, and also, as directed and determined during initial on-site meetings.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto, and used to evaluate the Solicitation responses.
 - 2.3 "LIDAR"** is an optical sensing technology used to determine the position, velocity, or other characteristics of distant objects by analysis of pulsed laser light reflected from their surfaces.
 - 2.4 "NAD83/2011"** is the North American Datum of 1983.
 - 2.5 "NAVD88"** is the North American Vertical Datum of 1988.
 - 2.6 "ASCII"** is the American Standard Code for Information Interchange.
 - 2.7 "ASC"** is the American Standard Code which is a text file in which each byte represents one character according to ASCII code.
 - 2.8 "TXT"** is a computer file that contains Text (and possibly formatting instructions) using seven-bit ASCII characters.
 - 2.9 "GSD"** is the Ground Sample Distance which is the physical measure of the level of detail of data collection for remote digital imaging of the surfaces of terrestrial objects.

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- 2.10 "NTE"** means Not-To-Exceed.
- 2.11 "RGB"** means Red-Green-Blue which is a color model based on additive color primaries.
- 2.12 "JPEG"** means Joint Photographic Experts Group which is a development group for compressed 24-bit color image stored format; also a file extension.
- 2.13 "TIFF"** means Tagged Image File Format which is a graphics file format.
- 2.14 "USB"** means Universal Serial Bus which is an industry standard developed in the mid-1990s that defines the cables, connectors and communication protocols in a bus for connection, communication, and power supply between computers electronic devices.
- 2.15 "2D"** means two-dimensional space which is a geometric model of the planar projection.
- 2.16 "3D"** means three dimensional space which is a three-dimensional representation of geometric data.
- 2.17 "CSV"** means Comma Separated Values which is a file that stores tabular data (numbers and text) in plain text.
- 2.18 "XML"** means Extensible Markup Language which is a markup language that defines a set of rules for encoding documents in a format which is both human-readable and machine-readable.
- 2.19 "LAS"** means Laser File Format which is a file format that is used in lidar processing operations.
- 2.20 "DWG"** means Drawing Format which is a binary file format used for storing two- and three- dimensional design data and metadata. It is the native format for several CAD packages.
- 2.21 "DTM"** means Digital Terrain Model which is a utility (command) for AutoCAD that automatically creates an irregular triangular network from a given selection set of 3D objects.
- 2.22 "DEM"** means Digital Elevation Model which is a digital model or three-dimensional representation of a terrain's surface.

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2.23 "AutoCAD" is a commercial software application for two-dimensional and three-dimensional computer-aided design (CAD) and drafting.

2.24 "GPS" means Global Positioning System which is a space-based navigation system that provides location and time information in all weather conditions, anywhere on or near the Earth where there is an unobstructed line of sight to four or more GPS satellites.

2.25 "RFQ" means Request for Quotation.

2.26 "F.O.B" is an abbreviation for Free on Board which means that a vendor or consignor will deliver goods without any expense to the consignee.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 TOPOGRAPHICAL SURVEY

3.1.1.1 Use of publicly available data to generate deliverable must be sited with metadata providing source of data, datum, projection, and units of measure. Cite sampling tests to indicate level of precision of data set regarding deliverable.

3.1.1.2 All field surveys will be based upon the NAD83/2011 WV State Plane horizontal datum and the NAVD88 vertical datum. Benchmarks and horizontal control shall be of a permanent nature and established outside of the anticipated limits of construction. The minimum requirements for the installation of control shall be specified in the project Work Directive.

3.1.1.3 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) as well as the required check sections and any necessary planimetric locations. The following specifications and stipulations will apply to field survey.

3.1.1.3.a The maximum allowable relative horizontal

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positioning precision is 2 cm (0.07 feet) plus 50 parts per million (based upon direct distance between the two points).

3.1.1.3.b Horizontal traverses shall be closed. Total angular misclosure shall be less than 5 seconds times the number of angles. Horizontal direction shall be referenced to the horizontal datum specified in 3.1.1.2.

3.1.1.3.c A baseline shall be established across or in close proximity to the site with permanent objects or conventional surveying markers as directed in Item (d) below. Baselines may be established on pre-existing jeep trails, roads or utility rights of way on or in close proximity to the site. A minimum of three (3) baseline stations shall be monumented by conventional survey markers (e.g. galvanized spikes, rebar with plastic caps, etc.) set flush with the ground surface and referenced by guard stakes, and shall be inter-visible to one another and be tied to the horizontal and vertical control.

3.1.1.3.d All field survey control work shall be conducted on the public right of way where possible, however, the WVDEP/AML shall obtain right of way on private property where needed.

3.1.1.3.e During the field survey, traverse stations shall be marked and referenced so that they can be readily recovered or re-established. A minimum of two reference points should be set at each horizontal change in the baseline. Traverse stations shall be marked by conventional survey markers (e.g. galvanized spikes, rebar with plastic caps, etc.) 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 or contained within a point list file, such as an ASCII format (i.e. ASC or TXT). The markings on the guard stakes shall include the station number and elevation of the traverse station.

3.1.1.3.f Vertical 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

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miles). The locations, descriptions, and elevations of benchmarks shall be accurately recorded in the notes or contained within a point list file.

3.2 Topographic Mapping

3.2.1 TOPOGRAPHICAL MAPPING Using Aerial Photography and Airborne or Terrestrial LIDAR

3.2.1.1 Aerial Photography – Digital imagery derived from a digital camera shall have a GSD (Ground Sample Distance) NTE of 10.0 cm, RGB (color). NTE 12 microns. The photographs shall be made with a calibrated precision-type aerial camera in a vertical position. The Mapping Consultant or their Sub-Consultant shall supply (1) a copy of a calibration certificate, issued by the National Institute of Standards and Technology (NIST) or other competent testing organizations, which is dated within the past thirty-six (36) months or (2) a copy of a specification document issued by a competent testing organization or the manufacturer citing the fiducial dimensions of the imaging device 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.

The entire project area shall have stereoscopic coverage within the useable distortion-free portion of the field of the lens. Side overlap shall be no less than 25 percent.

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

3.2.1.1.a All imagery shall be submitted in both digital format (JPEG or TIFF), and printed photos of the mapped area(s).

3.2.1.1.b Copies of cross-sections taken every 300 feet along the baseline, plotted and overlaid on cross-sections developed from the

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mapping to verify the mapping accuracy. Upon review, WVDEP/AML reserves the right to request corrections to any discrepancies of areas of concern. The requested corrections shall be made at the vendor's cost. These areas shall specifically include areas of mapping in which concentrated design and/or construction efforts are required, as per the Work Directive, and also, as directed and determined during initial and subsequent on-site meetings.

3.2.1.1.c Two sources of digital electronic media (e.g. compact disc, USB drive, etc.) containing all survey mapping and data, and all data sets obtained or generated (i.e. point and classification data, contours, 2D base-map, 3D planimetrics and breaklines, surface modeling, flight lines, extents, associated ASCII, CSV, TXT, XML, LAS, DWG files and DTM/DEM model file(s) delivered in digital data files compatible to AutoCAD version 2010 format or later.

3.2.1.2 Public Source Data – Use of publicly available data to generate deliverable source of data must be cited with metadata providing source of data, datum, projection, and units of measure. Cite sampling test to indicate level of precision of data set regarding deliverable.

3.2.1.3 Airborne LiDAR – LiDAR data, either obtained from available sources, or generated and compiled, shall meet requirements outlined in the National Geospatial Program LiDAR Base Specification Version 1.2 for Quality Level 2 (aggregate nominal pulse density of no less than 2 pulses per square meter). LiDAR shall be classified for the recovery of bare earth data.

3.2.1.4 Field Surveys – Field surveys will be conducted as needed to establish horizontal and vertical control data for use in compiling mapping from aerial photography. Such surveys shall also be performed to obtain ground surveyed check sections and airborne LiDAR data collections. Typical technologies for survey data collection include the use of conventional and robotic total stations, terrestrial imaging, and global positioning system (GPS) survey equipment.

3.2.1.5 Topographic Mapping – Topographic base map drawings shall be on 24" x 36" standard map sheets. Every 10' contour interval shall be accentuated with elevations noted. The topographic contour map(s) shall be prepared using stereo photogrammetric or DTM methods. The basic map shall be plotted and mechanically transcribed to a scale of 1" = 50' with a contour interval of 1 foot unless otherwise specified by the DEP

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based on particular needs established due to the site specific circumstances. Digitally compiled and triangulated surface model(s) shall be DTM or XML compatible formats.

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

- The name of the project
- Inserts showing location and all control and reference points
- The location of the project (county map)
- Legend
- Title block for approval signatures
- Map Scale
- North Arrow
- Coordinate Grid Lines

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

3.2.1.5.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.

3.2.1.5.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.

3.2.1.5.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.

3.2.1.5.d Cultural Features – All cultural features such as houses, barns, buildings, commercial businesses, highways, railroad, bridges, pipelines, farm ponds, fences, electric power lines, telephone lines, utility lines, gas wells, and any other cultural features shall be located and identified on the topographic map. Specific features dealing with mining such as the limits of coal refuse, landslides if determinable, the location of strip mine highwalls and overburden, deep mine openings, both draining and dry and

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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, such as digital orthophotos.

3.2.1.5.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 three vertical points and three horizontal points.

3.2.1.5.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 0.01 x the scale of the map expressed in feet per inch.
- Percentage error in scaled areas shall not exceed 0.02 x 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.

3.2.1.5.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 or adopted industry standards.

3.3 Mapping Consultant Qualification Requirements

3.3.1 The Mapping Consultant shall demonstrate the capability of providing topographical, design data, and construction surveys in accordance with US National Map Standards. Minimum experience is two (2) years. To the extent possible, the Mapping Consultant will utilize available aerial photography, aerial topographic maps and existing or generated, LiDAR data sets and the information contained thereon, in addition to, planimetric locations for the development of mapping. All survey work described below shall be performed under the direction of a

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Professional 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 Mapping Consultant agrees to follow and obey all Federal and State Laws and Regulations, etc.

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

- Professional Surveyor
- Competent Field Staff and Survey Crew
- Professional Drafting Capabilities
- Adequate Computer Aided Design Capabilities (AutoCAD Version 2010 format (or later) or Engineer approved alternate)
- Capacity to process and complete multiple projects within the designated time frames

Mapping Consultant must submit the following at the time of bid:

- Names of individuals performing work including registration/licensing numbers.
- List of similar work completed by your firm (include five (5) recent examples).
- List of similar work currently under contract.
- Name of Project Manager anticipated for this work.
- Number of years your company has performed this type of work.

The Mapping Consultant will be required to have knowledge or experience in the following areas:

- Development of Topographic Mapping from Field Survey as well as from Aerial Photographs or currently utilized and developing technologies. The use of Sub-Consultants will be permitted under this contract for aerial photography work.

3.4 Additional Requirements:

3.4.1 In accomplishing services to fulfill the requirements of Work Directives, neither the Mapping Consultant or his Sub-Consultant shall create any adverse environmental effects, and shall be responsible for

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compliance with all applicable local, state and federal environmental and occupational health and safety laws and regulations pertinent to the work.

3.4.2 Any Mapping Consultant 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.

3.4.3 WVDEP/AML may retain ten percent (10%) of the Mapping Consultant's invoices until such time the Chief is satisfied that all of the conditions of the contract have been met. The Mapping Consultant 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.

3.5 Location of Work:

3.5.1 The Mapping Consultant shall furnish all personnel, facilities, equipment, material, supplies, and services for all of the scope of work required in this contract, at the location(s) specified.

3.5.2 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.

“Southern” Counties

1. Cabell
2. Putnam
3. (Kanawha)
4. (Clay)
5. (Nicholas)
6. Greenbrier
7. (Fayette)
8. Summers
9. (Mercer)
10. (Raleigh)
11. (Wyoming)
12. (McDowell)
13. (Mingo)
14. (Logan)

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- 15. (Boone)
- 16. (Lincoln)
- 17. Wayne
- 18. (Roane)
- 19. Jackson
- 20. (Mason)

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages with Bid Cost per Unit. All lines will have totals and a Grand Total at the bottom. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

This is an indefinite quantity contract for the services specified in the Statement of Work and for the period set forth herein. Delivery and performance shall be made in accordance with the provisions of this contract.

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Work will be ordered by the WVDEP/AML Project Manager or authorized representative through a Work Directive which shall specify the location of this project site, the specified problem, the work to be performed, and the time frame during which the work must be completed. The Mapping Consultant will then be responsible for contacting WVDEP/AML to arrange an on-site meeting. Upon completion of a field reconnaissance with a WVDEP/AML representative, the Mapping Consultant 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.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment to the Mapping Consultant will be made on the basis of the items and unit prices outlined in the Purchase Order.

The Mapping Consultant 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 thirty (30) days.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** The Mapping Consultant shall prepare, submit and deliver all original survey notes, associated data files, base topographic 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.

The WVDEP/AML will be responsible for obtaining any necessary Rights of Entry for purposes for 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 Mapping Consultant to identify to the WVDEP/AML any areas requiring access so that the WVDEP/AML may obtain Right of Entry for those areas.

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 inspector will ensure compliance. Final inspection and acceptance will be made by the WVDEP/AML Project Manager or authorized representatives.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified

REQUEST FOR QUOTATION
Mapping Services in Southern WV

in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. If time frames are not met, the WVDEP/AML may refrain from issuing further Work Directives and if a Mapping Consultant persists in being late with submittals, the WVDEP/AML may refuse to renew the Mapping Consultant's contract.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**REQUEST FOR QUOTATION
Mapping Services in Southern WV**

7. VENDOR DEFAULT:

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.**
- 7.1.2 Failure to comply with other specifications and requirements contained herein.**
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.**
- 7.1.4 Failure to remedy deficient performance upon request.**

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

- 7.2.1 Immediate cancellation of the Contract.**
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.**
- 7.2.3 Any other remedies available in law or equity.**

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Mapping Services in Southern WV

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: David Raines
Telephone Number: (304) 776-3333
Fax Number: (304) 776-3371
Email Address: davidraines@decotaconsulting.com

Decota Consulting Company, Inc. - Company Overview

Decota Consulting Company, Inc. is a full service consulting firm focused primarily on civil and environmental engineering, surveying and geospatial services, design-build restoration projects, and environmental monitoring assessments. We have provided our clients state of the art solutions since 1996. Our company takes pride in our experience, integrity, and quality of work in every project. Decota provides all integral aspects of project development- baseline studies and assessments, surveying and layout, design, permitting, construction oversight and implementation, and post-construction monitoring. We look forward to new challenges and appreciate the opportunity to share our qualifications with you.

The Decota team has over 100 combined years of environmental science and engineering experience. Our staff has expert knowledge of civil and geotechnical engineering, hydrology, geochemistry, biology, surveying, mapping, geographic information systems, and their applications to provide real world solutions. We utilize leading software for project design, hydrologic analysis, geographic information systems, and data management to produce quality work in a timely manner. The success of our organization is based on proper planning, knowledge of resources, management of those resources, and ongoing, comprehensive communication between our staff and our clients.

Decota offers a wide range of civil engineering services to assist our clients in all areas of land development, site improvements, and stormwater solutions. Our staff can assist with all aspects of stormwater compliance including system design, permitting, and compliance. Decota has experience preparing stormwater protection plans, erosion and sediment control plans, groundwater protection plans, spill prevention control and countermeasure plans (SPCC). Our staff provides assistance with drainage inspections and certifications, site improvements, environmental permitting, hydrological analysis, and complete hydraulic analysis and design including stormwater retention/detention ponds.

Our staff is skilled in 3D modeling and earthwork design, fill design and construction, and construction monitoring. Decota also provides a full range of surveying and geospatial services including topographical surveys, control surveying, mapping, as-built and volumetric surveys. Our staff can provide construction layout and staking services, as well as perform boundary surveys. In addition, Decota can assist with floodplain analysis and FEMA compliance by completing elevation certificates, performing hydrological analysis, determining Base Flood Elevations (BFE) and floodplain permitting.

Our staff is also involved in heavy land use design projects. This includes planning underground and surface mining operations, haul roads, surface drainage features, and active and passive water treatment facilities. Decota follows these projects with the appropriate and necessary reclamation, including design of valley fills and ponds, contour grading to stabilize slopes, and highwall reclamation. Our services also include environmental evaluations and reclamation liability assessments. Our liability assessments provide a cost-benefit analysis and identify potential or existing environmental contamination liabilities, including those caused by pre-SMCRA disturbances.

Decota can assist your organization with mitigation site selection, mitigation proposals, mitigation banking assistance, Natural Stream Design, wetland delineation, wetland design, and construction services. We have extensive experience designing and implementing mitigation projects. Our staff regularly employs a wide range of stream restoration and watershed enhancement techniques, based on Natural Stream Design principles. In addition, Decota performs a wide variety of assessments associated with habitat and biological monitoring. Our team can perform benthic macroinvertebrate, fish, salamander, and water chemistry surveys. Benthic collections are conducted following appropriate federal and state guidelines and analyzed by a NABS certified taxonomist. Fish population samples are collected using electrofishing methods following all state and federal parameters. We also have the capability to perform other biologic assessments, such as herpetological surveys. Additionally, our team conducts water sampling to obtain chemistry parameters in the watershed and determine local water quality.

To further measure watershed characteristics, our staff routinely conducts stream and wetland delineations, under the guidance of a certified wetland delineator. Decota is also capable of performing endangered species surveys, archaeological and historical structure studies, soil sampling, forest management planning, and subsurface geological investigations including core drilling analysis to develop our watershed enhancement and stream restoration design. Our team of Professional Engineers, Rosgen Level IV certified stream design specialists, and mapping experts create watershed assessments, hydraulic models, conceptual designs, and construction plans. Stream and wetland restoration and watershed enhancement plans also include all federal and state documentation, such as jurisdictional determinations, Compensatory Mitigation Plans (CMP), and Environmental Information documentation (EID).

In addition, Decota prepares and submits National Pollution Discharge Elimination System (NPDES) individual permits, Stormwater permits, Erosion and Sediment Control Plans, Surface Water Runoff (SWROA) permits, section 404 permit applications from the U.S. Army Corps of Engineers, and section 401 water quality permit applications from the State Department of Environmental Protection. Our staff is uniquely positioned to streamline the permitting process as much as possible due to our excellent working relationship with the various state and federal government regulatory agencies involved.

Our construction division implements the design plans and provides full construction services throughout the duration of the project. Following construction, Decota provides as-built survey services and annual project monitoring to ensure project success. Furthermore, our team can coordinate with landowners to acquire conservation easements for mitigation site preservation.

Lastly, Decota offers many technology based services ranging from development to implementation. Our staff has extensive experience in Geographic Information Systems (GIS), relational databases, numerous programming languages, and modern web frameworks. Together, we have over 15 combined years of experience implementing GIS solutions. Our company can effectively integrate GIS information into existing technologies such as AutoCAD to assist in the project development process.

Since 1996, Decota has used the aforementioned specialties to develop environmental engineering projects throughout south-central Appalachia. As consultants, we have applied our knowledge and technical support to the mining industry, local landowners, private entities, real estate developers, and fellow environmental engineering firms to achieve the wide ranging projects listed below.

Land-based Engineering Projects

- **Large scale surface and underground mine design and reclamation-** Decota has been involved in large scale mining design and permitting projects since 1996 throughout the Appalachian region. Our staff has experience in mine planning and mapping, mine operations, surveying and stakeout, design of valley fills and ponds, and design of water quality treatment systems and drainage structures.
- **Residential housing development, Pardee Ventures, LLC-** Decota has prepared and submitted a jurisdictional determination, 404 and 401 permits, SWROA documentation, and a compensatory mitigation plan for this 75 lot, 200 acre housing development located in Putnam County, WV.
- **Sports and recreational land use-** On behalf of a private donor, Decota designed and monitors public soccer fields located at Trace Fork shopping center, a public driving range at Coonskin Park, and a football field at George Washington High School, all of which are located in Kanawha County, WV.

Stream Projects

- **White Oak Creek Stream Mitigation, Catenary Coal Company, LLC-** Multi-phase stream stabilization and habitat enhancement project for mining impact mitigation. Decota was responsible for interpreting the concept plan and implementing the project. This included choosing the type, size, and location of all in-stream structures; pattern, profile, and dimension forms of stream alignments; construction oversight, and yearly monitoring.
- **Trace Fork Stream Mitigation, EBX-** Decota was contracted by EBX to perform annual monitoring, as well as design and construction of stream repair work required to facilitate the permit release of this project. This project served as mitigation for impacts associated with expansion of the Tri-State Regional Airport in Huntington, WV.
- **Stream Mitigation Projects, Coyote Coal Company LLC-** Decota has been involved in multiple stream restoration and enhancement projects for mining impact mitigation. These involved permitting, construction and/or construction oversight, and yearly monitoring. We are currently involved in site-selection and feasibility studies for additional stream mitigation at other mine locations.
- **Guyandotte River Tributary Stream Restoration, Snap Creek Coal Company-** Assessment and stream restoration design following debris flow in a tributary of the Guyandotte River. This debris flow caused extensive damage in the town of Man, in Logan County, WV. This project involved not only design for stream restoration, but also coordination with local and state politicians, state transportation agencies, and regulatory agencies. Part of the project included a bridge replacement and relocation of an existing state road. Construction is currently pending the outcome of ongoing litigation.

Wetland Projects

- Decota has performed wetland delineations and mapping for Arch Coal, Inc., Pritchard Mining Company, Inc., and Triad Engineering, Inc.
- On-site wetland creation projects are in the design phases for Coyote Coal Company LLC and Covington Coal Company LLC. Work will include plan-view sheets, profile, cross-sections, quantity tables, detail sheets, survey coordinate tables, general notes, and provisions.
- As WVDOT's former stream and wetland specialist, Neal Carte, was responsible for the site-selection, design, construction, and monitoring phases of all wetland mitigation projects. These projects include creation and restoration of over 100 acres of wetland. These wetlands were of various cover types and hydrologic regimes throughout WV.

Decota staff has all of the professional expertise and abilities necessary to undertake large or small scale ecosystem restoration projects. Our prior work makes us especially adept at reclamation of land or waters disturbed by mining activities; however, we are by no means limited to mining reclamation. We have the experience, proficiency, and desire to expand our operations to any and all restoration activities which can be found throughout the Appalachian region.

**Supplemental Information & Surveying and Mapping Qualifications
Decota Consulting Company, Inc.
CRFQ 0313 DEP1600000016**

Names of individuals performing work including registration/licensing numbers:

Erik Baldwin, PS (WV #2229)

Jared Bailey

Jesse Wolf

Brad Cochran

Todd Hawley

Neil Carte

List of Similar work completed by your firm (include five(5) recent example:

PROJECT NAME AND TYPE	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY
Rattlesnake Refuse Disposal Facility - As-built Survey & Topographical Mapping	Midland Trail Energy	As-built surveying and topographical mapping of new construction, roads, fill, and drainage structures.
Mine No. 8 - As-built Survey & Topographical Mapping	Coal River Energy	As-built surveying and topographical mapping of new construction, roads, fill, and drainage structures.
Mine No. 7- As-built Survey & Topographical Mapping	Coal River Energy	As-built surveying and topographical mapping of new construction, roads, fill, and drainage structures.
Original Tyler Morgan S300405 permit covering > 12 year mine life.	Tyler Morgan LLC, PO Box 3301, Charleston, WV 25333	Mining permit application; all pre-mining site assessments; all design including mine mapping, mine sequence, material handling and reclamation plans, roads, drainage systems.
Various permitting and special projects design	Patriot Coal Corporation companies: Hobet Mining LLC, Coyote Coal Company LLC, Catenary Coal Company LLC, & Apogee Coal Company LLC P O BOX 1001 63 CORPORATE DR., SUITE 406, SCOTT DEPOT, WV 25560	Mining permit application; all pre-mining site assessments; all design including mine mapping, mine sequence, material handling and reclamation plans, roads, drainage systems.
Permit S300314 Application, near Clearco, WV	Greenbrier Smokeless Coal Co, LLC, 4425 Anjean Road Rupert, WV 25984	Mining permit application; all pre-mining site assessments; all design including mine mapping, mine sequence, material handling and reclamation plans, roads, drainage systems.

List of similar work currently under contract:

PROJECT NAME AND TYPE	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY
Lakin State Farm – In Lieu Fee Stream and Wetland Mitigation Project, Located in West Columbia, WV	WVDEP, Division of Water and Waste Management, 601 57th Street SE Charleston WV 25304	Identify site, existing condition assessments, surveys, design, permitting. Will also include construction oversight and long-term monitoring.
New Surface Mine Permit Application, near Duo, WV	JEP Mining, LLC, PO Box O Rupert, WV 25984	Mining permit application; all pre-mining site assessments; all design including mine sequence, material handling and reclamation plans, roads, drainage systems.
Permit S500615 Application, near Lundale, WV	Greenbrier Smokeless Coal Co, LLC, 4425 Anjean Road Rupert, WV 25984	Mining permit application; all pre-mining site assessments; all design including mine sequence, material handling and reclamation plans, roads, drainage systems, USACE jurisdictional determination.
Permit S300405 Amendment, near Standard, WV	Tyler Morgan LLC, PO Box 3301 Charleston, WV 25333	Design of material handling and reclamation plans, roads, drainage systems.
Bowyer Woods Residential Development	Pardee Ventures, LLC 500 Corporate Center Drive Scott Depot, WV 25560	Design of residential development- green development.
Beech Fork Lodge JD	EL Robinson Engineering 5088 Wash St. West Cross Lanes, WV 25313 is primary; Project is managed by WVDNR, property is owned by USACE	Design and engineering for construction of lodge, roads, parking lots.

Name of Project Manager anticipated for this work:

Erik Baldwin

Number of years your company has performed this type of work:

Decota Consulting has provide mapping services for surface and underground mining operations since its inception in 1996. We have provided a variety of mapping and related services as part of the mine permitting process for our clients including site development, permitting, topographical mapping, design, and similar applications. Decota has provided our clients engineering surveying and as-built location services since 2009 and boundary surveying since 2012.

List of Equipment and Software:

Equipment: Sokkia GRX2 GPS Base and Rover System, Topcon Total Station, and (2) Carlson Surveyor Field Controller

Software: AutoCAD, ArcMap, Carlson Civil Suite (SurvCADD), Carlson Mining Suite, SB Slope, SEDCAD 4, TR-55, HEC-HMS, HEC-RAS.

Anticipated Subcontractors:

Decota Consulting anticipates using Tuck Mapping Solutions, Inc. for all aerial photography and LiDAR services. Tuck Mapping is based in Big Stone Gap, VA and has been a leader in aerial mapping for over 30 years.

**Mapping Southern WV
DEP160000016**

Line	Common Line Description	Qty	Unit	Unit Price	Total Price
1	Control Surveying Topographic, Planimetric and	600	hr	\$ 95.00	\$ 57,000.00
2	Check Surveying	1800	hr	\$ 95.00	\$ 171,000.00
3	Terrestrial LIDAR Collection	600	hr	\$ 175.00	\$ 105,000.00
4	Mobile Scanner Topographic Mapping - Aerial	300	hr		\$
5	Photography (0-25 Acres) Topographic Mapping - Aerial	15	Acre	\$ 533.33	\$ 8,000.00
6	Photography (25-50 Acres) Topographic Mapping - Aerial	30	Acre	\$ 266.67	\$ 8,000.00
7	Photography (50-100 Acres) Topographic Mapping - Aerial	75	Acre	\$ 106.67	\$ 8,000.00
8	Photography (Over 100 Acres)	125	Acre	\$ 68.00	\$ 8,500.00
9	Licensed Land Surveyor	600	hr	\$ 100.00	\$ 60,000.00
10	Survey Manager	1200	hr	\$ 80.00	\$ 96,000.00
11	Mapping/CAD Technician	2400	hr	\$ 55.00	\$ 132,000.00
12	Travel Per Diem (Rate/Person/Day)	125	EA	\$ 40.00	\$ 5,000.00
				Total	\$ 658,500.00

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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% 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% 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% 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% 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% 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.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Decota Consulting Company, Inc.

Signed: [Signature]

Date: 28-October-2015

Title: President

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Decota Consulting Company, Inc.

Authorized Signature: Jennifer H. Rainier Date: 28-October-2015

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 28th day of October, 2015.

My Commission expires Oct. 24, 2017, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC

Jeff W. Hill
Purchasing Affidavit (Revised 07/01/2012)

