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Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 729801

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0313

Vendor ID: VC0000066437

SO Doc ID: DEP2000000038

Legal Name: STAHL SHEAFFER ENGINEERING LLC

Published Date: 6/24/20

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Close Date: 6/30/20

Total Bid: \$248,225.00

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Status: Closed

Response Time: 12:11

Solicitation Description: Addendum No.01 Mapping Services in Southern West Virginia

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder : 729801

Solicitation Description : Addendum No.01 Mapping Services in Southern West Virginia

Proc Type : Central Master Agreement

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2020-06-30 13:30:00 | SR 0313 ESR06302000000008161 | 1 |

VENDOR

VC0000066437

STAHL SHEAFFER ENGINEERING LLC

Solicitation Number: CRFQ 0313 DEP20000000038

Total Bid : \$248,225.00

Response Date: 2020-06-30

Response Time: 12:11:32

Comments:

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature on File

FEIN #

DATE

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------|-----------|------------|-------------|-----------------------------|
| 1 | Control Surveying | 600.00000 | HOUR | \$75.000000 | \$45,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

| | |
|------------------------|---------------------------|
| Extended Description : | (Spec Item 3.1.1.2 & 4.2) |
| | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|------------|------------|-------------|-----------------------------|
| 2 | Topographic, Planimetric and Check Surveying | 1800.00000 | HOUR | \$80.000000 | \$144,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

| | |
|------------------------|---------------------------|
| Extended Description : | (Spec Item 3.1.1.3 & 4.2) |
| | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|------------------------------------|----------|------------|----------------|-----------------------------|
| 3 | Topographic Mapping - (0-25 Acres) | 15.00000 | ACRE | \$1,050.000000 | \$15,750.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

| | |
|------------------------|-----------------------|
| Extended Description : | (Spec Item 3.2 & 4.2) |
| | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------------------|----------|------------|--------------|-----------------------------|
| 4 | Topographic Mapping - (25-50 Acres) | 30.00000 | ACRE | \$500.000000 | \$15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

| | |
|------------------------|-----------------------|
| Extended Description : | (Spec Item 3.2 & 4.2) |
| | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------------------|----------|------------|--------------|-----------------------------|
| 5 | Topographic Mapping - (50-100 Acres) | 75.00000 | ACRE | \$193.000000 | \$14,475.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

| | |
|------------------------|-----------------------|
| Extended Description : | (Spec Item 3.2 & 4.2) |
|------------------------|-----------------------|

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|-----------|------------|--------------|-----------------------------|
| 6 | Topographic Mapping - (Over 100 Acres) | 125.00000 | ACRE | \$112.000000 | \$14,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

| | |
|------------------------|-----------------------|
| Extended Description : | (Spec Item 3.2 & 4.2) |
|------------------------|-----------------------|

Request for Quotation

Mapping Services in Southern West Virginia

Qualifications Presented to:



Mr. Guy Nisbet
Department of Administration, Purchasing Division
2019 Washington Street, Charleston, West Virginia 25305-0130

Qualifications Presented by:

**STAHL SHEAFFER
ENGINEERING**

250 Lakewood Center
Morgantown, WV 26508

a multi-discipline civil / structural engineering company

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STAHL SHEAFFER ENGINEERING

Stahl Sheaffer Engineering, LLC
250 Lakewood Center
Morgantown, WV 26508
Phone: 304-381-4281
Fax: 304-381-4299
sse-llc.com

June 30, 2020

Mr. Guy Nisbet
WV Purchasing Division - Supervisor
WV Department of Environmental Protection
2019 Washington Street, East
Charleston, WV 25305

Re: WV DEP Mapping Services for Southern West Virginia
CRFQ 0313 DEP2000000038

Dear Mr. Nisbet:

Stahl Sheaffer Engineering, LLC (Stahl Sheaffer) is pleased to submit this Quotation for Mapping Services for Southern West Virginia. We understand the agency seeks to establish an open-end contract for Mapping Services in the Southern Counties of West Virginia. It is further understood that the scope of work will include the development of detailed topographical mapping from field survey data, aerial photography, light detection and radar (LiDAR) data, or currently utilized and developing technologies.

Stahl Sheaffer's highly experienced and registered professionals are capable and prepared to provide the services as outlined in this Request for Quotation. In addition, we have selected **Tuck Mapping Solutions** to be our subconsultant to provide high-density full-waveform LiDAR and aerial photography from both fixed-wing and helicopter platforms.

Our West Virginia office is located in Morgantown and places Stahl Sheaffer in position to be responsive and readily available. Please contact me at (304) 381-4281 or via email at tkinder@sse-llc.com should you have any questions or require additional information.

Sincerely,



Timothy Kinder, PLS, CFM
Project Manager / Person-In-Charge
Stahl Sheaffer Engineering, LLC

Copy File P20-318

Locations:

Morgantown, WV
250 Lakewood Ctr.
Morgantown, WV
26508
(304) 381-4281

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Suite 100
Charleston, WV
25302
(681) 265-3842

Corporate HQ
301 Science Park
Road, Suite 333
State College, PA
16803
(814) 689-1562

Southpointe, PA
6000 Town Center
Blvd, Suite 215
Canonsburg, PA
15317
(724) 960-1111

Monroeville, PA
4055 Monroeville
Blvd., Suite 400
Monroeville, PA
15146
(412) 229-8583

Selinsgrove, PA
106 N High Street
Selinsgrove, PA
17870
(570) 374-4813

Clearfield, PA
800 Leonard Street,
Suite 2
Clearfield, PA 16830
(814) 205-4012

Harrisburg, PA
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Suite 102
Harrisburg, PA
17110
(717) 510-7222

**Soils &
Materials Lab**
360 Euclid Avenue
Canonsburg,
PA 15317
(724)206-9862

Canton, OH
1401 S. Main Street,
Suite 203
North Canton, OH
44720
(330) 794-5490

1. Firm Overview

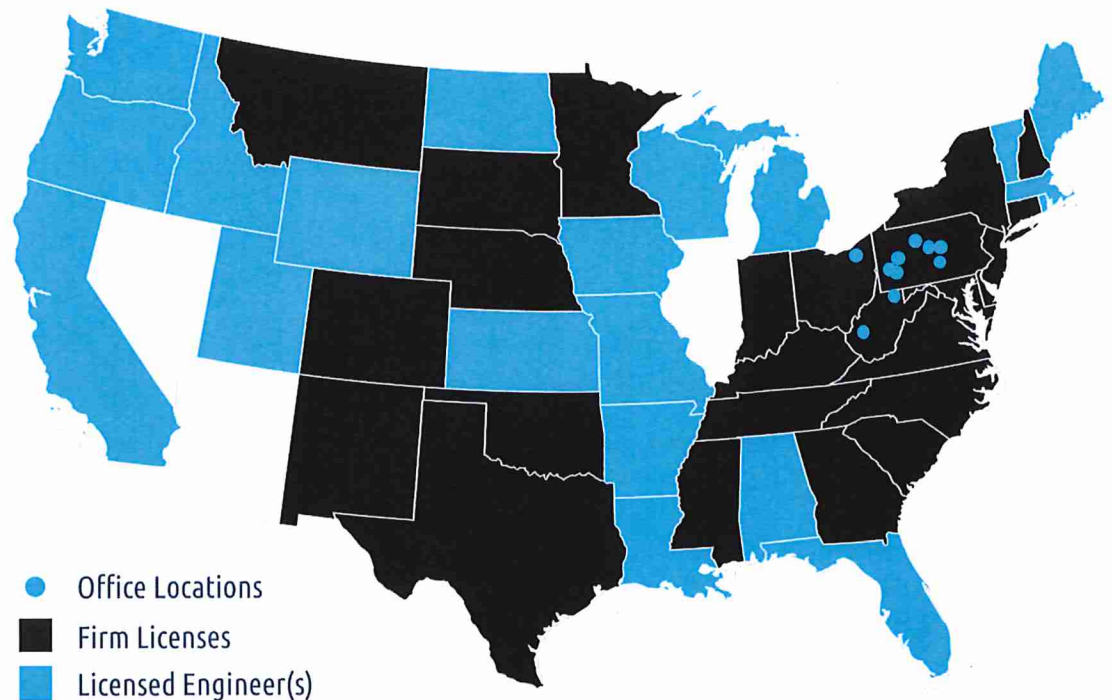
Stahl Sheaffer Engineering, LLC (Stahl Sheaffer) is a multi-discipline civil engineering firm that has been providing services since 2006. Stahl Sheaffer specializes in highway, pavement, traffic and bridge engineering, municipal engineering, land surveying, site and building design, and construction services. Our licensed engineers, surveyors, construction managers, and inspectors have worked extensively with both public and private sector clients. Additionally, our firm operates an AASHTO accredited soil and materials laboratory that specializes in testing subgrade soils and pavement materials.

Our size and reputation have grown quickly based on the work of dedicated teams with exemplary skill and the use of advanced technology to meet our clients' needs. We do this with a high degree of quality and professionalism, and we strive to continually build on our reputation for being adaptable, innovative, and cost effective.

Stahl Sheaffer has a staff of 150 individuals from which we can assign resources to meet timelines and design requirements, including professional engineers (P.E.), surveyors (PLS), LEED designers, traffic engineers (PTOE), GIS specialists, sUAS pilot, Certified Bridge Safety Inspectors (CBSI), Nationally Certified Tunnel Inspectors (NCTI), certified facade inspectors (EIFS), construction inspectors, geotechnical analysts, and environmental scientists.

Services for the Mapping Services for Southern West Virginia will be provided from our local West Virginia office, as well as supplemental offices that are close to the project site.

Stahl Sheaffer has 10 Locations, Licensed in 15 States



2. Services / Equipment

Survey & Reality Capture

Stahl Sheaffer provides comprehensive survey and imaging services, including:

- Boundary and topographic surveys
- 360° scanning / 3D terrestrial scanning
- Utility mapping and coordination
- ALTA/ACSM surveys
- Flood elevation surveys
- Right of way documentation
- Base plan preparation
- Construction stakeout



Technology used to augment these services includes:

- **Mobile Survey-grade LiDAR Scanning** – Our newest system (Leica Pegasus:Two) produces survey grade data suitable for design work. The resolution and detail of the system is nearly 10X the operating rate of the MX2, which will allow us to collect much more detailed data at higher (safer) speeds. This speed increase allows us to perform long range/high end mapping projects such as interstate corridor mapping and state highway survey contracts. Over 30 state DOTs (including Pennsylvania and Ohio) accept and approve the Pegasus:Two system as design tool for use on highway projects.
- **Mobile LiDAR Scanning (Trimble MX2)** – Geo-referenced 3-D point cloud data useful for road infrastructure analysis, overhead utility location, bridge and overhead structure clearances, and asset inventory mapping.
- **Mobile Imaging Scanning (Trimble MX7)** – VISION technology allows for the collection of georeferenced high-resolution panoramic photos for road infrastructure analysis, change detection, asset inventory, and well site monitoring.
- **Ground-Based LiDAR (FARO Focus 3D HDR System)** – Survey-grade ground-based laser scanning used to collect high resolution LiDAR data and panoramic imagery to extract topography, traditional survey data, and 3D modeling information. This data can be used for stockpile volumetrics, plant process modeling, Building Information Modeling [BIM], underground tunnel and quarry mapping, road surface modeling, overhead clearance modeling, and bridge inspection and modeling.

Aerial Inspection (Matrice 200 Series Mid-Sized Drone) - Our FAA Part 107 certified sUAS pilot, combined hardware technologies, and expertise allow us to collect data information over large distances and typically inaccessible locations. We can support structural engineering projects with the ability to perform aerial survey for bridges or buildings in tight locations. The final product is video or high res photos of the areas of concern, and since the work is done entirely from a secure location on the ground or within the building, we can compile that data while significantly reducing or eliminating the risks associated with a high-reach, boson swing, or swing-stage access.

Stahl Sheaffer can perform feature extraction on LiDAR and survey data to create AutoCAD and MicroStation base mapping and planimetric files, allowing engineers to make well-informed design decisions to tailor modification and construction plans to fit the situation at hand. Stahl Sheaffer can also create “intelligent” 3D models of the survey data. Project data can be imported directly into AutoDesk, Bentley, and ESRI packages as an industry standard .LAS format for clients to use directly as if on site to pull measurements, locations, and clearance information, saving time and money.

See building scan video here:
<https://vimeo.com/244052471>

REALITY CAPTURE TECHNOLOGY

Better understand what works best for your next project



LEICA
PEGASUS:
TWO



TRIMBLE
MX2



TRIMBLE
MX7



FARO
FOCUS
3D HDR

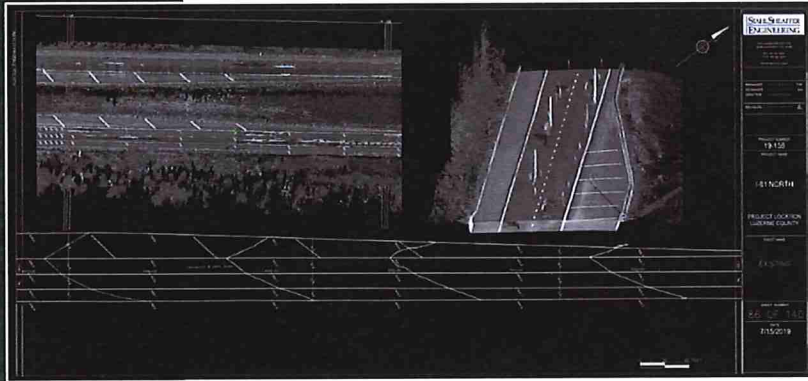
| | LEICA PEGASUS: TWO | TRIMBLE MX2 | TRIMBLE MX7 | FARO FOCUS 3D HDR |
|----------------------------------|--------------------------|----------------|----------------|-------------------------|
| 360 Imagery | X | X | X | X |
| Condition Inspection | X | X | X | X |
| Asset Inventory | X | X | X | X |
| Overhead Utility Clearance | X | X | | X |
| Rough Design | X | X | | X |
| Mapping Grade Pointcloud | X | X | | X |
| Rapid GIS Extraction | X | X | X | |
| Mapping-Grade Feature Extraction | X | X | | X |
| Engineering-Grade Mapping | X | | | X |
| Survey-Grade Mapping | X | | | X |
| Crack Index Calculation | X | | | |
| Rut Depth Calculation | X | | | |
| City Asset Inventory | X | X | X | |
| Curb and Gutter | X | | | X |
| Stormwater Drainage Location | X | | | X |
| 360 Videos | X | X | X | |
| Building Information Modeling | | | | X |
| Interior Structure Scans | | | | X |
| ADA Compliance Checks | | | | X |
| MEP Routing | | | | X |
| Historic Site Documentation | | | | X |
| Oil & Gas Facility As-builts | X | | | X |

3. Past Performance

Pennsylvania Turnpike – Northeast Extension, 3D Mobile LiDAR Sign Inventory, Scranton in Lackawanna Co. to Albrightsville in Carbon Co., PA

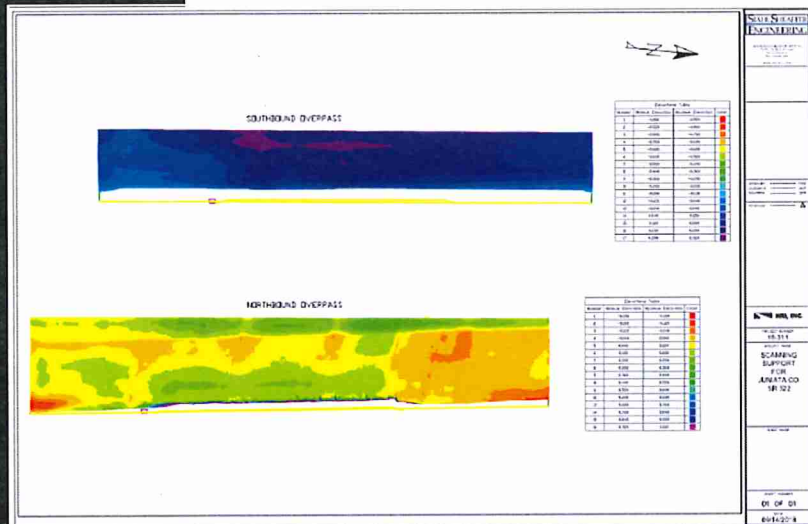
Stahl Sheaffer Engineering drove 40 miles for four separate passes to total 160 miles, to conduct a comprehensive scanning of signs needed for said inventory. Scanning was completed with the Leica Pegasus:Two system so that LiDAR data could also be collected simultaneously with imagery. The imagery was utilized to better manage the sign condition by the Pennsylvania Turnpike Commission from the Northern Terminus of the Northeast Extension to the Lake Harmony / Jim Thorpe off ramp (Exit 87) as they move to a closer Cashless Tolling system along the interstate.

I-81 Wilkes-Barre, 3D Mobile LiDAR Dimension Measurements and Realignment, Luzerne County, PA



As a subconsultant for New Enterprise Stone & Lime, Inc. (NES&L), Stahl Sheaffer performed 3D Mobile LiDAR Scanning and acquired survey grade high-resolution Mobile LiDAR point cloud data tied to survey control for the analysis and realignment of 15 miles of I-81 in Wilkes-Barre, Luzerne County, PA. Stahl Sheaffer Engineering drove 15 miles for four separate passes to total 60 miles, to precisely capture the LiDAR data required for the lane analysis. From this data certain features were extracted and include but are not limited to edge of asphalt, paint lines

and concrete separations at the beginning of the project. Spot elevations were also extrapolated every 100 feet in high detailed areas near bridges. Elevations were also extracted every ten feet on bridge decks and bridge run offs along the mainline of the interstate. Stahl Sheaffer also provided survey plan views for the mainline of the interstate in both the North and South directions as well as the required ramp areas.



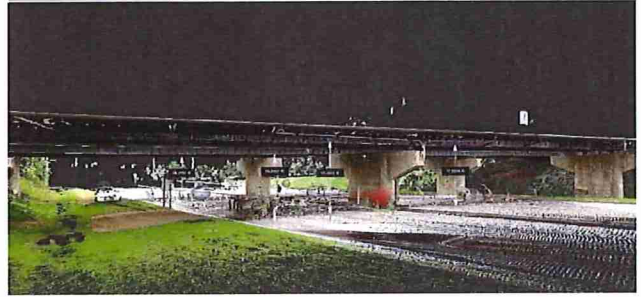
HRI – State Route 322, Juniata County, PA

Stahl Sheaffer provided Mobile LiDAR and Terrestrial 3D Scanning data of a set of bridges on Pennsylvania State Route 322 in Juniata County, PA. The project included collecting 360-degree 3D Mobile LiDAR data and 3D scanning of the bridge surface and approaches to document existing pavement grade and cross slope for use in analyzing pavement conformance to design plans. The scanning found the grade to be out of compliance, a report and gradient map was prepared to display the irregularities in the bridge surface.

West Virginia Roadway Improvement Initiative, Various Counties, WV

Stahl Sheaffer was the lead design engineering firm on a project that included various public roadway improvement projects totaling 183 miles located in several WVDOH Districts (District 1, 2, 3, 4 & 6). The work involved approximately 100 roadway upgrade projects, 8 bridge replacement or rehabilitation projects, 2 aluminum box culverts, numerous slide repairs, and assisting in the construction management of these roadway improvement and bridge projects as part of the scope.

Stahl Sheaffer completed the geotechnical inspection and design, survey, design, DOT permitting, environmental permitting, and project bidding with extensive support from the GIS and LiDAR departments. Stahl Sheaffer assisted in the construction of the roadway improvements in less than 12 months from Notice to Proceed.



EQT - SR 4005, SR 4007, SR 4008, SR 4010 and SR 4015 Roadway Improvement Project, Greene County, PA

Stahl Sheaffer performed full base mapping using survey-grade LiDAR scanning equipment, the Leica Pegasus:Two, for 12 miles of roadway in Greene County, PA, as well as traditional surveying to locate utilities and property boundary evidence for right of way plans as needed. We used Overhead Clearance mapping for multiple compressor stations across multiple states. And then we completed the design and permit plans for cement-stabilized full depth roadway reclamation, asphalt overlays, and drainage improvements repairs for SR 4007, SR 4005, SR 4008, SR 4010, and SR 4015.

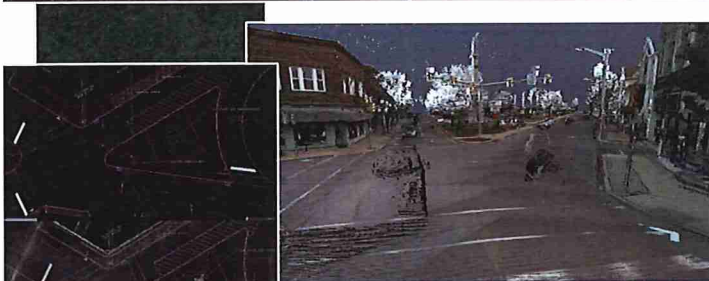
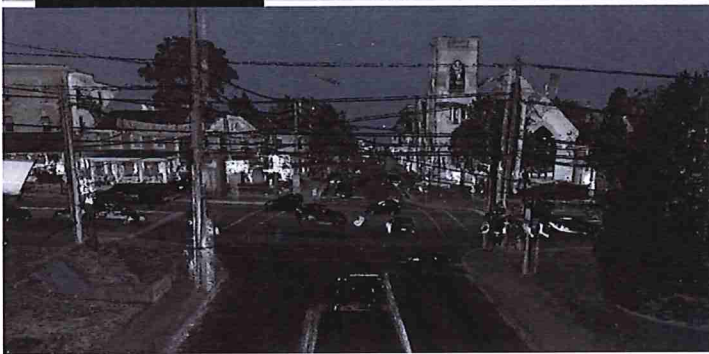
Popple Construction - Interstate 81 Pavement Reconstruction

This was a highway pavement reconstruction project. Stahl Sheaffer acquired Mobile LiDAR data for use in location of concrete pavement joints if needed to help determine or negotiate bid pay item.

GAI Consultants - Interstate 70

Stahl Sheaffer provided Mobile LiDAR data for a 14-mile section of Interstate 70 which included collecting 360-degree 3D Mobile LiDAR data of the roadway to document existing pavement conditions for use in analyzing pavement life and anticipate risk associated with proposed construction and re-surfacing. We provided a report of the pavement defects and broken out by severity for the entire length of the project east bound and west bound travel lanes as well as the on and off ramps.

Shippensburg Streetscape, 3D Mobile LiDAR, US 11 Shippensburg, PA



As a subconsultant to Rettew Associates, Inc., Stahl Sheaffer performed 3D Mobile LiDAR Scanning and acquired survey grade high-resolution Mobile LiDAR point cloud data tied to survey control for a Street Scope project in the town of Shippensburg. This project mapped approximately 1.5 miles along US Route 11 as well as portions of more than 15 side streets. Following data acquisition, Stahl Sheaffer used specialized mapping software to extract and map all visible features of note within 40 feet of the road right of way centerline up to and including the face of buildings. Following feature extraction, the high-resolution point cloud was used to generate a 3D digital terrain model of the ground surface for use during design.

SR 150 Lock Haven Signals, 3D Mobile LiDAR Base Mapping, Lock Haven, PA

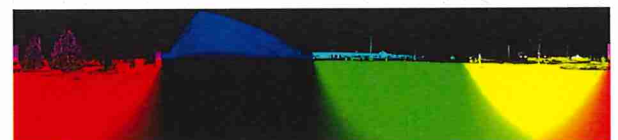
As a subconsultant to Gibson-Thomas Engineering Co., Inc., Stahl Sheaffer performed 3D Mobile LiDAR Scanning and acquired survey grade high-resolution Mobile LiDAR point cloud data tied to survey control for the design of new traffic signals in the town of Lock Haven, PA. This project encompassed 11 intersections and mapped portions of 12 roads. Following data acquisition, Stahl Sheaffer used specialized mapping software to extract and map all visible features of note within 40 feet of the road right of way centerline up to and including the face of buildings. Following feature extraction, the high-resolution point cloud was used to generate a 3D digital terrain model of the ground surface for use during design.

Shopping Center Site Improvements, Pleasant Valley Shopping Center, Altoona, PA

The project included removal of all existing concrete between the shopping center building entrances, and replaced with accessible building entrances, ADA ramps, and parking lot pavement as

required compliance.

Stahl Sheaffer assisted with site engineering and developed a static 3D topographic survey and 3D LiDAR scan of multiple units within the shopping center for the sidewalk and building entrances located along the front side of the shopping center, which included a frontage of approximately 1,400 LF. This survey formed the basis of design and construction documents defining all work required to correct ADA deficiencies throughout the shopping center.



3. Personnel

Timothy H. Kinder, PLS, CFM – Director of Survey, Director of Operations WV

EDUCATION

Associate of Science, Land Surveying, Glenville State College
Regents Bachelor of Arts, Marshall University

PROFESSIONAL EXPERIENCE

Mr. Kinder oversees all survey projects and leads all operations out of Stahl Sheaffer's two West Virginia locations. Mr. Kinder is responsible for driving project schedules, managing project budgets, leading client/sub-consultant coordination, and overseeing the technical design and survey of project teams. He is responsible for performing reviews of all survey projects, directing staff surveyors and technicians, and managing client communication and project progress. Mr. Kinder has 26 years of experience in boundary and topographical surveying, subdivision and land development planning, oil and gas upstream and midstream development planning, and construction survey layout, Mobile LiDAR and 3D scanning data collection, analysis and processing, point cloud registration, 3D mesh creation and modelling. Mr. Kinder is a certified Floodplain Manager and Professional Land Surveyor in West Virginia, Rhode Island, and Connecticut.

REPRESENTATIVE PROJECTS

- **SR 150 Lock Haven Signals, Mobile LiDAR Base Mapping, Lock Haven, PA** – Stahl Sheaffer acquired survey grade high-resolution Mobile LiDAR point cloud data tied to survey control for the design of new traffic signals in the town of Lock Haven, PA. This project encompassed 11 intersections and mapped portions of 12 roads. Following data acquisition, Stahl Sheaffer used specialized mapping software to extract and map all visible features of note within 40 feet of the road right of way centerline up to and including the face of buildings. Following feature extraction, the high-resolution point cloud was used to generate a 3D digital terrain model of the ground surface for use during design.
- **US Route 11, Shippensburg Streetscape Project, Shippensburg, PA** – Stahl Sheaffer acquired survey grade high-resolution Mobile LiDAR point cloud data tied to survey control for a Street Scape project in the town of Shippensburg. This project mapped approximately 1.5 miles along US Route 11 as well as portions of more than 15 side streets. Following data acquisition, Stahl Sheaffer used specialized mapping software to extract and map all visible features of note within 40 feet of the road right of way centerline up to and including the face of buildings. Following feature extraction, the high-resolution point cloud was used to generate a 3D digital terrain model of the ground surface for use during design.
- **The Pennsylvania State University, Centre County, PA** – Survey Project Manager for a comprehensive roadway classification, assessment, and asset management solution project. This project included 3D LiDAR survey of 100 miles of roads and development of a Roadway Network Maintenance and Repair Prioritization Tool to provide Penn State personnel a process to systematically identify and prioritize necessary repairs, maintenance, and rehabilitation as well as to forecast anticipated necessary yearly

expenditures. The Penn State Roadway Network consists of 30 miles of paved roadways and 69 miles of unpaved roadways.

- **West Virginia Roadway Improvement Project, Confidential Energy Client, Various Counties, WV** – Survey Project manager for a 183-mile roadway improvement project throughout West Virginia. The project was located across various WVDOH Districts including District 1, 2, 3, 4, and 6. Mr. Kinder was responsible for the oversight, quality control and scheduling of the survey crew and technicians for providing mobile lidar point cloud data, topographic base mapping, utility relocations, construction layout, certified plat creation for new right of way, and easement acquisitions.
- **Interstate 81 - Mobile LiDAR Mapping Project, Scranton, PA** – Project Manager for an 18-mile section of Interstate 81 which included 360-degree 3D Mobile Mapping of the roadway to document existing conditions prior to roadway construction and re-surfacing.
- **Interstate 70 - Mobile LiDAR Mapping Project, Ohio County, WV** – As part of a design build proposal team, Mr. Kinder served as the Survey Project Manager providing Mobile LiDAR data for an 14-mile section of Interstate 70 which included collecting 360-degree 3D Mobile LiDAR data of the roadway to document existing pavement conditions for use in analyzing pavement life and anticipate risk associated with proposed construction and re-surfacing.
- **Secondary Route 21 - Mobile LiDAR Base Mapping Project, Jackson County, WV** – Survey Project Manager providing Mobile LiDAR data for a 2-mile section of West Virginia Secondary Route 21 which included collecting 360-degree 3D Mobile LiDAR data of the roadway to document existing conditions along the corridor for use in designing road upgrades for anticipated heavy hauling and wide load traffic.
- **Kinder Road – Bridge and Intersection Widening Project, Greene County, PA** – Survey Project Manager providing surveying and 3D mapping for a small stretch of roadway, bridge and adjacent intersection which included collecting Hydraulic & Hydrology cross sections, Terrestrial 3D Scanning and 360-degree 3D Mobile LiDAR data of the roadway, bridge and stream to document existing conditions along the corridor for use in designing road and bridge upgrades for anticipated heavy hauling and wide load traffic.

CREDENTIALS

- Professional Surveyor:
 - State of West Virginia License [REDACTED]
 - State of Rhode Island and Providence Plantation License [REDACTED]
 - State of Connecticut License [REDACTED]
 - Commonwealth of Kentucky [REDACTED]
- Certified Floodplain Manager License [REDACTED]
- Association of Floodplain Managers (ASFM), Member
- West Virginia Society of Professional Surveyors, Member
- Pennsylvania Society of Land Surveyors, Member
- National Society of Professional Surveyors (NSPS), Member
- American Association of Drilling Engineers, Member

Jonathan D. Efaw – LiDAR Manager

EDUCATION

ASPRS Certified LiDAR Technologist

PROFESSIONAL EXPERIENCE

As LiDAR Manager, Mr. Efaw is responsible for conducting technical projects that involve emerging technology in the fields of reality capture. He has experience in managing technical projects in the fields of airborne imagery and video capture, 3D rendering, stereo mapping, pixel match modeling, terrestrial and mobile LiDAR collection and post-processing, plant process modeling, architectural modeling, civil drafting, augmented reality, software application development, and sidescan sonar hydrography. Representative projects include:

- **Overland Belt Truss Deflection Study** — Served as project and development lead for a process of observing mechanical stress on structural spans of steel utilizing terrestrial LiDAR data to determine the amount of linear deflection created by misaligned mining belt systems. By determining the amount of bow or sag in the truss components after baseline data was collected and compared to test data, operators could pinpoint the cause of deteriorating components that could cause a potential failure.
- **LNG Pipeline Infrared Leak Detection** — Served as project and development lead to monitor liquid natural gas transportation lines in accordance with PHMSA regulations for multiple oil and gas operators. A system utilizing a Bell206 Jet Ranger and Cineflex MSII gyro-stabilized infrared camera was developed to patrol the pipeline right-of-way to detect potential gas leaks by temperature gradient.
- **Dam Hydrographic Mapping** — Served as data acquisition and processing lead on a dam rehabilitation project required that an accurate floor topography of the attached lake be created to calculate accurate volumes of stored water for hydrology calculations. To create this underwater surface, seafloor systems sidescan sonar and direct RTK sonar were used to create a point cloud of the lake bottom that was used to develop an accurate surface model for hydrology.
- **Underground Slope Tunnel Mapping** — Served as reality capture and modeling lead for a Southwestern Pennsylvania coal company to determine the cause of belt spillage in underground slope tunnels. A laser scanner and proximity-based terrain modeling software were used to determine the belt alignment and 3D tunnel surface. With this information, mining staff could make an informed decision on the available solutions to the problem within the working space of the tunnel.
- **City of Bridgeport Aerial Stereo Mapping** — Served as a stereo compiler for the aerial mapping data produced from low altitude high resolution imagery of the city of Bridgeport, WV. Using stereo pairs of survey grade images, DTM files, contours, and planimetrics were created with cardinal systems software.
- **ODOT Highway and Bridge Modeling** — Served as reality capture and modeling lead for the Ohio Department of Transportation's topography and modeling data for several bridge upgrade projects throughout the state. To provide this product, terrestrial and mobile laser scanners were used to collect a LiDAR point cloud of each site. From the point cloud, 3D CADD models of the bridges and DTM models of the road surface were derived for the transportation engineers on the respective projects.

- **Natural Gas Compressor Station Modeling** —Served as reality capture and modeling lead for several compression station modeling projects for various Appalachian natural gas operators. To perform these projects, a ground-based laser scanner and photography UAS(drone) were used to collect all the relevant project data. Structure from motion software was used in conjunction with the UAS photography to create ortho imagery and a 3D terrain surface, while the ground-based LiDAR was used to model the entire facility in plant-process design software. The facility engineers used this model to design the plant upgrades with significant cost savings on field measurement and front-end design.
- **Penn State East Campus Steam Plant Modeling** – Served as reality capture and modeling lead to create a working BIM model of the East Campus Steam Plant at Penn State University. Point cloud data was collected, registered, and modeled in an efficient fashion to produce a high-quality model of the facility for the university's design consultants to utilize in pipe routing.
- **Penn State Roadway Evaluation and Modeling** – Served as data acquisition and compiling lead to track pavement defects on over 140 miles of university owned roadway and over 1 million square yards of university owned parking areas. GIS data was extracted from mobile LiDAR data for use in annual comparison and maintenance tracking.
- **WV I-70 Surface Rehabilitation** – Served as data acquisition and analysis lead to capture pavement defects and base mapping data of Interstate 70 within WV. Data was compiled in a GIS format for maintenance planning and overall condition assessment. Topography was created for future design and rehabilitation use.
- **Large-scale Natural Gas Pipeline Roadway Assessment** – Served as data acquisition and analysis lead on over 1200 miles of mobile LiDAR acquisition, processing, and analysis for pipeline routing and road upgrades.
- **Manager of Mobile Mapping Program** – Serves as manager of SSE's mobile mapping program. Manages mobile and terrestrial mapping systems to produce various mapping and asset inventory products. Collaborates with internal and client project managers to deliver geospatial data produced and reduced from the mapping systems and develop solutions for data acquisition needs.

CREDENTIALS

- Certified LiDAR Technologist (023LT)
- Leica Geosystems Certified HDS Scanner
- OSHA 10 Hour
- WV Office of Mine Safety and Health Certification
- PEC/Safeland Certified
- Troxler Nuclear Gauge Certified
- Rice Energy Safety Certified
- Noble Energy Safety Certified
- DOT Aerial Right-of-Way Inspection Certified
- MSHA Mine Safety Surface Operation Certified
- Contoura Energy Surface Safety Certified
- Morton Salt Surface and Underground Operation Safety Certified

Adam Leister – LiDAR Technician

EDUCATION

Bachelor of Sciences: Geography, Mapping Technology and Environmental Science;
Mansfield University of Pennsylvania (2017)

PROFESSIONAL EXPERIENCE

As a LiDAR Technician, Mr. Leister has experience in Mobile LiDAR data acquisition and processing, in both the field and office settings. Mr. Leister has experience scanning roadways, highway areas, and utility roads for gas and oil operations using the Leica Pegasus: Two, Trimble MX2 and the Trimble MX7 platforms. The data collected is utilized in many different applications and projects for engineering, drafting, and design work. Mr. Leister also has experience using CADD to do simple base mapping for design and drafting projects for Stahl Sheaffer Engineering.

Relevant projects include:

- **Mobile LiDAR Data Acquisition**

- Relevant System Experience:

Pegasus: Two Mobile LiDAR Acquisition: Experience using the system in data acquisition in both Pennsylvania, New York, and West Virginia

- **The Pennsylvania State University, Centre County, PA** – LiDAR Technician for a comprehensive roadway collection initiative that was concerned with the collection, classification, and assessment of roadway repairs. This project included driving of over 100+ miles of roadway and parking lots with the Pegasus: Two system in State College, PA and utilizing LiDAR techniques to accurately collect roadway data. This data will then be used in asset management in State College for the University to maintain upkeep on owned roadways and parking lots. Mr. Leister was responsible for mobile data acquisition and initial processing of data for inspections used in asset management.
- **Confidential Energy Client, Various Counties, PA** – Inspection and driving of access roads for well pad haul routes in North Central Pennsylvania. This project included the setting of control points for LiDAR data, scanning of required roads and processing of mobile LiDAR data in office to ensure that needs of the project were met. The data collected is then used to ensure that roadways are within acceptable limits for use as a haul road for energy clients during pre-production, production, and post-production. Mr. Leister was tasked with the data collection in Pennsylvania and processing of data utilized in inspection of potential haul roads and sites.
- **Confidential Energy Client, Various Counties, WV** – Inspection of access roads for pipeline construction and hauling routes of construction material for pipeline. This project occurred across multiple different counties in West Virginia where access roads were scanned with the Pegasus: Two system to ensure that road stability and condition was not negatively impacted by pipeline construction. This was used as post-production data. Mr. Leister was responsible for the mobile data acquisition of West Virginia roads and initial processing of data collected.

Trimble MX7 Mobile Imagery and GPS Acquisition: Experience in imagery and GPS data acquisition in Pennsylvania and West Virginia



- **Confidential Energy Client, Various Counties, PA** – Driving and collection of imagery for well access sites in Southwestern Pennsylvania for planning of well sites. Possible well site access roads were driven in order to determine a baseline for the viability of the roads for use with well pads. Mr. Leister was tasked with mobile data collection and processing of data.

Trimble MX2 Mobile Imagery and GPS Acquisition: Experience in imagery and GPS data acquisition in Pennsylvania and West Virginia

- **Mobile LiDAR Data Post-Processing**
 - Relevant Software Experience:
 - Leica Infinity processing for Pegasus Mobile LiDAR data
 - Waypoint Inertial Explorer
 - Leica Pegasus Manager
 - Trimble Trident processing for MX7 Imagery
 - POSPac Processing Software for MX2 data
 - Autodesk Civil 2017
 - MicroStation and TopoDot Extension for MicroStation

Andrew Gouty, CAD Technician 1



EDUCATION

Associate of Applied Science, Kanawha Valley Community College (2011)

PROFESSIONAL EXPERIENCE

Mr. Andrew Gouty is responsible for managing Stahl Sheaffer Engineering's Survey Cad Drawings. Mr. Gouty has experience in AutoCAD Civil 3D, Revit, Skechup, Microstation, FARO Scene Scanner and software and Leica Pegasus:Two running the scanner and processing the data. Relevant projects include:

- **Pennsylvania State University (Penn State), Parking Lot & Street Defects, Centre County, PA** – CAD Technician for comprehensive roadway classification, assessment, and asset management solution project. This project consists of driving the Leica Pegasus 2 vehicle/ scanner on the streets and parking lots to pick up the data. Then processed the data and have the designers look of the data in MapFactory then draw the defecates out then this will give a percentage of what streets and parking lots that are in the worst shape. This data is given to Penn State, so they can figure out what streets and parking lots to pave in the next year. Mr. Gouty ran the Leica Pegasus:Two and Processed the date for the Penn State lot defects.
- **Mannik & Smith Group, Inc, Hancock County, WV** – CAD Technician for a survey asbuilt of a McDonalds in Chester, WV so the customer can use the asbuilt for renovations. Mr. Gouty scanned the site with the FARO scanner and processed the data and made the survey asbuilt from the scan data.
- **West Virginia Roadway Improvement Initiative, Various Counties, WV** — This Project consist of improving 150 Miles of rural roads, spread across 10 counties in West Virginia. Mr. Gouty served as CAD Technician improving roads/ROW for Trans Canada throughout various counties in WV. He took the survey filed data and processed it to a base map for the designers to improve the road from.
- **Confidential Energy Client, Various Counties, PA** – Inspection and driving of access roads for well pad haul routes in North Central Pennsylvania. This project included the setting of control points for LiDAR data, scanning of required roads and processing of mobile LiDAR data in office to ensure that needs of the project were met. The data collected is then used to ensure that roadways are within acceptable limits for use as a haul road for energy clients during pre-production, production, and post-production. Mr. Gouty was tasked with the data collection in Pennsylvania and processing of data utilized in inspection of potential haul roads and sites.
- **Confidential Energy Client, Various Counties, WV** – Inspection of access roads for pipeline construction and hauling routes of construction material for pipeline. This project occurred across multiple different counties in West Virginia where access roads were scanned with the Pegasus: Two system to ensure that road stability and condition was not negatively impacted by pipeline construction. This was used as post-production data. Mr. Gouty was responsible for the mobile data acquisition of West Virginia roads and initial processing of data collected.

CREDENTIALS

- AUTOCAD, Civil 3D, Microstation, Ravite, Skechup, Virtue Serve, Faro Scene
Site | Survey | Geotechnical | Traffic | Structures | Inspection

Chelsea White – GIS Analyst & sUAS Pilot

EDUCATION

Bachelor of Arts in International Studies and Geography, West Virginia University (2014)

Graduate Certificate in Remote Sensing & Earth Observations,
Pennsylvania State University World Campus (2019)

PROFESSIONAL EXPERIENCE

Ms. White has eight years of experience in the GIS Industry and three years with the Small Unmanned Aerial Systems industry. Ms. White is a certified sUAS Pilot. As a GIS Analyst / sUAS Pilot for Stahl Sheaffer, Ms. White provides Geospatial services to various private and public clients. This includes: ArcGIS Online Portal, Geodatabase Creation/Management, Project Management, Python Scripting, As-Built Documentation, As-Built Alignment Sheets, and sUAS Flight/Mapping. Relevant experience includes:

- **Pegasus: Two Mobile LiDAR Acquisition:** Experience using the system in data acquisition in both Pennsylvania and West Virginia.
 - **Confidential Utility Client, Lock Haven, PA** – As a LiDAR Technician, Ms. White planned and operated the Pegasus for a comprehensive roadway collection through a municipality for classification, and assessment of roadways pre-construction. The resulting processed data will be used as basemapping for civil Engineering applications.
 - **Confidential Utility Client, Shippensburg, PA** – As a LiDAR Technician, Ms. White planned and operated the Pegasus for a comprehensive roadway collection through a municipality for classification, and assessment of roadways pre-construction. The resulting processed data will be used as basemapping for civil Engineering applications.
 - **The Pennsylvania State University, Various Counties, PA** – LiDAR Technician for a comprehensive roadway collection initiative that was concerned with the collection, classification, and assessment of roadway repairs. This project included driving of over 100+ miles of roadway and parking lots with the Pegasus: Two system in State College, PA and utilizing LiDAR techniques to accurately collect roadway data. This data will then be used in asset management in State College for the University to maintain upkeep on owned roadways and parking lots.
 - **Confidential Energy Client, Various Counties, PA** – Inspection and driving of roads for utility projects in North Central Pennsylvania. This project included the setting of control points for LiDAR data, scanning of required roads and processing of mobile LiDAR data in office to ensure that needs of the project were met. The data collected is then used to ensure that roadways are within acceptable limits for future construction projects for utility clients during pre-production, production, and post-production. The resulting data was used as historical data for documentation purposes.
 - **Confidential Energy Client, Various Counties, WV** – Inspection of access roads for pipeline construction and hauling routes of construction material for pipeline. This project occurred across multiple counties in West Virginia where access roads were scanned with the Pegasus: Two system to ensure that road stability and condition



was not negatively impacted by pipeline construction. The resulting data was used as historical data for documentation purposes.

- **Milepost 282 to Milepost 292 Resurfacing, Pennsylvania Turnpike, Lancaster County, Pennsylvania** – Responsibilities included assisting with performing field reviews to document existing features and conditions including resurfacing of the existing bituminous travel lanes; shoulder reconstruction, resurfacing, or sealing; wide area patching, resurfacing, sealing or elimination; access ramp patching, resurfacing or sealing; guide rail and inlet repairs or upgrades; traffic control and erosion & sedimentation control. Roadway plans will be updated to show current existing features and conditions including wide areas, guide rail, drainage items and bituminous curb. sUAS flight documentation of inspected areas. sUAS flight documentation of inspected areas to generate orthorectified images, Digital Surface Models, Digital Terrain Models, Contours, and photo and video documentation.
- **Milepost 353 to Milepost 355 Resurfacing, Pennsylvania Turnpike, Bucks County, Pennsylvania** – Responsibilities included assisting with performing field reviews to document existing features and conditions including bridge approaches to mainline structures, wide areas, access ramps, parking areas, guiderail, drainage items, and bituminous curb. The field view documented areas of bituminous repair and/or milled and resurfaced and/or sealed limits of work. sUAS flight documentation of inspected areas to generate orthorectified images, Digital Surface Models, Digital Terrain Models, Contours, and photo and video documentation.
- **sUAS Flight Mapping, Confidential Client, Wheeling, WV** – Ms. White planned and completed flight planning, data capture and post processing of a flight used to obtain volume calculations for a landfill.
- **sUAS Flight Mapping, Confidential Client, Various Counties, PA** – Ms. White completed flight planning, data capture of Orthoimages, Digital Terrain Models, Contours and photo and video documentation. The post processed data was used to detect and document the condition(s) of natural gas pipeline areas including well pads and access roads.
- **GIS Asset Management Services** – As a GIS Analyst, Ms. White has assisted with GIS services including the generation of Haul Route Maps, HUMP Maps, RUMA Maps, Location Maps, ArcWeb applications, ArcGIS Collector and more for clients from various industries.
- **sUAS Flight Mapping, Various Counties, WV** – Ms. White completed flight planning, data capture, and post processed natural gas pipeline areas including well pads, compression stations, and access roads.
- **County 911 updates, Tyler County, WV** – GIS Analyst that assisted with the creation and implementation of collecting physical addresses of residents for the updated system.
- **North Central WV Assessment Updates, WV** – GIS Analyst assisting several counties in the north central region of West Virginia that were seeking a new, cost effective system to assess.
- **Pipeline Data Management, Morgantown, WV** – GIS Analyst that assisted with the creation and implementation of field data into readily accessible formats, updating in real time.

- **West Virginia County Mapping, North Central, WV** – As GIS Analyst, assisted with processing aerial photography into orthorectified imagery serving the north central WV area as well as south western PA, and Eastern OH.
- **Republic Services Route Upgrade, Morgantown, WV** – GIS Analyst that assisted the rapidly growing city of Morgantown with needs of an updated collection route map to accommodate the growth of the city.
- **West Virginia University Crime Mapping, Morgantown, WV** – Assisted the capstone project as a GIS Analyst, comparing the crime rates of Morgantown since the University's decision to gentrify a predominately student neighborhood.

CREDENTIALS

- FAA Remote Pilot [REDACTED]
- WVAGP Board Member - Secretary
- ASPRS Member
- WAI Member
- OSHA 30 Hour
- CNX Safety Certified
- SCUBA Certified

Subconsultant – Tuck Mapping Solutions, Inc.

Tuck Mapping Solutions, Inc. (TMSI) provides high-density full-waveform LiDAR and aerial photography from both fixed-wing and helicopter platforms. Its staff of 20 professionals has successfully completed thousands of projects since the company's formation in 1985. The Tuck team epitomizes their Appalachian heritage through hard work and an unwavering focus on quality and customer satisfaction.

TMSI owns and operates four RIEGL LiDAR systems that provide rapid and accurate generation of digital point cloud data. By leveraging our aviation, acquisition, and production resources, we control our entire LiDAR mapping process, from acquisition to final client approval. This ensures a timely delivery of accurate data that has gone through our custom post-processing workflow, which includes rigorous quality standards, to produce a variety of highly accurate products.

Services include:

- Digital Aerial Photography
- Orthophotography
- Right of Way Mapping
- Bare Earth LAS files
- Colorized Point Cloud
- Classified LiDAR Data
- Contour Mapping
- 3-D Modeling
- Volumetric Studies
- 3-D Perspective Analysis
- Vegetation Mapping
- Corridor Studies
- Floodplain Mapping
- Disaster Management
- Airport Facilities Survey
- Land Use Mapping
- Transportation Mapping
- Engineering Applications
- Forestry Applications
- Digital Terrain Models
- Building Footprints
- Planimetric Feature Extraction

Tuck Mapping remains a small business with the focused work ethic and “drive to satisfy” that a small enterprise requires. This customer focused culture coupled with experienced people, up-to-date technology and state-of-the art equipment gives Tuck strong capabilities for meeting the needs of its clients.

Tuck has a long-standing reputation for integrity in every aspect of its business operations. Long-term employees and long-term clients are evidence of Tuck's commitment to quality customer service, fairness, and reliability. Other mapping firms frequently request Tuck's services to supplement their operations and Tuck often participates on teams with engineering firms and other mapping firms for large government contracts. Clients throughout the United States trust

Tuck Mapping and its staff for fulfilling commitments, delivering excellent service, and providing accurate data.

Capabilities

The Tuck team has expertise and experience in digital and conventional aerial photography (color, black and white, B&W IR and color IR), LiDAR, digital mapping, stockpile volumetric calculation, digital orthophotography, surveying, aerial triangulation, and cross sections. Employees are well-trained for their assignments and maintain current knowledge of new developments. All projects are completed under the supervision of registered professional engineers, licensed land surveyors or certified photogrammetrists.

Consultation

All projects at Tuck begin with client consultation to thoroughly understand the project and the client's mapping needs. This consultation is critical to successfully completing a project and satisfying a client. Upon thorough project understanding, Tuck will recommend the optimal mapping approach to meet the specifications of the project in the most effective and cost-efficient manner. Many long-term clients utilize this counsel on a regular basis and depend upon it for their mapping decisions.

Equipment and Software

Tuck has the latest equipment and software to obtain and deliver accurate data and imagery. Survey crews have the latest GPS equipment, electronic total stations, automatic levels and theodolites. The processing staff uses the most current versions of Microstation, AutoCAD and other digital design software. The two fixed-wing aircraft are equipped with Vexcel UltraCam Falcon Prime Large-Format Digital Camera, Leica RCD-30 aerial cameras or the RCD30 Digital Color Camera with azimuth mount. Each of the two helicopters has the Leica RCD30 digital four band camera or the Applanix DSS 322 digital camera and Riegl, Q780i, Q560, 680i, or Q480 Full Waveform laser scanners.

Aircraft

The aerial mapping camera systems are mounted on two aircraft: A Piper Navajo (N190TA) and a Cessna 206 Stationair II (N193TA). The Piper Navajo is equipped with an UltraCam Falcon Large-Format digital camera with GYRO mount and Airborne GPS. Both aircraft are equipped with the GPS Flight Management systems for navigational and camera control to perform aerial photography projects in precise compliance with flight plans.

Two Bell helicopters: a JetRanger BIII (N192TA) and a LongRanger III (N194TA) are equipped with Tuck's proprietary eagleeye® mapping system that was developed in 2005 in cooperation with Applanix. This is the industry's first matched and integrated LiDAR scanner and digital camera. The eagleeye system was designed for low-altitude mapping where "engineering grade" accuracy is required. The system obtains vertical accuracies of one to two inches (1" - 2") and is ideal for mapping projects such as transmission lines, highway corridors development sites and other engineering projects.

Competency

Tuck's excellent staff and up-to-date technology allow it to meet almost any mapping need. These strengths coupled with the focus and personal touch of a small business make Tuck a preferred mapping supplier. Tuck has demonstrated its strong capabilities and exceptional performance with a long history of satisfied clients including organizations such as Tennessee Valley Authority, National Oceanic and Atmospheric Administration, Army Corps of Engineers, USGS, US Air Force, FEMA, US Marine Corps, and Vulcan materials which have been clients for many years.

Appendix A

**Signature Sheets, Affidavit, Bid Schedule, and Addendum
Acknowledgement**



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

State of West Virginia
Request for Quotation
34 — Service - Prof

Proc Folder: 729801

Doc Description: Addendum No.01 Mapping Services in Southern West Virginia

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-06-24 | 2020-06-30 13:30:00 | CRFQ 0313 DEP2000000038 | 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:

Stahl Sheaffer Engineering, LLC
250 Lakewood Center
Morgantown, WV 26508
304.381.4281

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2596
guy.l.nisbet@wv.gov

Signature X

FEIN # 11-3759367

DATE June 30, 2020

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Request for Quotation
(WV DEP Mapping Services for Southern West Virginia)

In accordance with WV Code 5A-3, The West Virginia Purchasing Division is soliciting bid responses on behalf of the Agency, The West Virginia Department of Environmental Protection (WVDEP) to establish an open-end contract for Mapping Services in the 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 radar (LIDAR) data, or currently utilized and developing technologies. Per the bid requirements, specifications and terms and conditions as apart of the solicitation documents and attached hereto .

| 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 |
|------|-------------------|-----------|------------|------------|-------------|
| 1 | Control Surveying | 600.00000 | HOUR | \$75.00 | \$45,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

Extended Description :

(Spec Item 3.1.1.2 & 4.2)

| 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 |
|------|--|------------|------------|------------|--------------|
| 2 | Topographic, Planimetric and Check Surveying | 1800.00000 | HOUR | \$80.00 | \$144,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

Extended Description :

(Spec Item 3.1.1.3 & 4.2)

| 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 |
|------|------------------------------------|----------|------------|------------|-------------|
| 3 | Topographic Mapping - (0-25 Acres) | 15.00000 | ACRE | \$1,050.00 | \$15,750.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

Extended Description :
(Spec Item 3.2 & 4.2)

| 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 |
|------|-------------------------------------|----------|------------|------------|-------------|
| 4 | Topographic Mapping - (25-50 Acres) | 30.00000 | ACRE | \$500.00 | \$15,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

Extended Description :
(Spec Item 3.2 & 4.2)

| 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 |
|------|--------------------------------------|----------|------------|------------|-------------|
| 5 | Topographic Mapping - (50-100 Acres) | 75.00000 | ACRE | \$193.00 | \$14,475.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

Extended Description :
(Spec Item 3.2 & 4.2)

| 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 - (Over 100 Acres) | 125.00000 | ACRE | \$112.00 | \$14,000.000 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81151601 | | | |

Extended Description :
(Spec Item 3.2 & 4.2)

| | | | |
|---------------|--------------------------------|---|------------------------|
| DEP2000000038 | Document Phase Final | Document Description Addendum No.01 Mapping Services in Southern West Virginia | Page 5 of 5 |
|---------------|--------------------------------|---|------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Stahl Sheaffer Engineering, LLC.

Authorized Signature: *[Signature]*

Date: June 30, 2020

State of West Virginia

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 30th day of June, 2020

My Commission expires June 27, 2022

AFFIX SEAL HERE

NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Molly Ann Moore, Notary Public
Allegheny County
My commission expires June 27, 2022
Commission number 1115087
Member, Pennsylvania Association of Notaries

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

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are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: June 18th, 2020 at 9:00 AM. EST.

Submit Questions to: Guy Nisbet
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Guy.L.Nisbet@WV.Gov.

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

| | |
|-------------------|---|
| SEALED BID: | WV DEP Mapping Services in Southern West Virginia |
| BUYER: | Guy Nisbet |
| SOLICITATION NO.: | |
| BID OPENING DATE: | |
| BID OPENING TIME: | 1:30 PM. ET. |
| FAX NUMBER: | 304.558.3970 |

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: June 30th, 2020 at 1:30 PM. ET.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "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.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "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.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "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 award and extends for a period of one (1) 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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for year(s) thereafter.

☐ **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. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$2,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$2,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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 laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

Revised 01/09/2020

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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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



(Name, Title)

Timothy H. Kinder, PLS, CFM

(Printed Name and Title)

250 Lakewood Center, Morgantown, WV 26508

(Address)

304.381.4281 304.381.4299

(Phone Number) / (Fax Number)

tkinder@sse-llc.com

(email address)

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

Stahl Sheaffer Engineering, LLC.

(Company)



Aaron Fayish, P.E., PTOE, Principal

(Authorized Signature) (Representative Name, Title)

Aaron Fayish, P.E., PTOE - Principal Stahl Sheaffer Engineering, LLC

(Printed Name and Title of Authorized Representative)

June 30, 2020

(Date)

304.381.4299 304.381.4281

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Stahl Sheaffer Engineering, LLC.

Company



Authorized Signature

June 30, 2020

Date

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

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SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Environmental Protection to establish an open-end contract for Mapping Services in the 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 radar (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.

Counties included on this contract are Cabell, Putnam, Kanawha, Clay, Nicholas, Greenbrier, Fayette, Summers, Mercer, Raleigh, Wyoming, McDowell, Mingo, Logan, Boone, Lincoln, Wayne, Roane, Jackson, Mason, Braxton

Previous Solicitation: CRFQ DEP1600000053 that closed on 06/21/2016. Vendors may view previous solicitation responses on the West Virginia Purchasing Division Bid Opening page:

<http://www.state.wv.us/admin/purchase/Bids/FY2016/BO20160621.html>

Vendors are encouraged to read solicitation thoroughly as specifications and Terms and Conditions most likely have changed since last advertised.

- 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 as Exhibit A and used to evaluate the Solicitation responses.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 “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.
- 2.5 “NAD83/2011”** is the North American Datum of 1983.

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- 2.6 "NAVD/88" is the North American Vertical Datum of 1988.
- 2.7 "ASCII" is the American Standard Code for Information Interchange.
- 2.8 "ASC" is the American Standard Code which is a text file in which each byte represents one character according to ASCII Code.
- 2.9 "TXT" is a computer file that contains Text (and possibly formatting instructions) using seven-bit ASCII characters.
- 2.10 "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.
- 2.11 "NTE" means Not-To-Exceed.
- 2.12 "RGB" means Red-Green-Blue which is a color model based on additive color primaries.
- 2.13 "JPEG" means Joint Photographic Experts Group which is a development group for compressed 24-bit color image stored format, also a file extension.
- 2.14 "TIFF" means Tagged Image File Format which is a graphics file format.
- 2.15 "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.
- 2.16 "2D" means two-dimensional space which is a geometric model of the planar project.
- 2.17 "3D" means three-dimensional space which is a three-dimensional representation of geometric data.
- 2.18 "CSV" means Comma Separated Values which is a file that stores tabular data (numbers and text) in plain text.
- 2.19 "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.
- 2.20 "LAS" means Laser File Format which is a file format which is used in lidar processing operations.

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- 2.21 **"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.
- 2.22 **"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.
- 2.23 **"DEM"** means Digital Elevation Model which is a digital model or three-dimensional representation of a terrain's surface.
- 2.24 **"AutoCAD"** is a commercial software application for two-dimensional and three-dimensional computer aided design (CAD) and drafting.
- 2.25 **"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.
- 2.26 **"RFQ"** means Request for Quotation.
- 2.27 **"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 CONTROL, TOPOGRAPHIC, PLANIMETRIC AND CHECK 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.

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The minimum requirements for the installation of control shall be specified in the project Work Directive.

3.1.1.2.1 The Measurement and payment for control surveying shall be 'per hour' and shall be inclusive of all requirements herein. No additional payment will be made for this work.

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:

3.1.1.3a The maximum allowable relative horizontal positioning precision is 2 cm (0.07 feet) plus 50 parts per million (based upon direct distance between the two points.)

3.1.1.3b 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 Section 3.1.1.2.

3.1.1.3c 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.

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

3.1.1.3e 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.

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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.

3.1.1.3f 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 miles). The locations, descriptions and elevations of benchmarks shall be accurately recorded in the notes or contained within a point list file.

3.1.1.4 The measurement and payment for Topographic, Planimetric and Check Surveying shall be 'per hour' and shall be inclusive of all requirements herein. No additional payment will be made for this work.

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 fiduciary 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.

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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.

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

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

3.2.1.1c 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.

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3.2.1.3 LiDAR – Airborne or Terrestrial 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 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:

3.2.1.5a If the mapping requires the use of two sheets or more, match lines will be used to relate the sheets together. If the

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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.

- 3.2.1.5b** 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 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.
- 3.2.1.5c** 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.
- 3.2.1.5d** 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 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.
- 3.2.1.5e** 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.
- 3.2.1.5f** 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 $0.01 \times$ the scale of the map expressed in feet per inch.

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- Percentage errors in scaled errors shall not exceed 0.02 x the 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.

3.2.1.5g 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.

3.2.1.6 The measurement and payment for Topographic Mapping shall be 'per acre' and shall be inclusive of all requirements herein. No additional payment will be made for this work.

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 Professional Surveyor, licensed or registered in the State of West Virginia, who will certify the work and drawings performed under this contract and 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

REQUEST FOR QUOTATION
[Mapping Services in Southern WV]

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- 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).
- 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 all 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 Department 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.

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

- 3.6 Contractor Information Form (AVS):** Vendor must complete this form to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement. This requirement applies to contractors and their sub-contractors and is found under OSMRE’s regulations at 30 CFR 874.16. Vendor must sign and date and form must be recent. Vendor should provide this document with their submitted bid response and will be required prior to award.

4. CONTRACT AWARD:

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- 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 Bid Amount as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages in Oasis with Bid Cost per Unit. 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.

For a bid to be accepted, all line items must contain a price or be inclusive in another item. Otherwise, bid will be disqualified.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. If responding with a paper bid, Vendors should download and/or print the assembled CRFQ document (with the highest version number) from wvOASIS and insert their unit price and extended cost for each line item.

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.

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

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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 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

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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.

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.

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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.

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: Timothy H. Kinder, PLS, CFM

Telephone Number: 304.381.4281

Fax Number: 304.381.4299

Email Address: tkinder@sse-llc.com

Appendix B

Insurance and Workers Compensation Certificate



STAHSHE-01

SMITA1

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|-------------------------------|
| PRODUCER Frost & Conn, Inc. 1301 North Atherton St Suite 3 State College, PA 16803 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (814) 237-1492 | FAX (A/C, No): (814) 234-0389 |
| INSURED Stahl Sheaffer Engineering LLC 301 Science Park Rd., Ste. 333 State College, PA 16803 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Cincinnati Insurance Co | NAIC # 10677 |
| | INSURER B: Cincinnati Indemnity Company | 23280 |
| | INSURER C: Admiral Insurance Company | |
| | INSURER D: ACE American Insurance Company | 22667 |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | ECP 0141431 | 5/15/2020 | 5/15/2021 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| | OTHER: General Aggregate | | | | | | |
| A | AUTOMOBILE LIABILITY | | | ECP 0141431 | 5/15/2020 | 5/15/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | ECP 0141431 | 5/15/2020 | 5/15/2021 | EACH OCCURRENCE \$ 5,000,000 |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ |
| | DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | EWC 0430260 | 5/15/2020 | 5/15/2021 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional Liabili | | | EO000032189 | 2/1/2020 | 2/1/2021 | Each Claim \$ 5,000,000 |
| D | Commercial Umbrella | | | USL006465202 | 5/15/2020 | 5/15/2021 | Per Occur. \$ 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| WV Department of Environmental Protection Office of AML&R 601 57th Street SE Charleston, WV 25304 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

Appendix C

AML Contractor Information Form and Disclosure of Interested Parties to Contracts

OMB # 1029-0119
Expiration Date: 10/31/2021

ABANDONED MINE LANDS (AML) CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an eligibility evaluation from the Office of Surface Mining Reclamation and Enforcement (OSMRE) to determine if you are eligible to receive an AML contract. This requirement applies to contractors and their sub-contractors and can be found under OSMRE's regulations at 30 CFR 874.16. **NOTE:** This form must be signed and dated within 30 days of submission to be considered for a current bid.

Part A: General Information

Business Name: Stahl Sheaffer Engineering, LLC
Tax ID #: 11-3759367
Address: 250 Lakewood Center
City, State, & Zip: Morgantown, WV 26508
Phone Number: 304.381.4299
Email Address: tkinder@sse-llc.com

Part B: Obtain an Organizational Family Tree (OFT) from the Applicant Violator System (AVS)

If you plan to certify the existing AVS information or submit updates under Part C, you must include an OFT. To obtain an OFT, you may contact the AVS Office at 800-643-9748 or from the AVS website at: <https://avss.osmre.gov/>. Instructions for how to download an OFT from the AVS can be found at: <https://www.osmre.gov/programs/AVS/aml-instructions.pdf>.

Part C: Certifying and updating information in the AVS

Select only one of the following options, follow the instructions for that option, and sign and date below.

I, Aaron Fayish, P.E., PTOE
(Print Name), have express authority to certify that:

- ☐ 1. Our business is in the AVS and is accurate, complete, and up-to-date. If you select this option, you must attach an Entity OFT from the AVS to this form. Do not complete Part D.
- ☐ 2. Our business is in the AVS but needs to be updated. If you select this option you must attach an Entity OFT from the AVS to this form. Use Part D to provide the missing or corrected information.
- ☒ 3. Our business is not in the AVS and needs to be added. Complete Part D.

June 30, 2020
Date


Signature

Principal
Title

OMB # 1029-0119
Expiration Date: 10/31/2021

Part D: OFT Information

Contractor's Business Name: Stahl Sheaffer Engineering, LLC

If the current Entity OFT information for your business is incomplete in the AVS, or if there is no information in the AVS for your business, you must provide all of the following information as it applies to your business. Please include additional copies of this page if the space below is not sufficient to capture all information.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors, Partners, and Members;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.
- Please list an end date for any person no longer with your business.

Name: Rod Stahl, P.E.
Address: State College, PA 16803
Begin Date: January 1, 2006
End Date: N/A
% Ownership: 35%
Position/Title: Principal
Phone Number: 814.689.1562

Name: Jeffrey Sheaffer, P.E.
Address: Selinsgrove, PA 17870
Begin Date: October 9, 2006
End Date: N/A
% Ownership: 35%
Position/Title: Principal
Phone Number: 570.374.4813

Name: Aaron Fayish, P.E., PTOE
Address: Canonsburg, PA 15317
Begin Date: January 2, 2007
End Date: N/A
% Ownership: 30%
Position/Title: Principal
Phone Number: 724.960.1111

Name: _____
Address: _____
Begin Date: _____
End Date: _____
% Ownership: _____
Position/Title: _____
Phone Number: _____

PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to range from 15 minutes to one hour, with an average of 30 minutes per response, including time for reviewing instructions, gather and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, 1849 C Street, NW, Room 4559, Washington, DC 20240.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or "Interested parties" means:

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

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

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

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

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Stahl Sheaffer Engineering, LLC. Address: 250 Lakewood Center, Morgantown, WV 26508

Name of Authorized Agent: N/A Address: N/A

Contract Number: CRFQ 0313 DEP2000000038 Contract Description: Mapping Services for Northern WV

Governmental agency awarding contract: West Virginia Department of Environmental Protection

☐ Check here if this is a Supplemental Disclosure

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

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

Tuck Mapping Solutions, Inc.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: June 30, 2020

Notary Verification

State of Pennsylvania, County of Allegheny:

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

Taken, sworn to and subscribed before me this 30th day of June, 2020


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Commonwealth of Pennsylvania - Notary Seal
Molly Ann Moore, Notary Public
Allegheny County
My commission expires June 27, 2022
Commission number 1152078
Member, Pennsylvania Association of Notaries