



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

**Solicitation**

NUMBER
TAX12007

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE HILL 304-558-2157

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STATE TAX DIVISION  
 PROPERTY TAX DIVISION  
 GREENBROOKE BUILDING  
 1124 SMITH STREET  
 CHARLESTON, WV  
 25301 304-558-3940

DATE PRINTED
06/13/2012

BID OPENING DATE: 07/17/2012

BID OPENING TIME

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		EA		962-52		
<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA STATE TAX DIVISION AND WEST VIRGINIA PROPERTY TAX DIVISION REQUEST A QUOTE FROM QUALIFIED VENDORS TO DEVELOP A GIS DATABASE FOR THE DIGITAL CONVERSION OF COUNTYWIDE TAX MAPS PER THE ATTACHED SPECIFICATIONS.</p> <p>**BID OPENING: JULY 17, 2012 AT 1:30 PM</p> <p>LOCATION: PURCHASING DIVISION, BUILDING #15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305</p> <p>MAPPING SERVICES</p> <p>GIS DATABASE FOR THE DIGITAL CONVERSION OF COUNTYWIDE TAX MAPS PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS: SPECIFICATIONS            INSTRUCTIONS TO BIDDERS            GENERAL TERMS &amp; CONDITIONS            CERTIFICATION &amp; SIGNATURE PAGE            ADDENDUM ACKNOWLEDGEMENT            VENDOR PREFERENCE CERTIFICATE            PURCHASING AFFIDAVIT</p>						

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ TAX12007 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
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## REQUEST FOR QUOTATIONS – TAX12007

The *purpose* of this Request for Quote (RFQ) is for West Virginia Property Tax Division (WVPTD) to assist counties with their tax mapping programs. This RFQ seeks to invite proposals from qualified vendors to develop a GIS database for the digital conversion of countywide tax maps. Utilizing the latest Environmental Systems Research Institute (ESRI) software, the selected vendor **SHALL** replicate the complete set of tax maps and produce a digital map book that is compliant to state/local standards and all specifications outlined within this proposal.

In the 1960's, county tax maps in West Virginia were manually created by the Dept. of Revenue and then later maintained by county in-house mappers. To address inherent problems and establish state-level governance of these tax maps, the WV State Code §11-1C-4 was passed in 1990 and sanctioned the Property Valuation Committee (PVC) for instituting uniform and statewide standards and rules for the maintenance of tax maps. In 2009, the commission approved the revised procedural rule titled the *Statewide Procedures for the Maintenance and Publishing of Surface Tax Map* (189CRS3). Within this ruling, the WVPTD is cited as the authoritative agent to ensure compliance with statewide tax mapping procedures (§1.6.b).

The scope of work (SOW) for the tax maps includes both digital and manual elements. The successful candidate for this project should be, or become extremely familiar with the West Virginia procedural rule 189CRS3. Significant to county-level mapping, it is also important to highlight the technical aspects of the International Association of Assessing Officer's (IAAO) standards and recommendations in the *Standard on Manual Cadastral Maps and Parcel Identifiers* (2004) and the *Standard on Digital Cadastral Maps and Parcel Identifiers* (2012). The digital or manual map schemes may be universally applied and many of the sections in the 189CRS3 disseminates from them.

*It is essential that each vendor interested in responding to this RFQ review the literature stated above.* The West Virginia GIS Technical Center (WVGISTC) provides additional resources instrumental to the project (2012).

Preceding projects converting tax map into GIS systems by the WVPTD and previous vendors have facilitated an understanding and aptitude concerning the development of sustainable GIS programs within the counties. The successful vendor and all stakeholders within the RFQ should adhere to the modules identified below, so that state mandate compliance specifications and fulfilling the county's needs result in successful completion of the RFQ.

The WVPTD necessitate that both the vendor and county selected should:

- Understand or 'buy in' to the benefits that GIS programs offer and maintain core datasets that establish versatility for future development that includes data-sharing and improvements over time.
- Provide adequate workspaces for technicians and integrate technological improvements (e.g. hardware and software) to ensure maximum productivity.
- For specified project milestones: Maintain accurate timetables, documentation of procedures, and complete metadata for data layers.

- Preserve fiscal commitment and related responsibilities for conversion, maintenance, and improvements for cadastral map conversions and maintenance.
- Ensure the proposed GIS strategy meets the needs and expectations for the WVPTD and for each county.

If any of the above-stated elements rescinds below acceptable thresholds, this can cultivate inadequacies and ultimately may jeopardize future abilities and work. To circumnavigate potential problems, the WVPTD and/or VENDOR should:

- Establish “kick-off” meeting with county and selected vendor to address potential needs, refined workflows, and to address questions or concerns within **15** days of the contract award date.
- Vendor should complete a Pilot Project (sample run) to complete the SOW in its entirety within 30 days of the “kick-off” meeting.
- WVPTD will establish Quality Control (QC) benchmarks guidelines during the Pilot Project.
- Vendor will submit monthly deliverables to WVPTD for Quality Control (QC) by **the 5<sup>th</sup>** of each month.
- Vendor should submit final deliverables no later than **December 15, 2012**.

### Statement of Work

The successful bidder converts the county’s hardcopy tax maps into a countywide GIS cadastral layer using geodatabases within ArcGIS software suite. At a minimum, the surface layers should follow relevant standards and contain a core set of data as described by the FGDC (2008) and follow IAAO (2009) standards where applicable. This core set of data should establish basic land parcel information to assist the State and other Businesses with impending cross-jurisdictional boundaries of data layers in order to meet their future needs requiring cadastral information (FGDC 2009). The core set of data includes:

1. Unified and defined datum and coordinate systems (189CRS3-4).
2. Orthophotography base map and framework base layers (Donaldson 2004) using established standards (US Bureau of the Budget 1941, FGDC 1999, & §4.2.a.1).
3. Use of pre-existing map sheets and digital map book data layers (§3-10).
4. Metadata references describing the parcel dataset for any given jurisdiction adhering to State and FGDC standards (FGDC 1998 and §18.25).
5. Parcel identification number (PIN) and geographic parcel identification number (GPIN) for all land parcels (IAAO 2012 and §3-9).

Within the SOW for this project, we request that the selected vendor follow a standardized workflow to complete the required tasks specified within the RFQ. The generalized procedures for this RFQ are as followed:

1. Rectification of tax maps
2. Vectorization- Creating digital data layers by using snapping techniques where applicable.
  - a) Attribute tagging
  - b) IAS data linking
  - c) Annotation/symbol tagging

3. Replicate the original cartographic styles, elements, and arrangements of the tax maps.
4. Publish finished tax maps in a true Geographic Information System (GIS) manner.
5. Maintain an effective, open, and communicative process with the WVPTD and County throughout all phases of the project. County involvement during decision-making criteria and review may be necessary to ensure anticipated final products.

### **Pilot Project**

The first phase in the digital tax map conversion is composed of a pilot project containing a district or a set of tax maps. The chosen jurisdiction should represent intermediate difficulty for completing all requirements specified within the RFQ. This phase of the project should provide insight to the county's quality of maps, potential training needs, cost adjustments, vendor's infrastructure capacity, strength of QC methodologies, and work schedule (IAAO 2012).

### **Monthly Reports**

Although the project calendar states key deadlines, the vendor should develop a project timeline within the timeframe of the RFQ to meet the goals specified. Historically, inherent problems with county tax map conversions revealed difficulties that vendors required authoritative guidance. If WVPTD objectives are not recognized, the vendor should provide explicit documentation of restraints.

The RFQ requires that each month, the selected vendor be required to submit a report to the WVPTD that is independent from the last submission. The general guidelines are as followed:

- Only "working hours" carry over from the previous month.
- Provide "Link Tables" files when geo-referencing the tax maps.
- Provide data layers as necessary for quality control (QC) review.
- Include supporting documents specific to each monthly report.

### **Final Product**

The final product for the County consists of an ArcGIS Geodatabase containing a seamless, countywide surface parcel polygon feature class along with attributes and associated IAS data attached to each polygon following the procedural rule 189CSR3, *Statewide Procedures for the Maintenance and Publishing of Surface Tax*.

Finished tax maps include digital map series established by districts and map numbers as they currently exist within each county and be compatible with the most current version of ArcGIS software's map series functionality. The final map document (MXD) within ArcGIS includes map grids and series using the "Data Driven Pages" (DDP) map book functionality, and the result compiled as a complete digital GIS replication of the county's existing tax map series. Thus, the final deliverable should include:

- Separate polygon/polyline geo-database, roads and hydrology information, aerial photography, map grids, and map series

- Digital annotation and symbols as they exist on the existing county tax maps; road centerlines and road buffers
- Lot lines; hydrology; land hooks; and other applicable data specific for the county.
- Configuration of MXD document should include features for auto-generation of tax maps into post document format (PDF).

### Additional Requirements

Upon completion of the project, the deliverable should be packaged and provided to the WVPTD for final review and integration into the Mined Minerals GIS database. Selected representatives from the vendor should also:

- Provide the county a development of procedures, tools, and workflows for post-project maintenance, as needed (e.g. plans to save and track historic parcels prior boundaries after a parcel split or to establish feature “domains” to ensure data integrity).
- Assist the county installing the map book and provide adequate assistance to begin maintenance of tax maps (as stated previously).
- Submit to the WVPTD a one-time overhead cost analysis.
- Provide the WVPTD and county all geo-referenced .tiff files and associated spatial data.
- Produce a final report for project milestone and/or results and the final tracking log used during the monthly progress reports.

### Dismissal of Contract Agreement

*The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.*

### Liquidated Damages

- 1) The vendor will have 30 days from the date of the “kick-off meeting” to complete the Pilot Project (sample run). Thereafter, a \$100 per day liquidated damage clause will be in effect until said Pilot Project is complete.
- 2) The Vendor will have final deliverables available to WVPTD no later than December 15, 2012. Thereafter, a \$250 per day liquidated damage clause will be in effect until said final deliverable are delivered to WVPTD.

### Restrictions/Use and Security

Under §7.8.6 county tax maps are restricted in their use and **shall not** be reproduced, copied, or sold without the consent from the county assessor. These source materials are solely for use in the completion of this project and **shall not** be distributed or used by the vendor for any other purpose.

For the security and protection of the vendor's project data, it is important to utilize an appropriate storage for the draft and completed data (see §3-14 for complete listing):

- To protect against loss or damage, WVPTD recommends that at least one reproducible copy of the datasets to be either secure in a fireproof location or stored at a different location.
- Make a back-up of all working and completed sets of data (preferably once a week)
- If working on a network, ensure adequate and up-to-date firewall and anti-software/malware is installed and functioning on each workstation.
- One (1) month after providing the final deliverable and/or after the final deadline for completion of project outlined within the timeline for the SOW, the selected vendor *may* be required to address additional needs that include changes, enhancements, or fixes to the final product or any requirement stated within the RFQ.

## Appendix A - County Information

### County Background and Statewide non-GIS Statistics

Currently seventeen (17) counties have been completed under this project over the last decade and there are fifteen (15) remaining counties that necessitate GIS development strategies (see Figures 1 and 2). Within the RFQ, the scope of work pertains only to Mingo County, WV; however, the remaining fourteen counties represent potential candidates for future work amounting to 4,638 tax maps and 287,604 surface parcels.

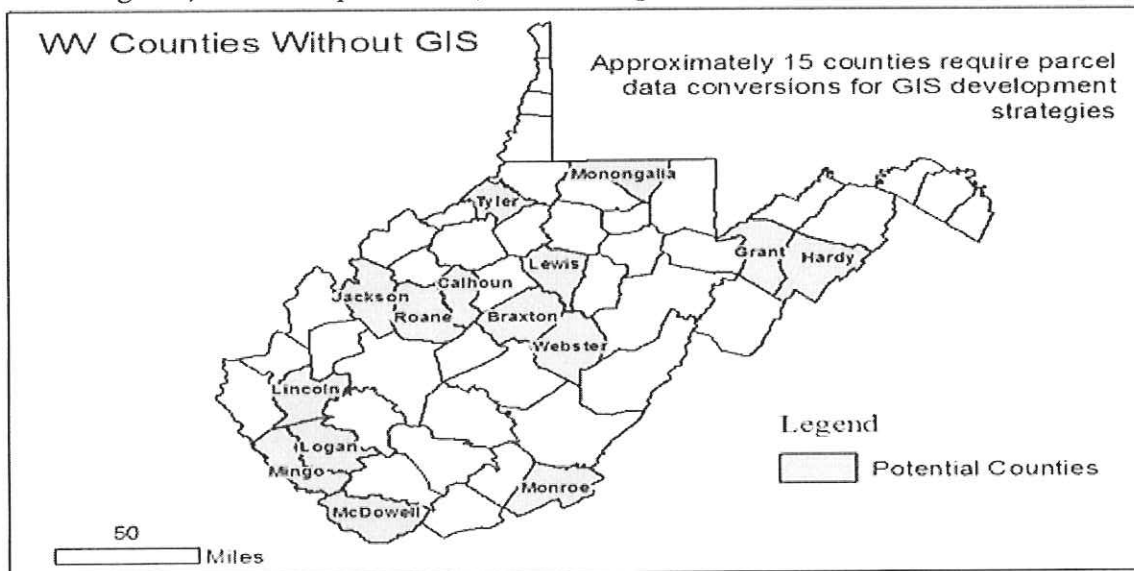


Figure 1. Spatial distributions for West Virginia counties without GIS capabilities.

The county is rurally located in the southern edge of West Virginia with a general population of 26,839 (U.S. Census Bureau 2010). There are approximately 25,986 surface parcels and 369 tax maps distributed throughout the county (See Table 1.)

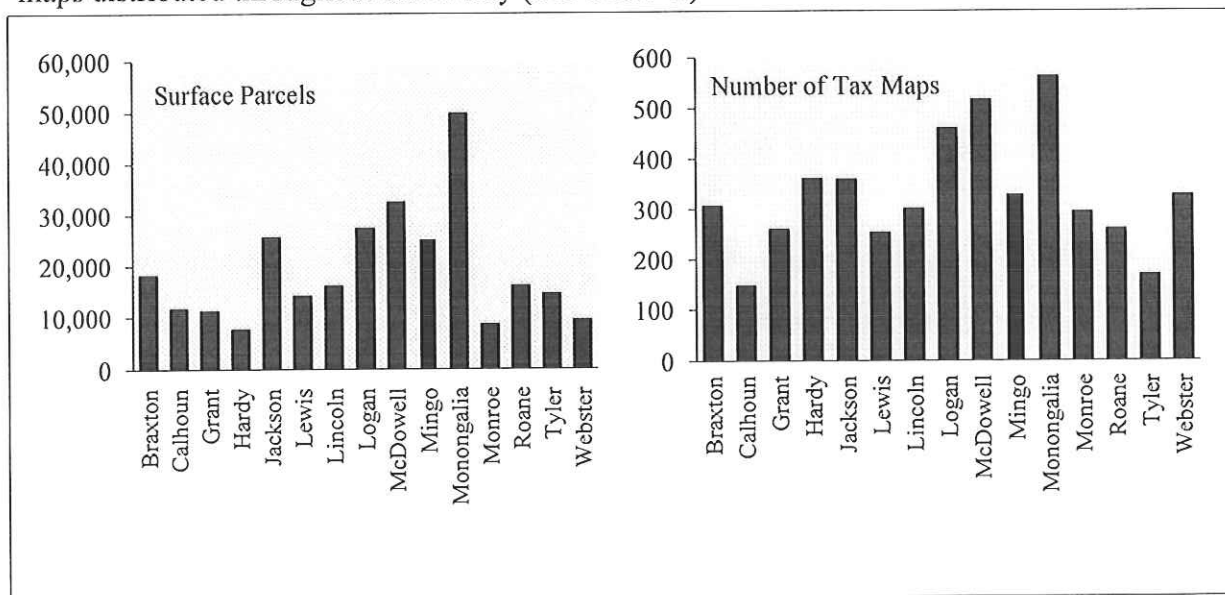




Figure 2. Tax map statistics for prospective counties within West Virginia for converting to GIS systems.

Table 1. County Tax Map (369) and surface Parcel (25,986) Breakdown (WVPTD 2011).

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
30 Mingo	01 Delbarton Corp.	8	726
	02 Gilbert Corp.	7	949
	03 Hardee	50	2,874
	04 Harvey	38	1,520
	05 Kermit	27	1,310
	06 Lee	33	2,002
	07 Magnolia	72	4,589
	08 Matewan Corp.	9	636
	09 Stafford	55	3,427
	10 Tug River	46	2,933
	11 Williamson Corp.	19	4,491
	12 Kermit Corp.	5	529

Table A1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
04 Braxton	01 Birch	54	2926
	02 Burnsville Corp.	7	987
	03 Flatwoods Corp.	7	222
	04 Gassaway Corp.	12	810
	05 Holly	52	3062
	06 Otter	79	4583
	07 Salt Lick	59	3021
	08 Sutton Corp.	7	828
Totals:		277	16,439

Table A2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
04 Braxton	16,439		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
04 Braxton	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
04 Braxton	277		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
04 Braxton	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>GRAND TOTAL</b>			

Table B1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
07 Calhoun	01 Center	29	1474
	02 Grantsville Corp	5	646
	03 Lee	35	2023
	04 Sheridan	19	1070
	05 Sherman	32	1787
	06 Washington	29	1766
Totals:		149	8,766

Table B2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
07 Calhoun	8,766		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
07 Calhoun	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
07 Calhoun	149		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
07 Calhoun	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>GRAND TOTAL</b>			

Table C1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
12 Grant	01 Bayard Corp	4	574
	02 Grant	61	2559
	03 Milroy	84	4174
	04 Petersburg Corp	15	1649
	05 -	96	3216
Totals:		260	12,172

Table C2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
12 Grant	12,172		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
12 Grant	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
12 Grant	260		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
12 Grant	Months in RFQ	N/A	
6		<b>Sub-Total</b>	
<b>GRAND TOTAL</b>			

Table D1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
16 Hardy	01 Capon	57	2598
	02 Lost River	73	3975
	03 Moorefield	73	3576
	04 Moorefield Corp	20	1560
	05 Southfork	71	2605
	06 Wardensville Corp	4	341
Totals:		298	14,655

Table D2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
16 Hardy	14,655		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
16 Hardy	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
16 Hardy	298		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
16 Hardy	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>6</b>			
<b>GRAND TOTAL</b>			

Table E1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
18 Jackson	01 Grant	36	1,615
	02 Ravenswood	59	3,164
	03 Ravenswood Corp	16	1,789
	04 Ripley	92	5,668
	05 Ripley Corp	23	1,972
	06 Union	42	2,581
	07 Washington	54	2,685
Totals:		322	19,474

Table E2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
18 Jackson	19,474		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
18 Jackson	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
18 Jackson	322		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
18 Jackson	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>GRAND TOTAL</b>			

Table F1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
21 Lewis	01 Collins Settlement	46	2,336
	02 Court House	41	1,938
	03 Freemans Creek	56	3,526
	04 Hackers Creek	42	3,056
	05 Jane Lew Corp	2	296
	06 Skin Creek	23	1,081
	07 Weston Corp (1)	7	750
	08 Weston Corp (2)	8	1,396
	09 Weston Corp (3)	6	844
Totals:		231	15,223

Table F2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
21 Lewis	15,223		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
21 Lewis	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
21 Lewis	231		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
21 Lewis	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>6</b>			
<b>GRAND TOTAL</b>			

Table G1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
22 Lincoln	01 Carroll	36	2,194
	02 Duval	30	2,405
	03 Hamlin Corp	6	682
	04 Harts Creek	43	2,725
	05 Jefferson	23	1,142
	06 Laurel Hill	35	1,809
	07 Sheridan	33	2,409
	08 Union	18	624
	09 Washington	30	2,593
	10 West Hamlin Corp	10	446
Totals:		264	17,029

Table G2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
22 Lincoln	17,029		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
22 Lincoln	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
22 Lincoln	264		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
22 Lincoln	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>GRAND TOTAL</b>			



Table H1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
23 Logan	01 Chapmanville Corp	9	798
	02 Guyan	103	10,267
	03 Island Creek	115	8,140
	04 Logan	52	2,472
	05 Logan Corp	12	1,359
	06 Man Corp	7	599
	07 Mitchell Heights Corp	4	249
	08 Triadelphia	93	4,958
	09 West Logan Corp	4	370
Totals:		399	29,212

Table H2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
23 Logan	29,212		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
23 Logan	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
23 Logan	399		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
23 Logan	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>6</b>			
<b>Sub-Total</b>			
<b>GRAND TOTAL</b>			

Table I1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
27 McDowell	01 Adkin	56	1,907
	02 Anawalt Corp	7	862
	03 Big Creek	125	5,006
	04 Browns Creek	82	3,881
	05 Davy Corp	6	639
	06 Elkhorn	26	1,165
	07 Gary Corp	24	1,088
	08 Jaeger Corp	12	1,223
	09 Keystone Corp	4	865
	10 Kimball Corp	9	612
	11 North Fork	26	1,180
	12 North Fork Corp	4	613
	13 Sandy River	105	6,244
	14 War Corp	10	1,236
	15 Welch Corp	32	4,013
	16 Bradshaw Corp	7	486
Totals:		535	31,020

Table I2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
27 McDowell	31,020		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
27 McDowell	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
27 McDowell	535		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
27 McDowell	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>GRAND TOTAL</b>			

Table J1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
31 Monongalia	01 Morgantown Corp	30	1,414
	02 Star City Corp	4	244
	03 Westover Corp	39	2,798
	04 Granville Corp	33	2,588
	05 Osage Corp	78	5,346
	06 Blacksville Corp	9	396
	07 Battelle	55	3,909
	08 Clay	138	9,355
	09 Cass	17	1,692
	10 Union	11	2,323
	11 Grant	6	486
	12 Morgan	9	1,707
	13 Clinton	13	1,813
	14 Morgantown (1st Ward)	16	1,332
	15 Morgantown (2nd Ward)	21	2,032
	16 Morgantown (3rd Ward)	2	226
	17 Morgantown (4th Ward)	8	982
	18 Morgantown (5th Ward)	133	8,733
	19 Morgantown (6th Ward)	16	2,489
Totals:		638	49,865

Table J2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
31 Monongalia	49,865		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
31 Monongalia	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
31 Monongalia	638		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
31 Monongalia	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>GRAND TOTAL</b>			

Table K1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
32 Monroe	01 Alderson Corp	3	239
	02 Peterstown Corp	8	353
	03 Red Sulphur	56	4,144
	04 Second Creek	31	1,381
	05 Springfield	41	2,089
	06 Sweet Springs	59	2,647
	07 Union	24	1,083
	08 Union Corp	5	542
	09 Wolf Creek	28	1,005
<b>Totals:</b>		<b>255</b>	<b>13,483</b>

Table K2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
32 Monroe	13,483		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
32 Monroe	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
32 Monroe	255		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
32 Monroe	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>6</b>			
<b>GRAND TOTAL</b>			

Table L1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
44 Roane	01 Curtis	17	934
	02 Geary	36	2,253
	03 Harper	31	1,206
	04 Reedy	23	1,042
	05 Reedy Corp	3	260
	06 Smithfield	31	1,629
	07 Spencer	52	3,500
	08 Spencer Corp	12	1,537
	09 Walton	36	2,160
Totals:		241	14,521

Table L2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
44 Roane	14,521		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
44 Roane	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
44 Roane	241		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
44 Roane	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>GRAND TOTAL</b>			

Table M1.

County	District Numbers and Names	# of Tax Maps	# of Surface Parcels
48 Tyler	01 Centerville	21	782
	02 Ellsworth	36	1,917
	03 Friendly Corp	1	112
	04 Lincoln	17	1,167
	05 McElroy	22	1,226
	06 Meade	17	674
	07 Middlebourne Corp	4	514
	08 Paden City	4	498
	09 Sistersville Corp	7	1,043
	10 Union	20	1,061
Totals:		149	8,994

Table M2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
48 Tyler	8,994		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
48 Tyler	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
48 Tyler	149		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
48 Tyler	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>6</b>			
<b>GRAND TOTAL</b>			

Table N1.

County	District Numbers	# of Tax Maps	# of Surface Parcels
51 Webster	01 Camden-on-Gauley Corp	4	216
	02 Cowen Corp	5	388
	03 Fork Lick	69	3,106
	04 Glade Dist	87	3,952
	05 Hacker Valley	42	1,162
	06 Holly	37	1,261
	07 Webster Springs Corp	7	680
Totals:		251	10,765

Table N2.

County	# of Parcels (Maps)	Price/Parcel (Map)	Extended Price
<i>Digital Tax Parcel Polygon Data</i>			
51 Webster	10,765		
<b>Sub-Total</b>			
<i>GIS Map Link with IAS Database</i>			
51 Webster	N/A	N/A	
<b>Sub-Total</b>			
<i>Finished Tax Map Publication</i>			
51 Webster	251		
<b>Sub-Total</b>			
<i>Warranty of Fixes</i>			
51 Webster	Months in RFQ	N/A	
<b>Sub-Total</b>			
<b>GRAND TOTAL</b>			

## **Appendix B - Technical Information Specifications**

### **1. Spatial Definitions**

The horizontal datum is the North American Datum of 1983 (NAD83), and the required coordinate system is the projected West Virginia State Plane Coordinate System (in feet).

### **2. Tax Map Accuracy Standards**

When new or revised base map layers of physical features are employed (vector or raster), it is required that the technicians fully comply to horizontal accuracy thresholds that meet or exceed 1:4800 or +/- 13.33 feet (National Map Accuracy Standards in WV §4.2.a.1).

A significant number of county tax maps may be severely outdated, but they may be reasonably accurate. Most maps used the best available aerial photography at the time for heads-up-digitizing, so the horizontal accuracies reflect marginal errors acceptable for taxation purposes.

The inherent spatial problems with some maps may become evident when using modern or updated orthophotography during the geo-rectifying stage within this RFQ. Details for resolving such issues are within the "Tax Map Rectification" procedures section of the RFQ (pg. 23).

### **3. Data Sources**

The selected vendor should utilize the core geographic base layers outlined by Donaldson<sup>1</sup> to meet the requirements stated within this RFQ.

If the digital map layers are derived from different sources (scale mixing) then these layers are to contain adjustments reflecting the more accurate base map. Each adjusted source-file (e.g., road or hydrography) should contain appropriate documentation in the layer, metadata, and project documentation.

#### **3.1. Digital Color Orthophotography**

The West Virginia Statewide Addressing and Mapping Board (WVSAMB) captured 2-foot color imagery (1:4800 scale) in 2003 to meet the needs for emergency and public safety related services. Upon completion of the project, the WVSAMB developed a seamless statewide orthophotography base map with a horizontal accuracy <9.8' feet with a 95% confidence.

##### **3.1.a Secondary Imagery**

It is important to note that several spatial data layer derivations, such as the roads and hydrography, come from the 2003 WVSAMB imagery and these features should be the primary base maps for the RFQ. Although secondary imagery may be used as needed, deviations from the application specifics contained within the RFQ should be accurately documented in the attributes of the data layer and in the metadata.

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<sup>1</sup> Monongalia County GIS Strategic Plan and WV County GIS Plan Template. 2004. Retrieved on Dec.10<sup>th</sup>, 2011 from <http://wvgis.wvu.edu>.



#### **4. Map Sheets and Index Grids**

The map sheet reference system's tiling scheme may vary from county to county (§3-10), and the SOW requires duplication of the preexisting County's reference systems. The vendor would digitally convert the index sheet using the geo-rectified tax map boundaries as the gridded index.

This data layer performs a number of critical roles for properly developing a digital map book using ArcMap's Data Driven Pages (DDP) functionality tools. The selected vendor would ensure necessary attributes such as fixed-scale, tax map rotation, and unique jurisdictional (e.g. districts) identifiers are included within the digital layer.

#### **5. Roads**

Prior to digitization, the County should assist the vendor for determining these requirements as needed. The vendor needs to inspect and prepare the right-of-way (ROW) road geometry by converting the centerlines and by creating buffers with reliable widths as specified by the authoritative data source (this is important for 1:400 scale maps).. The buffers would then be used for editing parcel polygon geometries for the ROW.

If needed, roads may need to be added, or areas with dense road networks (i.e. local neighborhood) may need to be removed depending on the County's needs. It may (or may not) be beneficial to contact the county or WVDOH Right-of-Way Division to determine potential problem areas or to acquire additional road network details if possible. Road layers have historically been problematic to similar SOW's and identifying and resolving procedural methods within each district is required.

#### **6. Railroads**

Rails and rail trails buffering widths for designated ROW and cuts for polygons would follow the same methodologies outlined in the previous section.

#### **7. Easements**

Upon specification determined by the County, a separate GIS layer displaying easement lines on the tax maps would need to be made showing important discernible in the imagery (e.g. power and gas lines).

#### **8. In-land Water**

Should a parcel reference the waterway, bank, or island, it should snap and reference to the hydrographic data layer. The layers should also reflect high/low water levels.

#### **9. Parcel Layer Attributes**

The variety of stakeholders that may potentially use county-level GIS parcel data requires the need to prepare the datasets appropriately. The IAS system contains a large sub-set of parcel information, and not all fields are required depending on a user's needs (e.g. assessor, mappers, clerks, or field appraisers). However, as information exchanges across jurisdictions and between

local and state agencies, the need to establish a minimum set of attributes needs established (previously mentioned within this RFQ, the <sup>2</sup>IAAO and <sup>3</sup>FGDC define these as core elements).

Only a defined set of attributes should be required for the SOW, therefore, this RFQ requires the field added accordingly (See Table 2). The vendor may leave a number of these fields blank, thereafter being the county's responsibility to update and maintain them; however, these fields would be contained with the parcel polygon.

Table 2. <sup>4</sup> A list of desirable publication elements that meet various stakeholder needs.

Parcel Outline (Polygon)	This is the geographic extent of the parcel forming a closed polygon
Parcel Centroid	A point within the parcel that can be used to link related data
ROOTID (Parcel ID)	A unique identifier (across the jurisdiction) for the parcel as defined by the jurisdiction
Parcel ID Alternate	An alternate unique identifier for the parcel as defined by the jurisdiction.
Owner Name	An indication of the owner name.
Owner's Mailing Address	US Postal address for the owner, which is not necessarily the tax bill mailing address.
Parcel Street Address	This is the street address for the parcel. Select the first site address if multi-part feature.
Subdivision Name	This is the name of the subdivision or condominium name the parcel is located
Land Area	The area of land as indicated in deeds or the survey.
Source Reference	This is a pointer to an attribute describing the source reference for the parcel.
Source Reference Date	The date of the geometry source reference referred to in the Source Reference (Date of deed or plat)
Owner Type	The type of ownership is the classification of owner or exempt status.
Improvement	This is an attribute to indicate whether or not there is an improvement on the parcel
Assessment / Value for Land Information	This is the value of the land only.
Assessment / Value for Improvements Information	This is the value of improvements.
Assessment / Value Total	This information is the total value.
Assessment / Value Classification	Assessment or tax classification of the parcel. These are typically very general and used by assessors (wooded, open, water, farmland).

<sup>2</sup>FGDC. 2008. Geographic Information Framework Data Content Standard. Part 1: Cadastral, FGDC-ST-014.1-2008. Washington, D.C. Federal Geographic Data Committee.

<sup>3</sup>FGDC. 2009. Cadastral Data Publication Guideline\_(October). Washington, D.C. Federal Geographic Data Subcommittee for Cadastral Data.

<sup>4</sup>FGDC. 2009. Cadastral Data Publication Guideline\_(October). Washington, D.C. Federal Geographic Data Subcommittee for Cadastral Data.

Parcel Zoning	Current land use zoning classification for the parcel. If there may be more than one zoning classifications for a parcel, include them all.
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## **10. Tax Map Rectification**

Image-to-image conflation of the scanned .tiff tax maps and orthophotography is required to produce geo-rectified tax maps for developing tax parcel boundaries and other Vectorization needs of the project. The geo-referencing should be conducted in accordance with the method stated here-in and industry standards.

Utilizing the best imagery available is usually recommended as long as they conform to state and industry standards (189CRS3 and IA00 2009). Whenever these additional resources are utilized, they should be accurately described in the attributes of the data and within the metadata. The following steps outline initial procedures for geo-rectifying tax map tiff files: <sup>1</sup> FGDC. 2008.

The map is first examined for information pertaining to its general location. The data frame would be centered on this general location and then the map would be fit to that display.

- a. Set the “data frame” properties at the specified fixed scale (1:4800 scale for the 1:400 maps, and so forth).
- b. In the layout view, change the page size to 36w x 24T (the size of the tax map).
- c. Stretch the data frame all the way to the edges so that your data frame matches the page size.
- d. Use the “Fit to Display” on the Geo-referencing tab to ensure that the screen is set to the proper scale.
- e. Place the geographic control points as need using the “magnifier window” because you cannot zoom in and out with the fixed scale.

### **10.1. Control Points and Transformations- *1st Order Affine***

- a. Geo-referencing should be derived from identifiable features visible on both tax map and Orthophotography. Examples of suitable control points include road intersections, stream crossings, bridges, or other clearly identifiable landmarks or topographical features.
- b. “First-order polynomial (affine),” with a minimum of four (4) reference points used, in order to best maintain the original dimensions and general geometry of the parcels contained within the tax map.
- c. A target Root Mean Square Error (RMSE) value <10 with a maximum threshold of 20 RMSE
- d. When the geo-rectifying parameters are satisfactory, save the Link Table that contains the control points from within the toolbox, and save the table with the same name as the tax map tif. *The Link Table would then be a text file.*

- e. Record the RMSE values in a tax map tracking spreadsheet to include with the monthly and final deliverables.
- f. Transformations made to the tax map during geo-referencing are made permanent using the “Rectify” command or “Warp” tool.
- g. If using the “Update Geo-referencing” option, they include a “World“( .tfwx) file that is unnecessary and bulky for data transfers. *Do not include this with deliverables.*
- h. For each geo-tif file, there should only be three (3) file types associated, and they all should be included within the monthly and final deliverables.

## 10.2. Geo-rectification Difficulties

Due to the nature of parcel geometries- the intent is to maximize preservation of the original shape displayed on the tax map. Roads on the manual drafted maps do not always follow the course of roads on the imagery precisely; however, it should be within a reasonable distance for the error tolerance specified within this document.

In the event that a single tax map is inherently inaccurate (e.g. high RMSE errors), poorly created, or not to the appropriate scale, such that it requires multiple geo-references for different portions of the map:

- Each portion should be individually clipped from the original tax map to the required area and copied to its own file to receive a separate geo-referencing.
- Each subset of the original tax map should then be named so that it is easily identifiable as a portion of the original tax map, rather than an inset map.
- Comprehensive lists of tax maps that require this attention, along with clear notes, are to be kept and included with the final deliverable so the county may quickly identify these maps.
- Map adjacent maps first and then edge match
- If in all cases, these methods do not accurately depict the parcels or the tax maps accurately, they are to be clearly documented.

## 11. Tax Map Index Grid

As each tax maps is geo-rectified, vectorization for each raster boundary is required to develop a gridded polygon matrix. This polygon feature is the tax map “index grid” to data-drive the map book (See Table 2). Within the “RMS\_E” field, record the value for each tax map geo-referenced and other required.

*The “Index\_Grid” file is required for each monthly and final deliverable.*

Table 2. "Index\_Grid" data layer generalized requirements.

Attributes	Example of attribute
OBJECTID	76
mapnumber	CLAY DISTRICT
distnumber	3
mapnumber	2
datemap	JAN., 1964
Angle	0
PLOTSCALE	4800
scale	400
Rev1	DF
Rev1_Date	07/01/83
Time Spent	0.50
RMS_E	8.4261
Rev2	RT1
Rev2_Date	05/17/11
photonum	152
scaletext	1"=400'
dateairal	APRIL, 1962
unique_	CLAY_02

## 12. Vectorization of Surface Parcels

Legal descriptions for rural areas throughout West Virginia may be considerably inaccurate compared to urban locations, and there is potential for the tax maps to be significantly outdated. Together, these deficiencies may become evident when digitizing the parcel boundaries, and **documentation should be judicious and unconditional.** *In some cases, consultation from the WVPTD or county may be required.* Ultimately, signifying weak points in the county's base layers would enable the prioritization of future maintenance efforts that the county should address after the tax map conversion.

Digitized boundaries of all parcels should contain closed polygons without slivers, gaps, or overlaps within ArcGIS10 Geodatabase format. Thus, the utilization of topology validation tools is required for general topology rules for the vector data. To accomplish the above-stated task, it is important to utilize ArcGIS's "snapping" tool.

### **12.1. Coordinate Geometry (COGO)**

Provisionally, the selected vendor may include COGO specification within the bidding price. In the event, if the selected vendor locates hot spots in a tax map showing overlaps, gaps, and slivers concerns in a dense or populated area, then this may signify the need for the use of coordinate geometry (COGO). To complete this specification:

- Discussion with the WVPTD and county for needs analysis
- Adequate resources to obtain deeds, plats, and related material necessary
- Selected vendor's capacity to conduct such work as to not impede the overall deadlines stated within the RFQ. *This information is to reflect, and defined clearly, during the application process.*
- This process should not significantly impede the overall project deadline and would be determined by the WVPTD.

### **13. Tax Parcel Attribute Tagging**

The "RootID" field is critical for the relational link to the Integrated Assessment Systems (IAS) tax appraisal database. For a detailed description on how the parcel identifier is constructed, refer to 189CRS3-9).

1. The RFQ requires the capture of the Parcel Identification Numbers (PINs) in the PID attributes field for each parcel specified on the tax map (*adjacent map parcels should not be double-tagged*).
2. The PID's may have more than one polygon attached to it (multi-part parcels) and would require "*merging*" non-contiguous polygons in ArcGIS and *is essential for a relational link with the county's map book*.

As described previously in the "Parcel Layer Attributes" section (pgs. 22-23), this RFQ requires a set of attributes to be included within the parcel data layers. The table below (Table 3) provides an example of the minimum data layer that is historically been in use.

Table 3. Parcel boundary data layer example.

Name of Parcel Attribute Field	Example of Parcel Attribute
County	12
District	7
Map	5
ROOTID	43-07- 5-0036-0000-0001
inset	2
lot	
scale	400
acreage	59.27
calc_ac	69.57
PID	36
Parcel	0036
Subpcl	0000
Rev1	RSL
Rev1_Date	5/22/2011
Notes1	Road in parcel but not on tax map-needs County review
Rev2	
Rev2_Date	
Notes2	

### 13.1. Special PIDs and Generic Parcels

All vectorization layers other than the parcel boundaries should receive unique special PIDs (i.e., roads, streams, lakes). Each type of special PID (see Table 4, #'s 1-6) requires data attribution following the core specifications previously mentioned for parcel data layers. The inability to identify surface parcels beyond the scope of work (SOW) of the RFQ should receive unique generic tags (# 7). *The integrity of this dataset reaches across jurisdictions and should meet the needs of the county for GIS and print-ready capabilities.*

Table 4. Conventions of special PIDs for miscellaneous vector data layers.

#	Special Parcel ID	Type of Special Parcel
1	9999.1	Water
2	9999.2	Road Right of Way
3	9999.3	Railroad Right of Way
4	9999.5	"Island" Parcel Assessed in Another County
5	9999.6	US Government Parcel w/o Parcel Number
6	9999.7	Exempt w/o Parcel Number
7	9999.9	Non-decipherable parcelID or related issue

#### 14. Annotation

In general with each map scale and associated line work, annotation objects should be created, sized, aligned to fit, and placed in separate layers such that the character height, lettering, and orientation are legible; conforming to the standards stated within the RFQ. The annotation should replicate and be situated (as best as possible) within separate layers using scale dependencies (*Refer to the county's tax maps and the 189CRS3-6 for a minimum list of features*).

Manual and digital tax maps cartographic standards are interchangeable for print-ready (final draft) map books. 189CRS3-6 discusses these requirements based upon the IAAO (2004) *Standard on Manual Cadastral Maps and Parcel Identifiers*. To facilitate this understanding, **Table 5** presents a useful numerical conversion chart for line weights within the ArcMap environment.

Table 5. Pen Weight Conversion chart.

Pen weight	Millimeters	ArcMap Points
4	1.20	3.40
3	.80	2.27
2	.60	1.70
1	.50	1.42
0	0.35	0.99
00	0.30	0.85
000	0.25	0.71

*Creating multiple instances of the MXD or grouped data layers (by turning layers on or off) can allow the technician to switch quickly between map book editing and publishing views forms of the county's GIS map book.*

*Creating multiple instances of the MXD or grouped data layers (by turning layers on or off) can allow the technician to switch quickly between map book editing and publishing views forms of the county's GIS map book.*

#### 15. IAS Data Linkages

The RFQ requires that the GIS parcel polygons link with the Integrated Assessment System (IAS) database and extraction into databases is required by the county. **The digital maps and individual property records should contain every parcel link to the IAS database.** This section of the SOW also requires software customization, when required by the County, to potentially include:

1. The development of a functional interface for the GIS graphic data and IAS textual data.
2. Compatible interface with the individual county's chosen software
3. The customization of queries and reports based on the county's needs.



## 16. Metadata

The metadata reference should define the parcel dataset for any given jurisdiction and should meet The North American Profile (NAP) of ISO 19115, the <sup>5</sup>FGDC (1998). It should contain information about the entire data set such as county name, county parcel contact, and a description of the basis for the assessment system (i.e., cost, use, market value, etc...), the date of the file.”

## 17. Monthly Deliverables

Each Month the selected vendor is required to submit an excel sheet documenting their progress (see Figure 1.)

Start Date: May 17, 2010		Report Date: March 1, 2011 to March 31, 2011	
Project: Surface Tax Map Georeferencing Project			
Completed Counties			
County:	Logan	McDowell	Lincoln
	Guyan	laeger Corp	Carroll
	117	5	40
	Logan	McDowell	Union
	75	247	19
	Chapmanville Corp	Davey Corp	Sheridan
	9	5	33
	Island Creek	War Corp	Duvall
	145	11	36
Districts	Logan Corp	Welch Corp	In Progress...
	13	31	
	Man Corp	Anawalt Corp	
	8	5	
	Mitchell Heights Corp	Bradshaw Corp	
	5	11	
	Triadelphia	North Fork Corp	
	133	4	
	Sandy River	27	
		In Progress...	
<b>Total Maps:</b>	505	299	128
<b>Time</b>	45 Hours		
<b>Total Time:</b>	91 Hours	46.5 Hours	45 Hours
<b>Issues:</b>	Logan:189 Insert A & 38 are corrupt, need maps sent		
<b>Completed Counties:</b>	Logan		
Total of 1,502.5 hours spent on project.			

Figure 1. Example for submitting monthly progress reports and the final deliverable.

## 18. Finished Tax maps

Finished tax maps consist of a digital map series established by districts and map numbers as they currently exist within each county and compatible with the most current version of ArcGIS software’s map series functionality. The map style should favor easy ‘print-on-demand’ capabilities, and the following:

- Interpretation of design maintained after scanning, grey-scale printing, and reduced to 50% size for publishing/distribution requirements.

<sup>5</sup> Federal Geographic Data Committee (FGDC). 1998. Content Standard for Digital Geospatial Metadata (revised June 1998), FGDC-ST-001-1998. Washington, D.C., Federal Geographic Data Committee.

- Dynamic contextual information should be provided for the title block, including the district name, map number, date map was prepared, scale, legend, north arrow, key to adjoining maps, restrictions of use, and miscellaneous features
- Correct margins
- Replicate existing tax map or to meet the county's needs.

## **19. DATA QUALITY OBJECTIVES (DQO)**

Adequate staff time should be allocated to quality control throughout the conversion process, and be documented with "time spent" and "review" details. Threshold values or maximum level occurrence of error (OOE) should provide accuracy assurance for requirements identified within this RFQ. *If an OOE is exceeded, an analysis of problem would be required.*

### **19.1. Geo-rectifying tax maps**

Maintain tax map integrity. Historically, aerial imagery was often used as a base map to establish reasonable spatial accuracy.

- i. A qualified GIS manager or professional with previous experience should review technician works, and record this value as (Rev2) in a tracking log.
- ii. Adequate staff time should be allocated toward QA/QC throughout the project.
- iii. Target (RMSE) value <10 with a maximum threshold of 20 RMSE.
- iv. High error values are likely in situations where few ground control features are available
- v. Other transformation methods (e.g. 2nd or 3rd order and spline) to achieve a proper fitted tax map should create extremely low RMS errors (i.e. 0.00000). This is deceiving because of the ground control point weighting.
- vi. If alternative transformation methods are used other than the specified first order polynomial, logging the transformation and relevant information within the attributes of the index map and project documentation is required. *Not providing this information could hinder QC processes.*

### **19.2. Other QC mechanisms**

- a. Index grid for tax maps (not inserts) - these should not contain large gaps and should be reasonably aligned to one another. The boundary should reflect the geometric properties of the tax map with minimal skewing.
- b. After IAS database linkage to the parcel polygons within ArcMap, the correlation between the digital tax parcel id, polygon, and tabular database should be near 100%.

- c. Map Accuracy- horizontal accuracy thresholds that meet or exceed 1:4800 or +/- 13.33 feet; OOE=70% of all features on map.
- d. Deeded vs. mapped acreage and length of dimensions thresholds +/- 30%
- e. Standardization of OOE is set to 20% for the whole project (based upon previous research).

**TAX12007 COST SHEET**

<b>COUNTY</b>	<b>Digital Tax Parcel Polygon Data</b>	<b>Cost</b>	<b>Finished Tax Map Publication</b>	<b>Cost</b>
BRAXTON	16,439		277	
CALHOUN	8,766		149	
GRANT	12,172		260	
HARDY	14,655		298	
JACKSON	19,474		322	
LEWIS	15,223		231	
LINCOLN	17,029		264	
LOGAN	29,212		399	
MCDOWELL	31,020		535	
MINGO	25,986		369	
MONONGALIA	49,865		638	
MONROE	13,483		255	
ROANE	14,521		241	
TYLER	8,994		149	
WEBSTER	10,765		251	
<b>Total</b>	287,604		4638	
	<b>Total Cost</b>	<b>\$</b>	<b>Total Cost</b>	<b>\$</b>

<b>Phone # &amp; Fax #</b>	<b>Email address</b>	<b>Date</b>	<b>Vendor's name &amp; signature</b>

Basis for Award: Award shall be made to the lowest vendor meeting specifications.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

0037

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

| 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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 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 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 non-binding.

Question Submission Deadline: June 27, 2012

Submit Questions to: **Connie Hill**  
 2019 Washington Street, East  
 P.O. Box 50130  
 Charleston, WV 25305  
 Fax: 304-558-3970  
 Email: [Connie.S.Hill@wv.gov](mailto:Connie.S.Hill@wv.gov)

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 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 bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID  
 BUYER: \_\_\_\_\_  
 SOLICITATION NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_  
 BID OPENING TIME: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

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 \_\_\_\_\_ 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 or expression of interest as follows:

BID TYPE:     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 time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:** July 17, 2012 at 1:30 pm

Bid Opening Location:                    Department of Administration, Purchasing Division  
    2019 Washington Street East  
    P.O. Box 50130,  
    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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



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

| | **Term for Open End, Service, and Similar Contracts**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ 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 must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

|✓| **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

4. **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.
5. **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.
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:** All Vendors shall furnish a 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 . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- [ ] **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 issued and 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.

**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.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:**  
or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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

**LICENSE(S) / CERTIFICATIONS:** In addition to anything required under Section 39, entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses prior to Contract award, in a form acceptable to the Purchasing Division.

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

- 8. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 9. ALTERNATES:** Any model, brand, or specification listed herein 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.
- 10. 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.
- 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount \_\_\_\_\_ See attached specifications. \_\_\_\_\_ for See attached specifications. \_\_\_\_\_. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 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. 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.
- 15. 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.

- 16. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 17. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 18. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 19. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 20. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 21. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, 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 submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 22. 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.
- 23. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 24. 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.
- 25. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

- 26. 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.
- 27. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 28. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 29. 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.
- 30. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.** Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 31. 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 remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 32. 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.
- 33. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be

required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

- 34. 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.
- 35. 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.
- 36. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 37. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 38. 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>.
- 39. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the

applicability of the the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 40. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 41. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 42. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.
- 43. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.
- 44. 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.

- 45. 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.
- 46. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 47. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 48. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 49. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may 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.

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.

**CERTIFICATION AND SIGNATURE PAGE**

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

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(Company)

---

(Representative Name, Title)

---

(Contact Phone/Fax Number)

---

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** TAXI2007

**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 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 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.

---

Company

---

Authorized Signature

---

Date

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

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_